Douglas County

Board of County Commissioners
Public Meeting Notice and Agenda

Mark Gardner
Sharla Hales
Walt Nowosad
Wesley Rice
Danny Tarkanian

Thursday, July 18, 2024 **10:00 AM** **Historic Courthouse**
1616 Eighth Street
Minden, Nevada 89423

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

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

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

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

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

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

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

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

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

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

July 18, 2024

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE
Led by Commissioner Danny Tarkanian

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.

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.

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.

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

APPROVAL OF AGENDA

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

APPROVAL OF PREVIOUS MINUTES

For possible action. Discussion to approve the draft minutes of the June 6, 2024, regular meeting of the Board of County Commissioners.

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.

1. For presentation only. Ceremonial presentation of **Proclamation 2024P-072**, a proclamation recognizing the dedicated service of Bobbie Williams to Douglas County Nevada. (Vice Chairwoman Hales)

2. For presentation only. Presentation regarding the Douglas County Justice Center project. The presentation may include a discussion of the history of the Justice Center project, the current space and operational deficiencies of the Douglas County Judicial and Law Enforcement Center (JLEC) building and the justification for the planned Justice Center, an overview and status of the Design and Construction Manager At Risk (CMAR) process which is currently underway, the approximate budget and current expenses related to the project, as well as an overview of the County's plans to fund the project utilizing a combination of general obligation and medium term obligation bonds. (Jenifer Davidson, Kathy Lewis, Scott McCullough)

3. For possible action. Discussion to authorize the transfer of $2,715,813 Douglas County Capital Funds that were formerly unallocated American Rescue Plan Act (ARPA) funds to the Justice Center Project to fund work in Fiscal Year 2024-25 to prepare the construction site. (Kathy Lewis)

4. For possible action. Discussion to approve a $6,595,033 Construction Manager at Risk (CMAR) contract with CORE Construction for the Justice Center Guaranteed Maximum Price (GMP) #1, and authorize the County Manager to execute any required documents. (Scott McCullough)

5. For possible action. Discussion to approve a professional services contract with Construction Materials Engineers, Inc. for material testing for the Justice Center GMP #1, in an amount not-to-exceed $69,820, and authorize the County Manager to execute the contract. (Scott McCullough)

6. For possible action. Discussion to select an exterior elevation design option for the new Douglas County Justice Center and direct staff to submit the option selected by the Board for final design review. (Scott McCullough)

7. For possible action. Discussion to approve the Conceptual Floor Plan for the new Douglas County Justice Center. (Scott McCullough)

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

DOUGLAS COUNTY LIQUOR BOARD

I. For possible action. Discussion to approve the Unrestricted Mobile Liquor License for Cowgirl Up Mobile Bar, dba Cowgirl Up Mobile Bar, represented by owner and manager Molly Abreu. Molly Abreu has signed a Waiver of Notice of Hearing. Cowgirl Up Mobile Bar, dba Cowgirl Up Mobile Bar, is located at 1468 Edlesborough Circle, Gardnerville, Nevada 89410. (Undersheriff Elges)

II. For possible action. Discussion to approve the Restricted Mobile Liquor License for Unnhibited LLC represented by owners and managers Scott and Vicki Frank. Scott and Vicki Frank have signed a Waiver of Notice of Hearing. Unnhibited LLC is located at 1661 Buttonwillow Street, Minden, Nevada 89423. (Undersheriff Elges)

III. For possible action. Discussion to approve adding Melinda May Stuart-Haskell to the existing Package Retail Liquor License, On-Site Unrestricted License and Entertainment Endorsement for Holiday Inn Club Vacations, Inc., dba David Walley's Resort. Melinda Stuart-Haskell has signed a Waiver of Notice of Hearing. Holiday Inn Club Vacations Inc., dba David Walley's Resort, is located at 2001 Foothill Road, Genoa, Nevada 89411. (Undersheriff Elges)

IV. For possible action. Discussion to approve the On-Site Unrestricted Retail Liquor License for E&V Italiano LLC, dba Bruschetta, represented by owner and manager Erik Rhoades. Erik Rhoades has signed a Waiver of Notice of Hearing. E&V Italiano LLC, dba Bruschetta, is located at 290 Kingsbury Grade Unit #22 Stateline, Nevada 89449. (Undersheriff Elges)

V. For possible action. Discussion to approve the addition of Cody Perdue to the existing Packaged Retail Liquor License and Restricted Gaming License for Safeway Inc., dba Safeway #1537, represented by Corporate Treasurer Cody Perdue. Cody Perdue has signed a Waiver of Notice of Hearing. Safeway #1537 is located at 212 Elks Point Road 38C, Zephyr Cove, Nevada 89448. (Undersheriff Elges)

VI. For possible action. Discussion to approve the addition of District Manager Jody Britschgi to the existing Packaged Retail Liquor License for Maverik Incorporated, dba Maverik #460. Jody Britschgi has signed a Waiver of Notice of Hearing. Maverik Incorporated, dba Maverik #460, is located 1651 Highway 88, Minden, Nevada 89423. (Undersheriff Elges)

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

CONSENT CALENDAR

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

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

A. For possible action. Discussion to approve Lease Amendment #3 to Land Lease 066 at the Minden-Tahoe Airport, which assigns the leasehold from Analisa Wulfsberg to Gr8daynevada LLC; and authorize the County Manager to sign the amendment. (Heather MacDonnell)

B. For possible action. Discussion to accept the Douglas County Assessor's annual report on the use of the Assessor's Technology Account funds as required pursuant to NRS 250.085(4). (Trent Tholen)

C. For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 05/03/2024 Payables, 05/03/2024 Payroll, 05/10/2024 Payables, 05/17/2024 Payables, 05/17/2024 Payroll, 05/24/2024 Payables, 05/28/2024 Payables, 05/31/2024 Payables and 05/31/2024 Payroll. (Amy Burgans)

D. For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 06/07/2024 Payables, 06/14/2024 Payroll, 06/14/2024 Payables, 06/21/2024 Payables, 06/28/2024 Payroll and 06/28/2024 Payables. (Amy Burgans)

E. For possible action. Discussion on the Douglas County Treasurer's Monthly Statement for May 2024 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans)

F. For possible action. Discussion on the Douglas County May 2024 Investment Report submitted per Douglas County Code 3.02.040. (Amy Burgans)

G. For possible action. Discussion to approve a $337,166 contract with Four Point Engineering Inc. for the installation of a pre-manufactured bathroom building and the construction of an asphalt path around Herbig Park; and authorize the County Manager to execute the contract; and authorize the Community Services Director to approve change orders up to 5% of the original contract price. (Ryan Stanton)

H. For possible action. Discussion to: 1. Approve a $20,000 increase to the purchase order with HDL Software LLC, which increases the total amount of the purchase order from $130,606 to $150,606, and 2. Approve a budget transfer within the Room Tax fund to cover the additional expenses. (Geoff Bonar)

I. For possible action. Discussion to approve a $125,000 purchase order with US Foods for food and supplies for the Senior Center kitchen for Fiscal Year 2024-25. (Geoff Bonar)

J. For possible action. Discussion to accept a $68,000 donation from the Friends of Dangberg to repair the foundation of the main Dangberg Ranch structure; and adopt **Resolution 2024R-074** to augment the budget in the amount of the donation. (Ryan Stanton)

K. For possible action. Discussion to approve a $96,826 contract with Reyman Brothers Construction Inc. to perform foundation restoration to the Dangberg Home Ranch residence; authorize the County Manager to execute the contract; and authorize the Community Services Director to approve change orders up to 10% of the contract price. (Ryan Stanton)

L. For possible action. Discussion to approve an Interlocal Contract between the State of Nevada, Division of Public and Behavioral Health, and Douglas County for the allocation of $236,751.34 to Douglas County to provide health care access to special populations from July 1, 2024, through June 30, 2026; to adopt **Resolution 2024R-075** augmenting the Fiscal Year 2024-25 budget by $236,752 in the Social Services Fund; and retroactively authorize the County Manager to sign any required documents. (Jodi Martinez)

M. For possible action. Discussion to approve the proposed updates and changes to the Carson Valley Adult Day Club Policies and Procedures Manual. (Jodi Martinez)

N. For possible action. Discussion to approve a Memorandum of Understanding (MOU) between Partnership Douglas County and Douglas County for the County to provide resources to at-risk populations in the jail through the Forensic Assessment Service Triage Team (FASTT) program; and authorize Jodi Martinez to execute the MOU. (Jodi Martinez)

O. For possible action. Discussion to approve the Memorandum of Understanding (MOU) between the United Way of Northern Nevada and the Sierra and Douglas County Social Services to administer the Special Assistance Fund for Energy (SAFE) program which provides utility assistance to Douglas County residents for their NV Energy bills; and authorize the County Manager to execute the MOU. (Jodi Martinez)

P. For possible action. Discussion to: 1. Ratify the approval by the County Manager of the Subaward Amendment #1 to the State of Nevada, Department of Health & Human Services, Aging and Disability Services Division (ADSD) Transportation Grant award which increases the amount of the grant award by $18,000, and the County's matching requirement by $2,700, with a grant period ending June 30, 2024. (Geoff Bonar)

Q. For possible action. Discussion to: 1. Accept a Subaward Amendment #1 to the existing State of Nevada, Health & Human Services Department, Aging & Disability Services Division (ADSD) Homemaker Vehicle Purchase Grant, in the amount of $36,525.90, with a grant period of February 1, 2024, through September 30, 2024; 2. Adopt **Resolution 2024R-077** which augments the budget in the Senior Services Fund for Fiscal Year 24/25 to account for the grant increase; and 3. Authorize the County Manager to sign any required documents. (Geoff Bonar)

R. For possible action. Discussion to: 1. Approve the First Amended Contract for Services of Independent Contractor between Douglas County and Traci Isherwood for the Sagebrush Sprouts Preschool program; 2. Authorize the County Manager to sign the amendment; and 3. Approve a $100,000 purchase order for Fiscal Year 2024-25. (Geoff Bonar)

S. For possible action. Discussion to: 1. Accept Subaward Amendment #1 to the State of Nevada, Department of Health & Human Services, Aging & Disability Services Division (ADSD) Nutritional Services Incentive Program (NSIP) Grant, in the amount of $15,621, with a grant period of October 1, 2023, through September 30, 2024; 2. Adopt **Resolution 2024R-076** which augments the budget in the Senior Services Fund for Fiscal Year 2024-25 to account for the grant increase; and 3. Authorize the County Manager to sign any required documents. (Geoff Bonar)

T. For possible action. Discussion to approve a $350,000 blanket purchase order with Sysco for food and supplies for the Douglas County Senior Center kitchen for Fiscal Year 2024-25. (Geoff Bonar)

U. For possible action. Discussion to approve a quarterly contract with the Law Offices of Martin Hart LLC to provide indigent defense services in the not-to-exceed amount of $66,250 per quarter, and $450 per day for weekend and holidays for each bail hearing he is required to attend, or is available to attend, and authorize the County Manager to execute the contract and extend the contract on a quarterly basis as needed, effective July 11, 2024, through June 30, 2025. (Justin Clouser, Indigent Defense Coordinator)

V. For possible action. Discussion to approve Douglas County's participation in the Kroger Co. Settlement Agreement as a part of the One Nevada Agreement on the Allocation of Opioid Recoveries and authorize the County Manager to execute any required documents. (Mark B. Jackson)

W. For possible action. Discussion to approve the payment of a $86,373.50 invoice to Motorola Solutions for annual software maintenance, updates and support necessary for the Douglas County Sheriff's Office and 9-1-1 Emergency Communications for Fiscal Year 2024-25. (Undersheriff Elges)

X. For possible action. Discussion to approve the starting salary for a newly hired Deputy Sheriff II at Step 7 ($37.14 an hour) based on the candidate's experience and qualifications. (Undersheriff Elges)

Y. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through June 20, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

Z. For possible action. Discussion to renew a contract with Cannon Cochran Management Services Inc. (CCMSI) for third-party worker's compensation administrative services for Fiscal Years 2024-27 at a cost not-to-exceed $50,000 per year; and authorize the County Manager to sign the contract. (Christine Vido)

AA. For possible action. Discussion on renewing Douglas County's excess workers' compensation retention insurance coverage with Safety National Casualty Corporation for Fiscal Year 2024-25, at a cost not-to-exceed $198,466, and to authorize the County Manager to execute any required documents. (Christine Vido)

AB. For possible action. Discussion on Douglas County renewing its general liability and property insurance coverage with Travelers and the Alliant Property Insurance Program (APIP) for Fiscal Year 2024-25, in an amount not-to-exceed $1,118,874, and authorize the County Manager to execute any necessary documents for the binding of coverage retroactively. (Christine Vido)

AC. For possible action. Discussion to approve a $109,749 Purchase Order with the Nevada Department of Public Safety for Fiscal Year 2024-25 to provide statutorily mandated Pre-Sentence Investigation Reports to the District Courts prior to sentencing in criminal cases. (Delores Goelz)

AD. For possible action. Discussion to approve a 3-year contract with Thomson Reuters for legal research support for Douglas County's four judges and their Law Clerks. The contract term is from July 1, 2024, through June 30, 2027, with a 5% increase per year. Year 1 cost is $718.73 per month/$8,624.76 annually. Year 2 cost is $754.67 per month/$9,056.04 annually. Year 3 is cost $792.40 per month/$9,508.80 annually. (Delores Goelz)

AE. For possible action. Discussion to approve a 3-year contract with Thomson Reuters for patron access to conduct legal research at the Law Library located inside the Douglas County Public Library. The contract term is from July 1, 2024, through June 30, 2027, with a 5% increase per year. Year 1 cost $767.58 per month/$9,210.96 annually. Year 2 cost $805.96 per month/$9,671.52 annually. Year 3 cost $846.26 per month/$10,155.12 annually. (Delores Goelz)

AF. For possible action. Discussion to accept a $29,122.18 Nevada Division of Child and Family Services (DCFS) grant award to the Douglas County Juvenile Probation Department to support mental health and treatment services for juveniles and adopt **Resolution 2024R-070** augmenting the budget in the amount of the grant for Fiscal Year 2024-25 and authorize the Chief Probation Officer to sign the grant documentation. (Tammy Morris)

AG. For possible action. Discussion on the purchase of three (3) budgeted motor pool vehicles from Champion Chevrolet for a total of $155,795.75 for Fiscal Year 2024-25 under Nevada State contract 99SWC-S1495 and authorize the County Manager or Public Works Director to sign all related purchase order requests. (Jeff MacDonnell)

AH. For possible action. Discussion to approve an amendment with the Carson Area Metropolitan Planning Organization (CAMPO) to extend the Travel Demand Modeling contract from June 30, 2024, to June 30, 2026, and authorize the County Manager to execute any required documents. (Jon Erb)

AI. For possible action. Discussion to approve an open $566,007.55 purchase order with SHI International Corp. ("SHI") for Fiscal Year 2024-25 utilizing the State of Nevada Master Purchasing Agreement (99SWC-NV23-12771); and authorize the County Manager to sign any necessary documents. (Peace Ruggia)

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.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

8. For presentation only. Introduction of **Ordinance 2024-1641**, an ordinance amending provisions of Chapter 10.08 of the Douglas County Code, relating to traffic Control Devices, to restrict the passage of trucks on the portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane. This item is proposed to protect the safety of the current users of the aforementioned roadway, to promote the health and safety of the residents adjacent to the roadway, and to prevent an increase in the depreciation and wear on the roadway and otherwise help preserve this section of the road. First Reading. (Scott Morgan)

9. For presentation only. Introduction of **Ordinance No. 2024-1640,** an ordinance amending Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.36 – Adult Characterized Businesses to: 1) amend Section 5.36.010 – Definitions, Subsection H – Adult Revue, to clarify that an "adult revue" as defined under the Douglas County Code must be "owned, managed, or controlled by an unlimited gaming licensee" and must occur "within an established and designated showroom or showrooms owned, managed, or controlled by an unlimited gaming licensee"; 2) add Section 5.36.160 – Injunctive Relief, to clarify that any violation of Chapter 5.36 is subject to a civil action by Douglas County for preliminary and permanent injunctive relief to enjoin the violation; and 3) provide for all other properly related matters. First Reading. (Zach Wadle)

10. For possible action. Discussion on the adoption of **Resolution 2024R-071,** increasing the Douglas Disposal Inc. Residential and Commercial collection service rates by 3.29% and also increasing the Transfer Station service rates as allowed under the terms of the Franchise Agreement. Resolution 2024R-071 will also add a 35-gallon animal resistant tote option for residential customers and create an un-tarped load fee to the Transfer Station rates. The proposed rate changes will become effective August 1, 2024. (Philip Ritger)

11. For possible action. Discussion on the reorganization of the Douglas County Community Development Department, including the elimination of a Development Coordinator position (Pay Grade 109) and replacing it with a Development Coordinator Senior position (Pay Grade 110). (Andrea Pawling)

12. For possible action. Discussion to approve the reorganization of the Community Services Department by replacing the Assistant Director with a Deputy Director position and approve the addition of the Public Guardian's Office in the department. (Brook Adie)

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

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

ADJOURNMENT

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM
COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the draft minutes of the June 6, 2024, regular meeting of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the June 6, 2024, regular meeting of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None

BACKGROUND:

ATTACHMENTS:
060624ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, June 6, 2024, beginning at 10:00 AM in the Valley Ballroom of the Carson Valley Inn, 1627 U.S. Highway 395 North, Minden, Nevada and was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

CALL TO ORDER
The meeting was called to order at 10:11 AM due to technical difficulties.

COMMISSIONERS PRESENT:
Wesley Rice, Chair
Sharla Hales, Vice Chair
Mark Gardner, Commissioner
Walt Nowosad, Commissioner
Danny Tarkanian, Commissioner

STAFF PRESENT:
Scott Morgan, Assistant County Manager
AJ Hames, Deputy District Attorney
Nicki Leeper, Assistant County Clerk
Michelle Pablo, Senior Deputy Clerk

PLEDGE OF ALLEGIANCE

Chairman Rice speaks:
As Commissioner Gardner leads us in the Pledge, please remember what day it is as it's a very somber day for us in that so many of our young people died on the beaches of Omaha. And please keep them in your thoughts as we do the Pledge.

Commissioner Gardner speaks:
I was going to mention that as well. And rather, while it is a somber day, we must be thankful for those men and women who gave their lives for the liberation of Europe on that day. So, anyways, with that, please join me in saluting and pledging allegiance to the greatest flag on Earth.

Commissioner Gardner led the Pledge of Allegiance.

PUBLIC COMMENT (No Action)

Chairman Rice speaks:
The County Board of 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, and safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. Clapping, making remarks or gestures from the audience that may interrupt, interfere, or prevent any speaker from commenting should not occur. Okay, now that I've done that part of it, we are now open for Public

UNAPPROVED

Comment. Anyone who has Public Comment, please step up to the dais. And to be able to speak, you hit the button that shows a head.

Scott Morgan, Assistant County Manager, speaks:
We need to temporarily pause the meeting based on technical difficulties.

Chairman Rice speaks:
Okay, we're pausing again. So, smoke 'em if you got 'em. No, don't do that.

Laughter was heard.

A break was held for technical difficulties.

Chairman Rice speaks:
All right, let's try this. I think they call it take two. We'll give it a shot if you're willing to give Public Comment. Good luck.

Gene Robinson speaks:
Good afternoon to everybody. Good to be here. I'm going to make some overarching comments that might have some connectivity.

Chairman Rice speaks:
Would you give your name for the record?

Mr. Robinson speaks:
Oh, sure. Sorry about that. My name is Gene Robinson. I'm out of Sunridge subdivision there in the North County. Good afternoon, again. I'm going to give some overarching comment that might have some connectivity to what we'll be discussing later that need to, it's overdue that these comments need to be said here in public. So, I'll be as brief as I can. I just want to say that since the pandemic, unelected agencies have become completely out of control with respect to the Public Lands Act since the pandemic. Namely, the Forest Service, the National Park Service, and others have used public lands access to get Americans to accept a more authoritarian control of themselves as part of a much larger agenda. Unelected agencies are out of control. This includes the Transportation District, the US Forest Service, NDOT, and the Lake Tahoe Basin Management Unit. Reservation only campgrounds, day use and parking facilities bring unequal outcomes for those who are dispossessed of over the top phone technology and or credit cards and is inherently discriminatory. Physically, spontaneous access or physically challenged persons who arrive early at public facilities and beat the crowds are thrown out of deserted campgrounds and day use areas for lack of having a reservation. Those who have had major orthopedic surgeries or do not know from one day to the next that they will be functional enough just to get outdoors meet with these roadblocks with all reservation systems. So, the untenable excuse that maintaining first come, first serve access is too onerous, or maintaining self-pay cash kiosks where fees exist is not acceptable. At Lake Tahoe, I know of folks who have tried for six years to land a slot in Fallen Leaf Campground that have been veiled under the all reservation system. That is inherently discriminatory. Peak period pricing, supply and demand pricing, congestion pricing, whichever which you named it to label it. Last July, the US Forest Service at Lake Tahoe used additional security as an excuse to spike day use fees at US Forest Service facilities at Lake Tahoe. But a staffer in public affairs called it supply and demand pricing. I was appalled this abhorrent practice of spiking access fees to suppress visitor numbers or to generate revenue was put in place, and it needs slam dunk immediately. I've asked Representative Amodei of the Appropriations Committee to use his seat to slash the budget of the US Forest Service at Lake Tahoe to get them to moderate their policies back to pre-pandemic parameters. I'm about ready to close out here. I

UNAPPROVED

also look forward to lawsuits to correct the overreach of these unelected agencies with respect to public access at Lake Tahoe, so I'll close out with that. I'll have other remarks later to the items on the agenda. Thank you for listening.

Ellie Waller speaks:
Good morning. I'm not sure if I'll be in attendance this afternoon. I don't know how fast this meeting is going to go, so I'm commenting in support of Item 4 action. Douglas County has begun the process to conduct a feasibility study for the implementation of a parking program at various Tahoe sites. The program will require cooperation. This interlocal agreement sets forth the terms of the pilot program for parking in an area until the completion and acceptance of the feasibility study. This agreement outlines the distribution of net proceeds to be distributed 40 percent to the School District, 40 percent to Douglas County, and 20 percent to the Parents Club. My question is, what Douglas County fund will the 40 percent collected be allocated to and for what purposes? I don't want it to go to micro-transit. Next, Item 7 for possible action, increase of rates, fees, and charges by Community Development. I endorse and hope you will choose the immediate increase on July 1 by 14 percent. I want to thank Douglas County for putting the survey on a better option for the Justice Center design out there, hoping lots of people have seen it. The two newer designs seem more appropriate in my opinion. It would be nice to see Douglas County representatives at the Legislative Committee for the oversight of TRPA at their meeting tomorrow, June 7th, commencing at 1:00 PM at the TRPA offices at 128 Market Street. If you can't make that, there's two upcoming meetings, one in July and one in August. There's many things that affect Douglas County in Tahoe. I know the Strategic Plan and plans and budget meetings have taken enormous amount of time from the County Manager's staff and the Board's attention. I'm requesting that one of you request a follow up presentation from the Lake Tahoe Visitors Authority, Tahoe Douglas Visitors Authority and sidekick, Tahoe Chamber. The non-transparent pass through of the dollars between LTVA and TDVA I'm likening to the Tahoe Regional Planning Agencies Environmental Improvement Program and reporting millions of dollars, $34.3 million, to be specific, as reported in their 2023 annual report in federal funding, also has issues that will go before the oversight committee. Where are the deliverables and accountability? I'm requesting the Audit Committee and also one of you request the task go before the Audit Committee of LTVA at TDVA. Lastly, I will close, there was some event, big event in Tahoe that hasn't been really reported in the media, and I'm hoping that we will see something in the news about beach closures and what issues happened up there. Thank you.

Jim Jackson speaks:
Morning. First, I would like to thank Commissioner Gardner and Commissioner Tarkanian for being at the event Nathan Tolbert put on regarding Painted Rock Mine about a week ago. I think there was a lot of good comments that came out of the public at that point and a lot of actionable items that we can use. So, thank you again for being there. We appreciate that. You've got a copy of this, which was notes from the Johnson Lane newsletter that goes around. I don't agree with every one of the comments on there, but the first two were the ones that I thought were important. East Valley and Fremont, which is not a road that can handle large trucks, has seen increased traffic of Knox vehicles and Garnet vehicles. And like they said, five or six minutes between them and all day long, lots of noise. So, one of the things that they told us at the meeting down at the, when the BIA made the presentation that it would not affect our noise and all that, obviously, that was wrong. The second thing was, is we have a piece of property up on our cul-de-sac that is for sale and the people are really pushing it right now. The other day I was out working in my lawn and somebody was down looking at that property. And when they drove back up, they asked me about it. And I said, yeah, it's a very nice piece of property; did they tell you about the trucks? And they said, what trucks? And I said, you see that dirt road down there, the possibility between 150 to 250 trucks a day. They said, thank you, we're no longer interested. So, their comment that it would not affect property values was obviously bogus. It's going to. If they're going to sell property, they're going to have to drop the price considerably. The other thing is, is that BIA has proven that they could care less what

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impact it's going to have on us. There's been several people making comments about dangerous materials out there. The BIA, when they did core samples on the actual mine property, they only did four for I don't know how many acres, only drew four. Well, their comments are if there is a carcinogen or some other element out there that can cause great health problems, they don't care. They're going to put this road through and they're going to put the mine through no matter what. It's going to be up to the County to stop them. The other thing is, one of the items that I saw in the paper was on your new court building. They made reference to it being a temple of justice. I hardly think in this day and age, the way the judicial system is working, that you want to call it a temple. It is anything but. Let's hope that our courts are much better than the federal courts. Thank you.

Erinn Miller speaks:
Good afternoon. I am a Lake resident of Douglas County. I have three kids that attend the Lake schools. I'll be speaking on Item 4 and 5 later, but I do want to touch-base on an incident that occurred last week. Friday afternoon I walked down to Nevada Beach with two of my kids and my dog as normal and I was turned away from Nevada Beach. I was told by a park host that Nevada Beach was closed. Upon further conversations with this gentleman, it was explained to me that Thursday night a fight broke out at Nevada Beach. A 17 year old girl was lost at 9:30 at night, found two hours later, drunk, passed out underneath a picnic bench. Friday afternoon, I guess a group of high school students, not from Douglas, not from Whittell, not from South Tahoe, were at Zephyr Cove that caused the park and the beach to be closed at Zephyr Cove. This group moved to Round Hill Pines, which caused Round Hill Pines to close. And they eventually made their way to Nevada Beach, which closed Nevada Beach. Our local residents, this is our backyard. We take walks down there very often throughout the day or in the evening, just to track the sunset or just to relax before the big weekends come with a lot of tourists. It's very interesting that never once did I hear anything about any kind of closure for any of the three beaches, especially the one that's right across from my kid's school that one of my kids can actually see the lake from her classroom. So, I just wanted to make sure that you guys were aware of these incidents that are starting to happen already up at the Lake and at our beaches. Thank you.

Robin Ispisua speaks:
Hi, I am a resident over in Stodick Estates in Gardnerville. And we have got a problem that needs to be addressed in our neighborhood. It's a small community. It's become a shortcut for people not wanting to go through town because of the construction on 395. And we have a speed limit of 15 miles an hour. The average speed limit right now, going through our community, is right around 35. Even the school bus goes 35 miles an hour. The dump trucks go 35 miles an hour and even people who deliver mail go through very fast. Since the construction has started, we have had many people come into their neighborhood, come into the neighborhood, pull into the driveway and get honked at because they're not moving fast enough going into their driveway. They're passing other cars that are going the speed limit. The other day I almost got hit in the crosswalk by somebody cutting the corner going very fast. I would like to see if we could get some speed bumps put in, even if it's temporary, until they get finished with the construction zone going through on 395, just to slow the traffic down, or a detour some other way. If they were to finish Muller Road, there's about 40 yards that they could put some gravel in and get that traffic over to Toler, where they're originally trying to get, to pass through over on East Valley. But it has become a problem and the community has become dangerous. Thank you very much.

Lorre St. Germain speaks:
Good morning, Commissioners. I own a property at 3524 Silverado Drive in, it's classified as Carson City, but it's actually in Douglas County. And my first request from this podium is that I be put on the June 20th agenda. And I also would like to disclose that I have discussed this very briefly with Ms. Hales. This was probably at least a month or two ago, very briefly, and I decided to come here to present this first before hopefully getting on the agenda to go in to complete the situation. This goes back,

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unfortunately, a long time. This Commission or the parties that were here back in '93 approved a development agreement with Indian Hills GID, and with John Serpa, who apparently is a large developer in this area. And at that time, the parcel that I ultimately purchased, the only item on that parcel was a 100,000 gallon water tank, not dollars, a tank, and that was the only item on the 0.79 of an acre that I ultimately purchased. Then in June 2, 1994 was the first subdivision recording, and that subdivision recording all the way through phase five of that same subdivision, designated my parcel, 0.79 of an acre, as an easement for utilities in total. There was not to be a house on that parcel at all. Then on April 13, 1995, let me regress there, all the things that I have read about water, and I know that having water issues in Nevada is quite a noted thing here to get water when you're developing, the water category seemed to be quite problematic all the way up until the end of the development. So, I think there were many questions that weren't resolved before the development even started. So, on April 13, 1995, a permit was taken out for three things, a booster station of 550 square feet, a chain link fence, and a two million gallon water tank of which I have the plans and that tank was to be put on the location exactly where my house stands today. That permit was then, in August 24, 1995, Sierra Pacific Power, who was apparently the power company at that point, made an easement agreement with John Serpa. And they also said that they wanted that entire parcel to be for utilities...

Chairman Rice speaks:
I'm sorry, but you have exceeded your three minute limit. Thank you.

Jim Slade speaks:
I'm sure that you would all agree that details matter when it comes to public meetings, that words matter, that procedures matter. It's not only important for the Board, but also for the public. Even more importantly, it's vital to the public record. It's up to you, the Board, along with the Deputy DA to make sure that those standards are upheld. In nearly every Board meeting after Public Comment, the first three items are the same. They're straightforward, easily managed, almost pro forma; Approval of the Agenda, Approval of the Previous Minutes, and the Consent Calendar. Let's look at how those items were actually handled at your May 16th meeting three weeks ago. Regarding Approval of the Agenda, there's no discussion so the Chair asks for, "All those in favor of Approval of the Agenda for our last meeting." What? The last meeting? That makes no sense. No one bothered to correct him. After the vote, the Chairman then said, "Next we have Approval of the Agenda. Any changes to the agenda?" What? That was the previous item. The Vice Chairman leaned over and said, "Minutes." The Chair replied, "Am I stepping on myself again?" Yes, you were. After the vote, the Chairman failed to indicate the outcome of the vote, which is important, particularly for the record. Then came the Consent Calendar. After one item was pulled and a motion was made and seconded to approve the rest of the Consent Calendar, the Chairman asked "All those in favor of approval of the minutes?" What? The minutes? The item was the Consent Calendar. Again, no one corrected him, and again the Chair didn't state the outcome of the vote for the record. The Board then took up, pulled Item L and the Chair asked Kathy Lewis to address the item. Deputy DA Ritchie had to remind the Chair that he needed to read the item into the record first. Following Ms. Lewis' presentation, after a long pause, Mr. Nowosad made a motion to approve the item, but Commissioner Gardner reminded the Chair that he had to take Public Comment on this item first. Following Public Comment, the Chair started to ask for the vote and was reminded by Mr. Tarkanian that he had not asked the Board if they had any further comments. After those comments were made, Mr. Nowosad made a motion for approval. The Chair then called for the vote, only to be reminded that there was no second to the motion. The Chair responded, "I thought it had been seconded. Obviously not." Look, everyone makes a little mistake every once in a while, but by my count, that was about ten mistakes on what should have been the easiest part of the agenda all within six minutes of each other. Five of them were pointed out by other Commissioners or the Deputy DA, the others were not mentioned. This should be an embarrassment to the Board and to the County. Apparently, Mr. Rice is not up to the task of being Chairman, despite being in his 10th year on the Board. He should resign or be replaced as Chairman.

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Chairman Rice speaks:
Is there are any further Public Comment? Seeing none, Vice Chairwoman Hales would like to respond to one of the comments.

Vice Chairwoman Hales speaks:
Thank you. Listed on the agenda, there's Public Comment, and after that is response to Public Comment. So, I actually have some responses to more than one of the Public Comments. I wanted to mention to Mr. Jackson that I was at that meeting too. When Commissioner Gardner got up to speak, I slipped out. There is an Open Meeting Law concern if we're there. I know Commissioner Tarkanian spoke, and I'm like, okay, I think this is okay. But then I got concerned, so I slipped out. But I am concerned and I was there. It's good. I just wanted you to know. Ms. St. Germain, I know you weren't able to tell all of your story and it looks like we're not listening, but we are listening. And I have your number at home and I'll call to follow up. We just have this three minute time limit because we can get all sideways if we don't have some constraints. And I just want to say a word in support of our Chairman. It's much harder to run meetings than it looks and it's easy to get sideways on things. And I'm grateful that we are able to support each other. Sometimes we all use the wrong words and whatever and I appreciate when I'm corrected. And I think we got through it and we will continue to get through it. And these are not matters of substance and I support our Chairman. I wanted to, in response to your comments, say that I hope people look at my public service with some compassion and some leeway and I would hope that we would all give that same grace to all the Commissioners and really anyone who is doing their best to serve the public. Thank you.

Commissioner Nowosad speaks:
Mr. Chairman?

Chairman Rice speaks:
Sir.

Commissioner Nowosad speaks:
I would remind that we have three minutes for closing comments. So, Ms. St. Germain, you can use that three minutes to finish what you were talking about.

Commissioner Gardner speaks:
Mr. Chair?

Chairman Nowosad speaks:
Thank you, Commissioner Nowosad. Commissioner Gardner.

Commissioner Gardner speaks:
Thank you. I too knew that Vice Chairwoman Hales attended that meeting so I wrote that down as a comment to make sure that the record was straight on that, which Commissioners were in attendance at that. In addition to that, words matter. Words do matter, and it was indicated, Mr. Slade, you indicated that Chairman Rice has been on this Board for ten plus years and that is not correct. He is in the middle of, actually, he's a year and a half into his second term, which would make it five and a half years, not ten plus years. I just wanted to make that correction so that we make sure we get that into the minutes correctly. Okay. Other than that, I too, serving two years as Chair occasionally made a misstep and had to be corrected by Commissioners. So, as Vice Chairwoman Hales has indicated, it's not always an easy task. And when you're trying to run a meeting and pay attention to what is before you in regards to activities, sometimes we miss things. So anyways, that's it, Mr. Chair.

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Chairman Rice speaks:
Thank you. Commissioner Tarkanian.

Commissioner Tarkanian speaks:
I have a joke, I probably shouldn't say it. Never mind.

APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

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

APPROVAL OF PREVIOUS MINUTES

For possible action. Discussion to approve the draft minutes of the April 30, 2024, special meeting and the May 2, 2024, regular meeting of the Board of County Commissioners.

Commissioner Gardner speaks:
Mr. Chair, I have some corrections to the May 2nd meeting. So, before I make a motion to adopt the previous minutes, I'll make that correction. On May 2nd of the minutes I made the motion and I failed to articulate the entire motion so that it was in the record properly. So, at this time, I would like to amend the minutes of the May 2nd meeting, which was to adopt Ordinance 2024-1636 as presented, subject to the conditions set forth in Exhibit A to the Staff Report, based upon the applicant's ability to make the required findings, the recommendation of both the Planning Commission and the Town of Gardnerville Advisory Board, Public Comment, and the discussion of the County Commissioners; and approve the associated three Tentative Subdivision Maps: DP23-0050, DP233-0051, and DP24-0014, subject to the conditions set forth in Exhibit A to the Staff Report based upon the applicant's ability to make required findings, with the recommendation of both the Planning Commission and the Town of Gardnerville Advisory Board, Public Comment, and the discussion of County Commissioners. With that, I would move for the approval of the April 30, 2024 special meeting and the May 2, 2024 regular meeting, as amended.

Commissioner Tarkanian speaks:
Second.

Chairman Rice speaks:
Thank you, Commissioner. Any other corrections to the minutes? Seeing none, it's been moved and seconded. All in favor, say aye. Any opposed? Motion carries unanimously.

MOTION TO: Approve the minutes of the April 30, 2024, special meeting and the May 2, 2024, regular meeting of the Board of County Commissioners as amended; carried.

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

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CONSENT CALENDAR

MOTION TO: Approve the Consent Calendar Items A through V; carried.

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

A. For possible action. Discussion to accept a $748,954 Federal Aviation Administration Bipartisan Infrastructure Law - Airport Infrastructure Grant, with a required local match amount of $58,273, for the taxilane/apron rehabilitation project at the Minden-Tahoe Airport; authorize the County Manager or Public Works Director to sign any required paperwork; and adopt Resolution 2024R-061 augmenting the Fiscal Year 2023-24 Airport Budget by the amount of the grant. (Heather MacDonnell)

B. For possible action. Discussion to approve the Douglas County Assessor's request, and County Treasurer's petition, to remove $52,276.23 in unsecured personal property taxes from the tax roll that have been determined to be uncollectible, and order the County Treasurer to correct any assessments entered in error in accordance with NRS 361.5607 or NRS 361.765. (Trent Tholen)

C. For possible action. Discussion on the approval of the Outdoor Festival Permit application submitted by Terri Schultz of Friends of Genoa for the Genoa Americana Celebration to be held July 4, 2024, from 10:00 AM to 5:30 PM at Mormon Station State Historic Park, 2295 Main Street, Genoa, Nevada, subject to the stated conditions/comments by the reviewing departments. (Amy Burgans)

D. For possible action. Discussion to accept and verify the April 22, 2024 through April 24, 2024 Property Tax Sale Return Report and affidavit of the Clerk/Treasurer of publication of notice of sale per NRS 361.595. (Amy Burgans)

E. For possible action. Discussion to accept the Douglas County April 2024 Investment Report submitted per Douglas County Code 3.02.040. (Amy Burgans)

F. For possible action. Discussion to accept the Douglas County Treasurer's Monthly Statement for April 2024 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans)

G. For possible action. Discussion to approve a contract between Douglas County and Truepoint Solutions, LLC, in an amount not-to-exceed $10,000, for additional improvements to the DigEplan Software intended to enhance the efficiency of the Douglas County Community Development Department and its customers during the Fiscal Year 2023-24 budget cycle, from April 1, 2024, through June 30, 2024, and authorize the County Manager to execute the contract. (Andrea Pawling)

H. For possible action. Discussion to approve a Contract for Professional Services between Douglas County and Truepoint Solutions, LLC, in an amount not-to-exceed $55,000, for consulting services and maintenance of Accela software, from July 1, 2024, through June 30, 2025, and authorize the County Manager to execute the contract. (Andrea Pawling)

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I. For possible action. Discussion to approve a Contract for Professional Services between Douglas County and Truepoint Solutions, LLC, in an amount not-to-exceed $7,500, for consulting services and maintenance of DigEplan software, from July 1, 2024 through June 30, 2025, and authorize the County Manager to execute the contract. (Andrea Pawling)

J. For possible action. Discussion to approve a Contract for Professional Services between Douglas County and Truepoint Solutions, LLC, in an amount not-to-exceed $18,261.90, for an enterprise DigEplanPro license for Douglas County staff and Accela Civic Platform users, from July 1, 2024 through June 30, 2025, and authorize the County Manager to execute the contract. (Andrea Pawling)

K. For possible action. Discussion to: 1. Accept a $60,000 grant from the State of Nevada Aging and Disability Services Division to be used to purchase a new Meals on Wheels vehicle; 2. Adopt Resolution 2024R-060, which augments the budget in the Senior Services Fund for Fiscal Year 2023-24 to account for the grant award; and 3. Authorize the County Manager to sign the grant award and all associated grant documentation. (Geoff Bonar)

L. For possible action. Discussion to approve a $49,700 contract with Central Sierra Construction, Inc. to perform restoration work on the Douglas County Fairgrounds announcer's booth; authorize the County Manager to execute the contract; and authorize the Community Services Director to approve contract amendments up to 10% of the contract value. (Ryan Stanton)

M. For possible action. Discussion to accept a $10,000 increase to a grant from the US Forest Service (Cooperative Law Enforcement Agreement 22-LE-11051360-013 - Modification 002); authorize Douglas County Sheriff Daniel Coverley to sign the required documents; and adopt Resolution 2024R-054 to increase the revenue and expenditure budgets of the general fund. (Undersheriff Elges)

N. For possible action. Discussion to accept the donation of two Message Reader Boards from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office. (Undersheriff Elges)

O. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through May 1, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

P. For possible action. Discussion to approve the restructure of the Accounting Operations Supervisor position in the Finance Department to Accounting Manager, with a corresponding reduction in costs incurred for professional services resulting in net savings to the County of approximately $36,629. (Kathy Lewis)

Q. For possible action. Discussion to retroactively approve a total of $65,715.62 in payments to Civic Initiatives for professional services related to the solicitation of requests for proposals for airport management services for the Minden-Tahoe Airport. (Kathy Lewis)

R. For possible action. Discussion to accept the Public Guardian's 2024 First Quarter Report for the period beginning January 1, 2024, and ending March 31, 2024, per Douglas County Code 2.22.135. (Nicole Thomas)

S. For possible action. Discussion to approve a contract amendment to the Water Utility Emergency On-Call Contract with Summit Plumbing Co. LLC, and authorize the County Manager to execute the Contract Amendment. The contract amendment will increase the

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contract price by an amount not-to-exceed $6,300, for a new total annual contract amount of $105,300, for the period of July 1, 2023, to June 30 2024. (Rick Robillard)

T. For possible action. Discussion to accept a $4,772 Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity (SLC) grant award for the period of April 19, 2024, to November 30, 2025, from the State of Nevada, Division of Emergency Management; adopt Resolution 2024R-058 augmenting the Technology Services fund to account for the grant award; and authorize the Emergency Manager to sign all related documents. (Kara Easton)

U. For possible action. Discussion to accept an $86,915 Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity (SLC) grant award for the period of April 19, 2024 to November 30, 2025 from the State of Nevada, Division of Emergency Management; adopt Resolution 2024R-059 augmenting the Technology Services fund to account for the grant award; and authorize the Emergency Manager to sign all related documents. (Kara Easton)

V. For possible action. Discussion to approve a $238,805.63 purchase order with Dell, Inc. for the purchase of computer hardware, software and maintenance services; and authorize the County Manager to sign all related documents. (Peace Ruggia)

ADMINISTRATIVE AGENDA

1. For presentation only. Ceremonial presentation of Proclamation 2024P-063, proclaiming June 6, 2024 as "National Naloxone Awareness Day" in Douglas County, Nevada. (Chairman Rice)

Chairman Rice read the agenda item into the record.

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

Daria Singer, Partnership Douglas County Executive Director, speaks:
Thank you. With me I have Undersheriff Elges and Ms. Carson City, Kassandra Butterfield Tapia representing some of our local partners that we work with to do naloxone education, awareness, and training. And I just want to say thank you to the Board and to you all here in Douglas County for supporting these efforts and continuing to empower individuals to get the help that they need and to be prepared and save a life by using naloxone.

Chairman Rice speaks:
Thank you.

Ms. Singer speaks:
Thank you.

Pictures were taken.

RESULT:	**PRESENTATION HELD.**

2. For presentation only. Ceremonial presentation of Proclamation 2024P-062, proclaiming the week of June 17, 2024 through June 23, 2024, as "National Pollinator Week" in Douglas County, Nevada. (Chairman Rice)

Chairman Rice read the agenda item into the record.

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

Lindsay Chichester, UNR Cooperative Extension Educator, speaks:
Thank you, I would just encourage you if you are thinking about supporting pollinators in your own habitat, we have a great display that Jessica Gardner and our Master Gardeners have put in front of our office. We're on 1325 Waterloo Lane, across from Lampe Park. Lots of great things are blooming, lots of pollinators are visiting it. And also, your pollinators also need water, so put out a source of water for them. If you have any questions about how to establish a pollinator habitat, Jessica and the Master Gardeners can help with that as well.

Chairman Rice speaks:
Thank you.

Ms. Chichester speaks:
Thank you.

Pictures were taken.

RESULT:	**PRESENTATION HELD.**

A break was held.

Chairman Rice speaks:
All right, everybody in their places with bright… no, I'm not doing that. Anyway, we're back on the record.

3. For possible action. Discussion on a presentation from the University of Nevada Reno (UNR) regarding the Douglas County Extension Program and Budget for Fiscal Year 2024-25. (Lindsay Chichester)

Chairman Rice read the agenda item into the record.

Lindsay Chichester, UNR Cooperative Extension Educator, speaks:
Hi, everyone. Thanks for having us this morning. I am transitioning out of my role as the Extension Educator here in Douglas County, as I've accepted a position with the Nevada State 4-H Leader, so I'll be leading our Youth Program in 4-H across the state. I'm excited about that, but obviously want to make sure that Douglas County is in a position to keep doing well from the Extension front. And that's what we'll talk about today and share some of the stuff that we've been doing and talk about our proposed budget for this upcoming year. Real quick with me is Holly Gatzke, she is our Northern Area Director, and she can help answer any questions that might come up as well. So, just as a reminder, Extension across the country is a partnership between federal, state, and county local. So federally, it's a partnership with the USDA NIFA and then it trickles down to the states and then of course, County support as well.

Ms. Chichester started the presentation and covered the following topics:

- Douglas Updates: Extension Programs, Budget, and Staffing Presentation
- Extension: Federal, State, County Partnership
  - The Smith-Lever Act, which was passed in 1914, established the partnership between the land-grant colleges of each state, the federal government through the United States Department of Agriculture (USDA), and local county governments to support extension work.

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- Extension
  - For nearly 150 years, Extension has taught Nevada residents research-based education to improve their lives and address critical public issues in:
    - Natural Resources
    - Horticulture
    - Agriculture
    - Health
    - Community and Economic Development
    - Youth and Family Development
  - Extension programs are built collaboratively with the community, federal, state, and county partnerships.
- What that looks like in Douglas County
- Extension Douglas - County Organizational Chart (Updated April 2024)
  - Lindsay Chichester - Extension Educator/Assoc. Professor (Academic Faculty) - 1 FTE
    - Jessica Gardner - Horticulture Program Coordinator (CBI3) - 1 FTE
    - Tara Ansotegui - 4-H Youth Development Coordinator (CBI3) - 1 FTE
    - Patricia Schille - Administrative Assistant (CBI3) - 1FTE
    - Karen Beatty - Office Assistant (Temp Hourly) - .5 FTE
    - Mary Martin - Beekeeping Program Support/Office Temp - Seasonal Temp Hourly
    - Daunelle Wulstein - RMA Grant: Apiculture Programs

Ms. Chichester speaks:
I just wanted to drill down a little bit. You may be familiar with some of the programs we do and have done, but in case you're not just to remind you what those look like.

Ms. Chichester continued the presentation and covered the following topic:

- Agriculture
  - Eagles and Agriculture (collaboration with the CV Chambers)

Ms. Chichester speaks:
I help specifically with reaching out to the ranches for the ranch tours and then just bits and pieces here and there. But it's definitely having access to some of our most historic ranches in the Valley is a nice opportunity to talk about what that looks like and agriculture, the heritage of it.

Ms. Chichester continued the presentation and covered the following topic:

- Cattlemen's Update (virtual and in-person options)

Ms. Chichester speaks:
That's been going for 50 plus years around the state. In COVID, we added one day of virtual option, and then we do four to five in-person options around Northern Nevada. So, we've hosted here in Douglas County and then we've also provided content expertise as speakers on that tour.

Ms. Chichester continued the presentation and covered the following topic:

- Beginning Farmer Rancher and Farm to Fork Programs (virtual and in-person)

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Ms. Chichester speaks:
We meet with all the participants who want to be in agriculture and just never had a reason to get involved until now. And they start with us and go through a business plan. There's some financial learning that they go through and just different things, so they have eight virtual sessions where they learn about finances, business plans, budgeting, agriculture, the animal sciences, horticulture, and then our capstone is we kick it off on a two-day tour. This year, one day focused in Reno and Carson City and then the second day we hosted down here in Douglas County. And then they submit their business plan to our group of instructors and we give them a certificate of completion that they can then take to their lenders and hopefully make their dream a reality.

Ms. Chichester continued the presentation and covered the following topic:

- Small Farm Conference

Ms. Chichester speaks:
This was actually hosted in Fallon this year, but they're going to rotate it around the area. And this is for anyone who's working small farm agriculture. Some of the nuances that are a little bit different than bigger, larger production ag.

Ms. Chichester continued the presentation and covered the following topic:

- Agriculture
  - Beekeeping programs and classes
  - Bee and Pollinator Club
  - Bee 4-H Club

Ms. Chichester speaks:
We meet twice a month. There’s probably about 35 families signed up now.

Ms. Chichester continued the presentation and covered the following topic:

- Food Business Center (coming soon)

Ms. Chichester speaks:
This program, it's pretty new, but kicking off that could be a lot of opportunity for people in Douglas County and surrounding areas is the food business center. So, this will help anyone that makes maybe the best homemade marinade that exists and now you want to scale it up to the next level. How do you do that? So, this project will help people be able to take something small and really ramp up those efforts.

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

- Horticulture
  - Master Gardeners
    - Seed Swap
    - Plant Swap
- Horticulture
  - Heritage Park Garden
  - Dangberg Home Ranch Historic Park
  - Pollinator Demo Garden and Educational Classes at Extension Office (County grant)
  - Native Plant Sale

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Ms. Chichester speaks:
That was made possible, actually through one of the County grants that Jessica obtained to provide the signage, the plants, and then her and the Master Gardeners did numerous outreach events on all things pollinator plants and native plants. So, come by and check it out. Lots of things are blooming now. It's very pretty. Then Jessica and the Master Gardeners did a native plant sale out at River Fork Ranch with the Nature Conservancy and just encouraging people to plant native things that don't require a lot of water in our system here in Nevada. So, another really popular event.

Ms. Chichester continued the presentation and covered the following topic:

- 4-H Youth Development
  - Summer Day Camps
  - 4-H Camp at Lake Tahoe

Ms. Chichester speaks:
Tara did quite a few summer day camps last year. There was a different theme every week and the youth would come and learn about everything from livestock to STEM: science, technology, engineering, and math. They would make a whole bunch of messes, which is great for summer camps to be messy and dirty and do things that your parents won't let you do at home, you can do at the Extension office. Then, of course, in our own backyard, we have our 4-H camp at Lake Tahoe, which is a beautiful facility that we're lucky to have. And we really take advantage of trying to send… here's a fun fact. Douglas County has more kids going during our week of camp then, we go up with Washoe, Carson, Storey, and Douglas is our county cohort of who we send kids to camp with, and Douglas County is sending more kids than any other county which I think is great that we've got so many kids that want to head to camp.

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

- 4-H Youth Development
  - Information Night & Awards Night
  - American Farm Bureau Youth Leadership
  - You Gotta Believe (YGB) Youth Livestock Showmanship Clinic
  - Shooting Sports - Leader's Training
  - Nevada Jr. Livestock Show
  - Nevada 4-H Livestock Judging Contest
- Other programs and events
  - Fall Festival

Ms. Chichester speaks:
Last year was our first one. This year we'll have our second annual, and that's always at the Dangberg Home Ranch and we encourage you to come out. We've got everything from, we took it as literally a harvest theme, and we harvested honey, we harvested plants and flowers. Our mobile meat team was there, and they did a meat cutting demonstration. So, lots of fun things around.

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

  - Bee and Garden Conference
  - Volunteer Appreciation
- Other Extension Programs in Douglas County
  - Radon

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Ms. Chichester speaks:
We do a big promotion in January and February for that where you can get a test for your home. It's the second leading cause of lung cancer behind smoking and it's just a gas that comes into your home through your floor.

Ms. Chichester continued the presentation and covered the following topic:

- Living with Fire

Ms. Chichester speaks:
We've done some meetings down in TRE after some of our fires and they're also working with some of our tribal partners here in Douglas County to talk about culturally important burning and what that means.

Ms. Chichester continued the presentation and covered the following topic:

- Economic development community groups

Ms. Chichester speaks:
So, our neat team did some economic development assessments that were provided, I believe, last year was their big year on that. And they provided some information and updates to all of you.

Ms. Chichester continued the presentation and covered the following topic:

- Provide resources, guidance, and education to the local citizens

Ms. Chichester speaks:
So, that kind of wraps up what extension is and what we're doing. And part of our agreement, since we're a little bit different than some of the other partners within the County, our budget comes from the ad valorem and property taxes so we try to be as transparent as possible in everything we do and make, all of our outreach. So, this is what we propose for this upcoming year and this is what we've submitted.

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

- Proposed Budget
  - Estimated Revenue
    - Property Taxes - $400,450.00
    - Estimated Expenses - $388,246.63
  - Expenses from Current Year
  - Salary – UNR Employees
    - Total cost for all positions combined
      - Projected Cost - $212,490.00
    - Longevity/Retention
      - Projected Cost - $3,004.00
    - Subtotal
      - Projected Cost - $215,494.00
  - Fringe
    - Total cost for all positions combined
      - Projected Cost - $82,042.00
    - Longevity/Retention
      - Projected Cost - $75.00

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- Subtotal
  - Projected Cost - $82,117.00
- Operating - UNR Paid Projected Cost
  - Telephone/Communications - $4,721.00
  - Postage/PO Box rent - $ 316.00
  - Fingerprinting - $ 936.00.

Ms. Chichester speaks:
Fingerprinting is on there because of all of our volunteers. We do ask that they be fingerprinted and background checked because they work with our youth.

Ms. Chichester continued the presentation and covered the following topic:

- Travel - $ 12,846.00

Ms. Chichester speaks:
We were able to finally get an Extension vehicle, so that will help our travel quite a bit. We weren't sure how to budget this year since that is a new addition to us. But it is nice having an Extension vehicle that the County was able, we were able to purchase with some of our rollover funds as we need to attend events and meetings and haul horticulture and beekeeping equipment around.

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

- Utilities - $500.00
- Copy Charges - $ 2,229.00
- Copier Rental - $ 3,384.00
- Janitorial Services - $-
- RUS-DLT Grant Match - $ 4,233.63
- Maint. Office Equip - $3088.00

Ms. Chichester speaks:
We've got it budgeted right now that we replace one new computer in our office a year. So, we're kind of on a five year rotation with all of the equipment for each supplies, small projects.

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

- Storage - $-
- Risk Mgmt/Co Insurance - $ 2,900.00
- Risk Mgmt Cost Allocation - $1,787.00
- Central Services Cost Allocation - $ 14,920.00
- Bank Fees – checking - $175.00
- Contingency - $6,550.00
- Books and Periodicals - $647.00
- Training and Education - $1,000.00
- Office Supplies - $5,267.00
- Small Equipment - $4,850.00
- UNCE – Program Efforts - $14,835.00
- Small Projects - $253.00
- 4-H Supplies - $5,198.00

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    - Subtotal - $90,635.63
  - Proposed Budget Recap
    - Estimated Revenue
      - Property Tax (Taxes) - $400,450.00
      - Estimated Expenses - $388,246.63
- County/State/Federal Partnership
  - FY 23 Expenses by County - Douglas County
    - State - $117,217
    - Federal - $63,140
    - County - $258,467
    - Grants - $133,230

Ms. Chichester speaks:
I mentioned earlier our county, state, federal partnership and I think this is always important to talk about and share as well. My salary primarily is a State funded salary. So, the State provides my salary. And a small portion is paid by Douglas County, but the bulk of it is from the State. Once in a while, some of the other staff will have a small portion of State, but it's not very common. And then what we receive here in Douglas County are the portion of the federal, the County contribution, and then grants. So, I'm on the promotion and tenure track, and so writing grants is, of course, part of that process. So, all of the grants that we do bring here to Douglas County or some of my colleagues across the state that write grants also, any time a grant impacts and benefits Douglas County, this is how it's factored in. So, the cost, the return on investment is pretty significant, with over half a million that the contributions are bringing back to Douglas County.

Ms. Chichester continued the presentation and covered the following topic:

- UNR Provided O&M
  - 2023-2024: $9,262
  - Waiting on 2024-2025 amount
    - Use it to support building and office maintenance
    - Utilities (gas and electric)
    - Cleaning
    - Pest control
    - Storage unit
    - Consumables (tp, paper towels, Kleenex)

Ms. Chichester speaks:
Recently, we have worked with Moss Adams and the Finance Department to put together an MOU because our budget process has been a little bit cumbersome in the past where we send stuff. We make an invoice, it has to go to the University for signature and it comes back here. And Moss Adams suggested that our annual budget would just go to the University to manage out of there.

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

- As part of our MOU
  - D. To provide an opportunity for the County to review and assist in the development of an annual plan of work in cooperation with staff, the Area Director and the Director of University of Nevada Cooperative Extension.
  - F. To provide an annual bud□et to the Douglas Board of County Commissions (NRS 549.020) and not less than quarterly reports of expenditures of county funds to Douglas County.

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    - G. To provide an annual performance report to the Board of County Commissioners that links strategic goals to initiatives with defined output and outcome-based performance measures on program activities in the county.
- Staffing
    - What is changing
        - Lindsay is transitioning to the role of Nevada 4-H Program Leader
        - Extension Educator/Specialist position will be refilled
            - Focus: Farm and small acreage water specialist

Ms. Chichester speaks:
The reason that we kind of focused in on that is because some of the programs that we talked about really deal with this, that beginning farmer/rancher water is important to all those people trying to figure out, you know, if they're going to grow crops or raise animals, what that looks like. There's already some existing programs in place that this expertise can support. With all of the A-19s in Douglas County, that would be hugely beneficial as well to these people that, you know, just need to better understand their water and how it should move around their property. And then there's some curriculum that I just hadn't had a chance to ever update, but Sue Donaldson, one of our previous water specialists with the University, retired and created a small acreage curriculum that's pretty robust and is just a great resource for people. And I would really hope that this position could help update that curriculum as we see a lot more small acreage owners move into the area.

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

        - Reassign some of Lindsay's internal tasks to Admin Asst.
    - What is NOT changing
        - Continued high quality programs delivered by high quality staff
        - Excellent customer service
        - Continued partnerships within the county

Ms. Chichester speaks:
So, with that we'll take any questions.

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

Chairman Rice speaks:
All right. Any questions or comments from the board. And we'll start at this end, Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
Well, I appreciate your good work. And it's good to see those slides with all the many good things that you accomplish in your office and you. With this change, I know we've talked about this change and you know this question's coming, I just would like to know, my understanding is that each county will have rather than someone who is a little expert in a lot of things, the different counties are going to have experts in one thing and be experts in one thing, and share that expertise with other counties, statewide, or Northern Nevada. And I guess which, in theory sounds good, but I want to make sure that our person, and I don't even know what is the name of the title…

Ms. Chichester speaks:
Of the person that will be hired?

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Vice Chairwoman Hales speaks:
Yeah. Or your title, your former title.

Ms. Chichester speaks:
My former title was Extension Educator. This will be a Specialist.

Vice Chairwoman Hales speaks:
This will be a Specialist.

Ms. Chichester speaks:
Which means that they can dig in a little bit deeper to some of the… educators were more generalists, as you mentioned, you had to know a lot about a lot. And they will be able to hone in a little bit more and have a more specific skill set.

Vice Chairwoman Hales speaks:
We don't want to lose a person being here physically and being able to provide the… I mean, I like what is not changing. I mean, I like that list, but I want to dig deeper and know how is that not going to change? And will our person actually be present in our county?

Ms. Chichester speaks:
Yes. So, the plan is that they will be hired to be based here in Douglas County and they will have obviously a County commitment here. Obviously, not every county can afford nor has the space to have all of the expertise in one county. So, there's an animal science specialist that will be hired in Churchill County. So, as some of these expertise's are happening in the area or the region, we'll be able to utilize that and I hope that that cohort of people will work on building some programs as well. So, they will be based here, housed here. I don't know, I mean, they could have some responsibility around the state, but as we all know, you know, the state is so diverse that what they would talk about and be applicable may not apply to Southern Nevada. It's probably more relevant to Northern. I don't know if Holly wants to…

Holly Gatzke, UNR Northern Area Director, speaks:
Yes. It's always hard to get down to the details and explain the slight shift that's happening. But a lot of the great programs that Lindsay was talking about, she definitely did that in collaboration with other people across the state in many cases. So, that collaboration is being enhanced and shifted a little on how it's done, because we found that the Extension Educators, when you're trying to do that many hats, it's hard to do things well and you burn people out. And so that was my fear as somebody working with them. But yes, I mean, your exact question on this water person with water expertise, what usually happens, I can't even think of a case when it hasn't happened, is that we will locate it and we will post the position to be in Douglas County at the Douglas County office, straight up. That's how it works. So, the position will be here. And when they develop programing, they will be looking at the County's needs and then how that reflects across the state. So, usually what happens is they develop programing that works for the small acreages and the needs that are found here. There's a lot of watersheds here. There's a lot of good collaborators. So, they would develop programing and then once that programing is developed, it tends to sprinkle across and help other areas as well. And that will happen in the other areas, as Lindsay just said. We literally did interviews yesterday for a livestock specialist, which we haven't had for over 15 years. That person will be in Fallon, but I expect them to do the same thing in that they will develop programing, but that will spread across. And there are teams already set up that really do bring that education on the ground to different communities and rotate around and do those types of activities. So, we're enhancing that side of things. It just means putting different titles and allowing people to drill down and be a more deeper expert in their area and give them time to do that while sharing that in different places. Does that help answer your question?

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Vice Chairwoman Hales speaks:
Could you get more specific? How many days will they be on the road a year? How many days will they be in Douglas? How many days will other Specialists be in Douglas?

Ms. Gatzke speaks:
Of course, that's going to vary depending on the issues and such, but I would expect a Specialist to be at least here 50, 60 percent of the time or more depending on how much activity is going on. And then they would be doing stuff in other places. Often Specialists are more like 80 percent on the ground in a location. And then what you do is you do workshops and activities that go across. You may also, we have our system set up that we do hybrid online classes a lot in some cases or roadshows where people rotate through. So, some of the events that Lindsay mentioned where you had activities for local people, those activities are bringing in experts from other areas and those experts will be able to drill down into a higher level of expertise with this new system. And that's what we're looking for.

Vice Chairwoman Hales speaks:
I guess my desire is to make sure that the County's money being spent, which is the bulk of this, right? Did I see that wrong?

Ms. Gatzke speaks:
No. When it comes to the experts that we have, the Specialists, that is state and federal funding that pays for those salaries, and so County money is always only spent for the benefit of those county residents. That, we're very tight and very clear on our accounting always on. And so, the reality is all of Douglas money would be spent here. The position we're talking about is paid with state and federal money, which is partly why it's got to share across the state to some degree. But we do tend to strategically put those positions in areas of need. And so, that's how we do that and make sure that we get things covered for different regions. So, their operating money will largely come from grants in most cases and the salary is from federal and state.

Vice Chairwoman Hales speaks:
But that person is still in charge or am I wrong about that? Is this person still in charge of our Cooperative Extension Program?

Ms. Gatzke speaks:
They'll definitely be a voice in the office, but we're also shifting some of those duties to other people in the office that are here all the time to ensure that happens.

Vice Chairwoman Hales speaks:
So, who supervises and evaluates the people in the office?

Ms. Chichester speaks:
This position.

Vice Chairwoman Hales speaks:
This position. Okay. So, in that respect, the spending of the County money is under this Specialist.

Ms. Gatzke speaks:
Yeah.

Vice Chairwoman Hales speaks:
And the County spends a lot of money on this. So, I in my role, what I want to see is to make sure that we get our money's worth. So, when you make this shift, I mean, the idea is fine, but in operation, I'm not

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100 percent comfortable that we're set up to get as much as we get now or more. I know this isn't an action item. I mean, it is an action item, but there's no specific action called for. So, I mean, I guess I would like to see maybe in six months either a written report or a short accounting of how the new system is working. And are we getting the same benefit and similar or better program and what is our participation rates and that sort of thing. I'd like to know.

Ms. Gatzke speaks:
And certainly, we have no problem doing that. It's a conversation and a communication. We want it to work. We are trying something new, I'm going to be honest about that. So, we will be monitoring closely. That is not a problem to come back and report and show how it's working, how it's not. Have a discussion and see how it is. I mean, that's why we're here, to have a conversation. We fully respect and have the same goal of making sure that you get the bang for the buck. We know it's taxpayer money and our job is to bring the best research based education to the residents of Douglas County. So, we certainly have that goal too. So, coming back and doing a reporting of how it's going, I think that's a wise move. And in fact, part of what we're intending to do anyhow. So, that would be no problem at all.

Chairman Rice speaks:
Thank you. Commissioner Nowosad, do you have any comments or questions?

Commissioner Nowosad speaks:
No, I think Vice Chairwoman Hales encapsulated everything I would say.

Chairman Rice speaks:
Thank you. Commissioner Tarkanian is a nope. And Commissioner Gardner, do you have any comments?

Commissioner Gardner speaks:
Yes, sir. I do, thank you. As I look at this, first of all, thank you for the presentation. I guess my question revolves around timing. When is this, how is this going to roll out? Are you already looking at a… and I like the idea of a farm and small acreage water specialists, especially here in Douglas County, we have so much farming that takes place. So, those are basically my questions. And then also, we have a lot of people that are already regulate a lot of water in Douglas County; Carson Water Conservancy District and also the Water Conveyance Committee. And those folks already know, pretty much, how water flows in Douglas County. It's almost to the point where it's hard to drink a bottle of water without them knowing about it, right? Just those observations. So, how are they going to, number one, what's the timing? Number two, when are you looking at this person? And number three, how are we going to interface with those other entities?

Ms. Chichester speaks:
So, the timing is, I mean, this is the first step, bringing this to all of you and that we agree that this is a good place to move it forward. And then Holly will start working on a job description with our HR Department and get that ready. And then it'll go through the University's system for all the approvals, and then it'll be posted and it's got to be posted for a month at least. Then when it's posted, we put out national, posted everywhere we can that makes sense within trying to find that demographic we're looking for. So, it could be, I don't know, three months, maybe, that it will take to get this going. Keep in mind, there's going to be other programs that are happening too. So, it's not like programing is just ceasing to exist. And to your comment about the other agencies, you know, by no means do I think either of us ever anticipate this person will have any regulatory duty. It'll be working in partnership and collaboration with those to deliver education. So, you know, what are good water management practices? What are good methods for irrigation and water distribution? It'll be more of those type of things, is what I anticipate. Obviously, that could be different once they get here. And then they might decide to do a needs assessment as well. I did one when I started as well, and it's probably time for an update too, just to really pinpoint

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the accuracy of topics that they want to focus in on and what's important to the citizens of Douglas County. And then, let's see. There was one more. What am I forgetting? Did I answer them all?

Commissioner Gardner speaks:
Yes. Interfacing with the other agencies.

Ms. Chichester speaks:
Yeah. And I hope that they, you know, like, currently I was on the Education Board with the Water Conservancy working with Brenda and all of them. I think there's definitely lots of opportunities to engage with the local agencies where it's appropriate and provide that education and outreach and expertise that we can bring.

Commissioner Gardner speaks:
Well, I certainly want to express my feelings of loss that you're not going to be in this position again. How difficult do you find… have you researched or do you anticipate a difficulty in finding this water specialist, I suppose?

Ms. Chichester speaks:
Maybe. Well, what is always interesting to me, I have been asked to be on numerous committees over the years trying to find staff and positions and some of them we get filled quickly because there's a ton of interest and some of them, it takes longer. And it's always a surprise to me on which ones are hit and miss for people. But other states and universities have similar type positions to this, so I'm hoping that we can really drill into those and look for people who are, you know, trying to do or are doing something similar and get someone down here. And if anybody in the crowd or listening knows of someone who fits this, we're always willing to take those people too and send them in that direction. So, that's how we find a lot of great hires, is people we already know.

Commissioner Gardner speaks:
Thank you. That's all I have, Mr. Chair.

Chairman Rice speaks:
Thank you, sir. All right. This is for possible action, so if there's no further comments from the Board we'll open this to Public Comment.

PUBLIC COMMENT- none

Chairman Rice speaks:
Seeing nobody rushing to the microphone, the recommended motion is to provide direction to staff in the Douglas County Extension Program in discussion of the budget for Fiscal Year 2024-25 and I think we pretty well covered that. Mr. District Attorney, do we have a need for a specific motion?

AJ Hames, Deputy District Attorney, speaks:
No motion is required. If you wanted to provide some kind of guidance, you could do that now. But you can also take no action.

Chairman Rice speaks:
I think we've probably given some pretty good direction. Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
Well, I move that we support the budget presented and request that a report be brought to us six months after the new Specialist starts with details about the services and programs that Douglas County is getting.

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Chairman Rice speaks:
If that's a motion, do we have a second?

Commissioner Tarkanian speaks:
Second.

Chairman Rice speaks:
Any further discussion by the Board? Since we already opened it for public discussion, we'll bring it back to the Board and all those in favor say aye. Any opposed? The motion carries 5-0. Thank you for your presentation.

Ms. Chichester speaks:
Sure. And thank you for your continued support.

Chairman Rice speaks:
And welcome.

Commissioner Gardner speaks:
Mr. Chair?

Chairman Rice speaks:
Commissioner Gardner.

Commissioner Gardner speaks:
I would also indicate that an item as part of our MOU, Item F, it says to provide an annual budget and not less than quarterly reports of expenditures of County funds to Douglas County. So, do you want to maybe revise our motion?

Vice Chairwoman Hales speaks:
Reports of expenditures is a little different than what I had in mind, which was more, I want to keep a finger on what are the programs that we're getting and the services we're getting.

Commissioner Gardner speaks:
Then I suppose our previous motion covers the MOU. So, okay.

Ms. Chichester speaks:
Yes. We will ensure that all of the budgetary and financial reporting is completed as per the MOU guidelines.

Chairman Rice speaks:
Is the Board satisfied? I see some nodding of heads. Okay, well, good luck to your pollinators.

Ms. Chichester speaks:
Thank you.

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MOTION TO: Support the budget presented and request that a report be brought to the Board of County Commissioners six months after the new Specialist starts with details about the services and programs that Douglas County is getting: carried.

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

4. For possible action. Discussion to approve the Parks and Recreation 2024 Program and Facilities Manual which adds 1. Parking fees on Warrior Way, 2. Fees for the reservation of pickleball courts, and 3. Corrects minor typographical errors. (Brook Adie)

Chairman Rice read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
I'm here to talk about our fees and charges manual. Although we are requesting updates to the fees, this is a piece of a larger project that we've been working on, and that is to address parking up at Warrior Way and access to the Zephyr Cove Beach based on some events that have happened last year. So, I'm going to give a little bit of history on where we have come and where we are today. So, during this current fiscal year, there were funds that were allocated through the budget process as part of the Capital Improvement Projects to allocate $50,000 to do a parking feasibility study up at Warrior Way. We have selected a vendor to start that process. We're going to have our kickoff meeting, I think it's next week, to start looking at a parking feasibility which will look at a variety of things. That will look at compliance, that will look at collecting fees, that will look at parking inventory. There's a lot that is going to come into this and we're working with an organization that has a lot of experience of doing similar projects up at the basin. So, I think we're going to get some really good information. Where we are right now is there is an immediate need to address parking up at Warrior Way, which has caused us to come together and bring all of these pieces together to address parking immediately. This is going to be a pilot parking program, which I think is really going to help with the feasibility study to gather information on who is accessing parking, how much revenue is anticipated to be collected, and what parts of this program are working and not working. We're having discussions on compliance, we're looking at a QR code to scan or a text option for collecting fees.

So, as part of this whole process, our first step was to authorize the Douglas County Community Services Department to be able to collect fees and set those fees. So, I'm going to go over that and I'm going to start with looking at our manual. The Program and Facilities Manual is one of the most important documents within the Community Services Department. This outlines all of the reservations and fees and policies for all of our facilities, both in our community centers and out at our parks. This document is reviewed on an annual basis through our Parks and Recreation Advisory Board, we discuss potential changes. We bring it before the Board of County Commissioners for final approval. This ask is outside of our normal schedule because we want to be able to implement a paid parking program and have the authority to collect fees. The first change happens on page 513 of your packet, and on 513 it outlines fees that will be collected through the Parks and Recreation Advisor, sorry, the Community Services Department through an app. It establishes a Douglas County resident fee, which is $0. So, the idea is that Douglas County residents who wish to park up at Warrior Way will not have to pay a fee. Library card holders, Tennis Club members, school or scheduled youth events, park or school use reservation and then also special events through the district or County will also be charged $0. So, they will not be charged to park up in these facilities.

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We have also established three different rates. We have a nonresident weekend fee, a nonresident week day fee, and a holiday/high demand fee. Parking will be collected seven days a week when the School District is not in session. And then in August, when school goes in session, the fees will be collected on the weekends only. Another thing to point out within the manual is that the Director has been given, we're requesting that the Director has the authority to adjust rates and rules based on usage and need. These actions will be temporary until recommendations can be attained by the Parks and Recreation Advisory Board and then brought before this Board. No parking will be allowed in fire lanes or posted areas, and no beach parking will be allowed in front of the Zephyr Cove tennis courts and the Douglas County Library. We are also making sure that no fires or barbecues of any kind will be allowed for beach goers, and they are not allowed to go near or enter school athletic buildings. As part of this program, we have installed Sani-Huts and garbage cans to help with waste and to help manage the amount of people that are going to be up there. I'm going to pass it over to Scott because I know he's got more to say on this.

Scott Morgan, Assistant County Manager, speaks:
Thank you, Director Adie. I wanted to elaborate just a little bit on what has brought this about. And what has brought this about, really quickly, Brook has referenced the fact that we have a feasibility report. In good old government, Douglas County fashion, a slow, methodical analyze thing publicly that here involve collaborate, cooperate with all kinds of folks down the road. That's what this feasibility is preparing. And as we initiated that funding request and received approval and started implementing that, I think the snowball started rolling. And it started rolling after the last 4th of July in Tahoe with the headlines in the paper coming out of the COVID pandemic and an epic response to tourism in the Tahoe Basin through stay-station vacations. We saw a real influx of visitors coming into Tahoe and beach use during the summer really accelerated. We'll be honest, there's always been a parking issue on Highway 50 and Highway 28, in Washoe County and Carson City in those particular organizations where we were experiencing starting back in 2000, people parking on those roads with complete indifference to getting a ticket. It just became part of their financial plan and their vacation budget. And we saw that really intensify last year after we already had this funding, this plan in place because we saw something coming down the road. There was a signalized intersection happening on Warrior Way, there's a map there, which is a private road. I want to reference that Warrior Way is not a public road or drive. It is Douglas County Zephyr Cove Park property with an access easement for the Douglas County School District and utilities. And so, we are talking about private property owned by Douglas County and private property owned by the Douglas County School District that we are referencing in particular regarding this.

With the inclusion of the signalized intersection on Warrior Way, NDOT had announced that they're going to post no parking on Highway 50 and possibly reduce up to 200-250 additional cars that have been impacting the beach in previous years that were allowed to park parallel on Highway 50. After last 4th of July and the headlines "Loving Tahoe to Death," the negative press that we received on tourism, the amount of trash and debris that was left over on our beaches after the holiday weekends, we saw a real groundswell of interest from the Tahoe Basin, but particularly Douglas County residents in the basin. And we started sensing that the snowball is coming. And if we don't get ahead of it, we are going to get rolled over by it. And Douglas County is contributory to some of the issues in the Tahoe Basin when it's particularly pointing at Zephyr Cove Beach. The property you're looking at between Zephyr Cove Park and the two high school facilities and Warrior Way can park and hold a capacity of 800 or more cars in that area. And on the 4th of July last year, that parking facility probably put an additional 3,000-4,000 people on that beach. And if you've ever seen the YouTube videos or heard reports regarding that, it was not a great user experience for those that attended, unless you're college aged and really like being shoulder to shoulder with people, it was not a great experience. And it certainly was not a great environment for our environment. You can imagine there were probably at least 10,000 people on that beach on that weekend with minimal sanitation facilities, porta potties, trash cans in the area, and frankly, the beach got trashed in more than one way.

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There were also some issues that prompted what was called light speed response by the US Forest Service. A portion of the property that you're looking at, Zephyr Cove Beach, is operated by a concessionaire called Aramark, and they operate the Tahoe portion as you go into South Lake Tahoe or Stateline portion, where it is improved beach. The other portion was unmanaged other than by the US Forest Service that had limited resources, and they refer to that area as either Dog Beach, Zephyr Shoals, or the Dreyfus Estate which was purchased by the U.S. Forest Service back 25 years ago. That was unmanaged. This year, Aramark is under contract to manage the entire property all the way over to Skyland subdivision, and they have limited improvements there, but they are preparing to manage that this year in cooperation with the US Forest Service. So there have been a number of changes. And so, we sat down and took a real hard look at it from the administrative level, and we said, we really want to do something this year, and we're going to fly by the seat of our pants to the greatest extent that we can to manage this, with the main goal of reducing capacity, improving sanitation, and improving visitor experience. So, the pricing that you're looking at today has a lot to do with reducing capacity. And that's why this action gives great deference to the department Director to modify fees, because we are really trying to regulate the number of cars, around 300. We're getting over 500, we think we're going to be hitting a tipping point by we're affecting the experience on the beach and hitting capacity on the beach. So that's why this model is really coming forward so that we have the opportunity to respond. If we charge $100 on the 4th of July and we put 800 cars on there the next day, you're going to see a $200 rate. We have that ability to shift on the fly to get that number down to manageable. And we understand that's a lot of money, but it's a $305 ticket to park on Highway 50 and they will do it. They will do it until it's full and they'll take that ticket. And so that is also part of their vacation budget. So, we are planning on having the ability to shift that pricing to try to reduce capacity by pricing as best we can.

I also want to point out that very long list of exemptions, if you're a beach goer and you're a Douglas County resident and you want to venture out on the 4th of July, and I'm a local up there and Chairman Rice is too, and I've never went to the beach on the 4th of July. Maybe drove down to watch the fireworks show, but I've never spent the day on the beach. We'd be out of our mind to do so. But if you want to and you're Douglas County resident, you want to use your park and park property, Douglas County is not going to charge you to use your parking facilities to access the beach. But if you are not a Douglas County resident and you're not using the Library or you're not using the park, you are expected to pay. We are still sorting out the pieces to get that compliance on there. We have also, through this process, really reached out in real quick fashion to talk to Aramark to let them know what we're doing, to talk to the US Forest Service, to let them know what we're doing. We've met with Douglas County Sheriff's Department for enforcement, the Nevada Highway Patrol for enforcement. We have met extensively and importantly with the Douglas County School District, not just the administration and the school board, to let them know that this is coming, but we have met with the site administrators who have their own host of concerns and really want us to get ahead of this problem. And we have met with our nonprofits who have for years, I'm a 31 year plus resident, my kids went to school. They have participated in the fundraisings of charging for parking as either a booster club or a parent's club, a program to raise money, and so they were one of the first groups that we reached out to say, hey, big bad Douglas County, the government is come and we're here to help, we're going to start charging for parking. And you can imagine, wait a minute, we have been the ones that have charged for parking as an essential part of our fundraising program to support our schools at the Lake for more than 31 years, Mr. Morgan. And we really, it's vital to the success of our schools, to our programs. And so, we have been hypersensitive to include them in this process. When we went to the school board and first did the feasibility, we started top worked our way down with this approach for this one-year temporary agreement that you're going to talk about at your next agenda item and setting these fees in place, we work bottom up. We started with the nonprofits. We went to the school administrators, we went to the school, we went to the other parties and property owners surrounding us and have come up with this, and it's probably appropriate to talk about it now because we are talking about money where we have included the nonprofits as part of our solution, a really important part of our solution. And so, they are part of the revenue share out of the dollars generated

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from the fees you are setting today, will be distributed on a 20 percent, with the first $30,000 going to the nonprofits, as administered through the Zephyr Cove Parents Club, who will then distribute money to the what George Whittell Boosters Club based on the amount of volunteer hours. We need them. We need them very badly to be ambassadors in the park, to help park cars, to answer questions, to help people pay their fees, to help pick up trash, to guide people while they're going to be using during those very intensive use weekends. And so, they are a huge part of the solution to guiding this. They're also our local residents. They're ambassadors at the Lake and we wanted to include them very, very badly in the potential solutions that we have going forward. The other portion of the dollars that we're going to be assessing after net proceeds will go 40 percent to the school district, 40 percent to Douglas County. And Commissioner Tarkanian?

Commissioner Tarkanian speaks:
Before you got off on, I just wanted to ask you, did I hear you say up to $30,000? And then after $30,000 is what? It's going to be a 50/50 split?

Ms. Morgan speaks:
No. Then it's 20. They get the first 30 of the first $30,000 we collect. We want to make those nonprofits whole. They average around that on their fundraising activities in previous years. They have even been successful to have $50-$60,000 fundraising year. So, the first 30 goes to them. Then after that, up to 20 percent will go to them and then 40 percent to the school district, 40 percent to Douglas County. And the only thing we can speak to is how Douglas County will spend its money, or collect its money out of the net proceeds. Those monies will be deposited into the Parks account under the Room Tax Fund for determination for your use in future budgets as they will be allocated. And so, just to be forthright, and I'll cover this a little bit on the next item too, the only concerns we've had is how the school district is going to spend their money. I am confident how our boosters and parents' clubs are going to spend their money. They're going to buy playground equipment, supplies, support special events and activities at their schools. They are legitimate nonprofit organizations. But with how the school district spends their money is really, to be frank, how the school district chooses to spend their money. And I have never nor do we wish to speak for them, but I am very, very confident that the process that Douglas County uses through the Parks and Recreation Advisory Board and staff have been very, very accommodating to public request and satisfying needs in the county for its parks and recreation programs, including Lake Tahoe.

And so that is a little bit of history of why we are coming at this. We have a whole bunch of policies and procedures that we are implementing that Douglas County has never done before. And I'm pretty excited about the approach that we are taking up there to get ahead of this curve. And we're going to be pretty pleased to report some of those activities and how we can be successful in this. There's a lot to learn this year that we're going to be able to incorporate into that feasibility report to hopefully satisfy an isolated scenario that we think could be used as a model throughout the entire basin for satisfying some of these global problems that have been ignored for years. And so, I'm really proud of the Park and Recreation Community Services staff for their involvement, for their attention and trying to get ahead of this and the amount of involvement that we've had, and a particular call out and shout out to the cooperation of the Douglas County Sheriff's Office for their support in this action. And that's all I have. Brook, did I miss anything?

Chairman Rice speaks:
Okay before I bring it back to the Board, I worked for the Sheriff's Department before I took on this role, sometimes we all make a mistake, but that's okay. For 15 years, I ran the patrol boat for Lake Tahoe out of Zephyr Cove. For all of those 15 years, parking on Highway 50 has been a problem. The people that park on Highway 50 don't worry about the fines, don't worry about the tickets. But we are finally, as a County, thank you for your leadership in this, doing something about the problem at Zephyr Cove. We

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finally got a signal at Warrior Way that's going to slow some people down. I'm amazed that we haven't had more fatalities at Zephyr Cove. People walk across that highway with kids in tow, not even worrying about the traffic situation or worrying about that 18-wheeler coming down the highway. I am so delighted that we are getting ahead of this. And for those that think the $305 citation for parking on the highway at Zephyr Cove, stand by, because we're coming for your car, and that's going to happen. And having said that, I'll open it to the Board for comment. Commissioner Nowosad.

Commissioner Nowosad speaks:
Just a question on the fee schedule itself. Is that part of County code, as in Title blah, blah?

Mr. Morgan speaks:
Commissioner Nowosad, it is allowed under Title 13 of Douglas County Code, which handles parks, which allows a process for the Community Services Parks and Recreation Director to establish and set fees.

Commissioner Nowosad speaks:
The reason I ask is just above Warrior Way changes or additions, I'm looking at the shooting range and I use it quite often. And every time I've gone in there since 2002, I paid a $2 fee. Now I'm looking at it, you see an entry fee of $5. Not bad. But then to use the pistol range, $50. Use the rifle range, $50. Make me understand. If I'm a resident of Douglas County then I've got to pay that kind of, I won't call it what I want to call it, but go ahead.

Ms. Adie speaks:
Those are rental fees. If you were to rent the entire facility, that is the hourly rate that you would pay. Your $5 entrance fee gives you access to both of the shooting ranges without any additional cost, just $5.

Commissioner Nowosad speaks:
Thank God for that. Long live the...

Ms. Morgan speaks:
I would point out that these were Board approved fees about a year and a half ago when we made modifications to the Douglas County shooting facility.

Commissioner Tarkanian speaks:
I had a couple questions just from emails that I've had. One was that, and I can't find the email now, but it was something to the extent that the concessionaire, I assume this is Aramark, if I'm pronouncing them right, that they've opened up a certain area for parking and what they control. Is that accurate and how does that apply into our parking plans?

Ms. Adie speaks:
We did meet with Aramark in talking about this plan that we wanted to bring forward as far as parking goes, they have not increased their parking as far as the additional space that they have been able to take over, but they have opened a second access point into the park with hopes to help with the flow of traffic and backing up on the highway. At this point, they do not have any additional parking.

Commissioner Tarkanian speaks:
The next question I had, and this seemed like a really good one. And it sort of probably, we don't have the right intent, but maybe it doesn't cover everybody. So, this couple says they have a home in Lake Tahoe, they don't use it for short term rentals or monthly rentals but they only stay about five months out of the year. They're like the winter birds and so forth. I assume they're not considered residents or they wouldn't have asked me this. How would somebody like that who owns a home, pays property taxes, and

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is there for a significant period of time, how would they be included? Are they going to have to pay for parking? Is there a way to exclude people who have a home that they're paying property taxes already up there?

Ms. Morgan speaks:
The way the program is outlined now, it will ask you specifically what is the county your vehicle is registered in, is the determining, without making a very complex program, because we really want something simple. So, if those folks do not have their vehicle registered in Douglas County, they will be assessed a fee. There will be opportunities if they are a Library patron, if they are a Zephyr Cove Tennis Club member for them to potentially, and again, we've tried to deal through a number of scenarios that we think we may paint ourselves into a corner, that is one of them. A second homeowner that has their vehicle registered in Texas but pays property tax in Douglas County is something we'd like to keep track of and potentially we're going to outline an internal process. If that person were to call Director Adie and go, I'm a Douglas County taxpayer, I vote here, but my vehicle is registered in Texas that I took down there, this doesn't seem right. And so, we will be internally allowing some type of appeal process. It's not our intention to nail Douglas County taxpayers. It's not our intention to get every single dollar we possibly can out of every single person we can. Our intention is here and clear to reduce capacity and the effects on the Zephyr Cove Beach while covering our cost. And so that person is not something that we're necessarily trying to glean for. And so internally, if they want to take the time to appeal a $100 charge because they wanted to venture down there on July the 4th, there will be an opportunity for that fee to be waived for somebody that can say, here's my tax bill, I am theoretically a resident; my car just isn't registered here. So, there are a number of scenarios that we are trying to protect those individuals from, and they will hopefully be in place by the time this program goes into effect.

Commissioner Tarkanian speaks:
Okay, so I understand what you're saying. I just don't understand exactly how the appeal process works so I can make a correct statement to them. Do they have to appeal every time they want to go down to use it? Or can they appeal and say, hey, here's my property bill, I've been paying taxes here, I should be treated as somebody who's living here an extra month.

Mr. Morgan speaks:
Commissioner Tarkanian, for this year, they are going to initially going to have to appeal that particular scenario, where they actually paid a fee to have that fee waived. And then the department can issue them a pass. We don't anticipate a lot of these scenarios coming forward on those big weekends where we're going to have that effect. But they will be able to be given a pass or a code to use for future uses.

Commissioner Tarkanian speaks:
Okay. That's good. I mean, I assume at some point this may come back to the Board and we can vote on whether we think those people should be included in the charges or not. I'd hate to think somebody has to go in every day and every time they go down there and pay and go through another appeal process and go through this, there should be a way that you can go through and *(inaudible comment)*.

Mr. Morgan speaks:
There will not. We will give them a… in fact, if that happens, preemptively, Brook will be able to give them a pass code to use that they would enter in to be exempted from those fees. And as the feasibility report goes forward, there's going to be great energy into to figuring out a system where we don't have a labor intensive process in the future. We want something to be a little more automated, something a little more clean, because not only is it labor intensive for us, but we understand what a hassle it is for one of our homeowners to have to call in to get something waived and then we'd be given that type of information to resolve that on this temporary one year basis.

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Commissioner Tarkanian speaks:
Okay. And my last deal is not really a question; it's just going to be a comment. And I understand there's a difference of opinion for people, maybe on this Board, but I sort of cringe when you say we're going to raise the prices so that we can limit the amount of tourists up there. And I understand that's the main issue with a lot of people up there is the over-tourism. But are we going to, as a County, say that we only want the wealthy people to use our natural resources? Are we going to say that we're going to price out people that can't afford $300 a day in parking, or $200 a day in parking? I, for one, don't think that's fair. I don't have a better solution yet, but I know you're so brilliant that you'll come up with something that will allow people that are maybe a little bit underfunded, that could still enjoy Lake Tahoe.

Mr. Morgan speaks:
Commissioner Tarkanian, yes to part of that answer but no to the other part. A Douglas County resident will never pay. So regardless of your income or ability, but those outside the area, the answer to that if you want to visit there on the 4th of July, just like the rest of the world, it's going to come at a premium. But if you want to enjoy our natural resources and the Tahoe Basin and Zephyr Cove Beach, come on a Tuesday, midweek, and it'd be $20.

Commissioner Tarkanian speaks:
My question wasn't dealing with Douglas County residents, I understand that. My question deals with, you say it's easy to say, hey, come on a Tuesday. But many of these people aren't retired. They don't have excess funds. They can't take a day of vacation off. You're going to tell somebody who has young kids that want them to see this beautiful part of Lake Tahoe, but you can't come on a weekend because you don't have enough money. I, for one, don't think that's fair.

Mr. Morgan speaks:
I completely understand that. There's some YouTube videos that are circulating out there of what it looks like on the 4th of July. And I guarantee you, if you have young children, this is not the environment or the day for you. It is not money that is going to price you out of that beach; it is conduct and capacity and we are trying to seriously as best we can and as easily as we can try to reduce that impact so that it is a more enjoyable environment for a family to bring your children down there and try to contain and control or eliminate the behaviors that are currently taking place. Nobody wants to experience, unless you are of a college fraternity, and maybe I'm inappropriately or wrongly targeting them, or a population that wants that environment, there's a problem there, and this is the first step in trying to address it. This is only year one for the rest of our lives and for eternity on that beach to try to address that. And so, this is a very quick and a very honest approach in our dealings. We are going to try to change the culture on that beach and create a better environment. And as we move forward, we maybe can complicate things and allow scholarships or passes or there may be other ways to address that. But this year, unfortunately, if you want to come on a premium weekend, it is going to cost a premium with the specific intent to reduce capacity.

Chairman Rice speaks:
Commissioner Gardner.

Commissioner Gardner speaks:
I don't want to preempt you, Commissioner Tarkanian. Are you...?

Commissioner Tarkanian speaks:
No, I'm done.

Commissioner Gardner speaks:
Okay. First of all, I have a disclosure to make. I do sit, as the Board of Commissioners representative to the Parks and Recreation Commission. This was discussed in the meeting I attended. And so, I want the

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public to understand that I recused myself from discussion and from voting on this issue because I knew it would be coming before this Board at a later date, which is today. So, I wanted to make sure that's completely clear. Number two, I have been asked by a member of the public is whether or not we can display this page, 513, on our screen for the public to see. Do we have that capability?

Mr. Morgan speaks:
Yes, we do. It just may take a moment.

Commissioner Gardner speaks:
Okay. I'll wait until we have that displayed.

Mr. Morgan speaks:
Mr. Chairman, Commissioner Gardner, we are moments away from displaying.

Commissioner Gardner speaks:
There we go. Thank you. Appreciate it. Once again, I did withhold any questions I might have on this until this meeting. I do understand that this is a pilot program and something that we really do need to try to get into place as fast as possible with the 4th of July weekend approaching us. Several questions I do have, have we looked at the capacity of the Aramark parking lot? How many spaces they have and what their fee schedule is, and how does it compare with this?

Ms. Adie speaks:
Aramark has the capacity to hold about 230 cars, and they charge $12 per day. And they have one flat rate for the entire summer.

Commissioner Gardner speaks:
And that includes Douglas County residents?

Ms. Adie speaks:
Sorry. They will be increasing over the 4th of July. All visitors to the Zephyr Cove area do have to pay; there is no rate for Douglas County residents.

Commissioner Gardner speaks:
Okay. So, it's universal.

Ms. Adie speaks:
Yes.

Commissioner Gardner speaks:
Okay. But they do have a sliding scale also? They have the ability to do a sliding scale also as their demand increases, they can also charge a larger fee; is that right?

Mr. Morgan speaks:
They have been given permission by the US Forest Service to charge an additional rate for the 4th of July and 4th of July weekend but those rates have to be approved by the US Forest Service Tahoe Basin unit.

Commissioner Gardner speaks:
How quickly can they do that, Mr. Morgan?

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Mr. Morgan speaks:
They are in the process of doing that now to get a rate for the 4th of July. And I believe it may be between $25 and $40.

Commissioner Gardner speaks:
Okay. Obviously, we have recognized that Highway 50 has been closed down to parking and the fee or the fine for that, the citation is in the neighborhood of $300 you indicated? Is that $305?

Mr. Morgan speaks:
$305. And it is not all on Highway 50. If you park back in, by reference, the old Dreyfus Estate entrance to Skyland, on that side of the road, there's allowed parking. Right after, on the other side of the road, on the mountain side of the road, right after the Douglas County Senior Center facility, parking is allowed. And so, we have worked with Aramark, they are coming forward with an outdoor festival permit for the 4th of July weekend at the next Board meeting, we are conditioning their application to a fence from the Skyland wooden fence all the way down to Warrior Way to encourage less illegal parking and less parking on Highway 50, and less illegal parking in the Skyland subdivision.

Commissioner Gardner speaks:
Yeah, I'm happy that we've, and that's something I think we have indicated as a Board, articulated earlier when there was the process or thought process of, for lack of a better term, road diet on 50 and the safety factors, the public safety factors of individuals parking on 50 and then transporting kids, pets, and everything else down to the beach, that certainly is a concern. But as I understand it, some folks as you indicated, plan it into their vacation budget. They don't really care. They just will go ahead and understand that if they get cited, it's a $300 fine and they really don't care. That's disappointing that we would have members of the public feel that way but it also concerns me where we had a tremendous problem last 4th of July where just a tremendous amount of trash was left. And these people that are being fined at $300 or even the $12 by Aramark just don't care. They see the ability to drop off their trash and leave their trash because they paid a fee to park their cars, which is disappointing to me. My questions on this fee schedule, really, when I looked at it, and I think it's reasonable, and I think it's a good idea, the high demand fee, the holiday fee, you know, with 800 parking places, I understand, right? So, we'll see how that works. And once again, I understand this is a pilot program. My concerns, and I did express these to you privately after the meeting, the two areas of nonresident library card holders fee and the nonresident tennis club member fee. What safeguards do we have that a nonresident who wants to avoid, even these the $20, $40 or $100, what prevents them or what safeguards do we have that a person isn't going to, as a nonresident, apply for a library card or a tennis club member fee to avoid paying that and not using the Library and not using the Tennis Club, but then taking that opportunity to go down to the beach? I don't understand how that's going to be controlled.

Ms. Morgan speaks:
We are working on compliance now and plan on having personnel as it sits right now on some of those peak demand weekends, the only person that is going to be exempt from beach access will be a Douglas County resident. So, if you're an El Dorado County resident in California and you hold a Douglas County Library card you're not going to be exempted from beach parking. But if you want to come to the Library, you're going to be exempted from parking. So, we just wanted to be clear for our users that we're not planning on charging library card holders that want to use the Library or tennis court users or park users, or school district facility event users that they're going to have to pay to enter the park. But if you want to enter the beach, the only people that are exempted from beach parking and beach parking access is a Douglas County resident.

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Commissioner Gardner speaks:
Okay. Once again, I understand it's a pilot program, and we're going to have to work through all the little intricacies of putting that program in place. But I just wanted to, you know, those are some of the nuances that are going to occur and you're going to have to… and I'm just afraid of our Community Services Director playing traffic cop up there on Warrior Way every weekend to try to mitigate this…

Mr. Morgan speaks:
We're going to get her an orange vest.

Laughter was heard.

Commissioner Gardner speaks:
Okay. Because I don't think she gets overtime, right? Okay. Those are the only questions I have, and I'm so glad that we finally got a signal into Warrior Way because that really helps in public safety. Again, having people try to walk across 50 with all of that, their beach chairs and all their other accouterments. So, thank you.

Chairman Rice speaks:
Any further comment from the Board?

Commissioner Nowosad speaks:
Yes, Mr. Chairman. An issue comes to mind, enforcement. How are these fees going to be enforced and the parking regulations be enforced? We're going to overrun our Sheriff with more to do than he has already to do. And by the way, we have the same problem with VHRs.

Mr. Morgan speaks:
Commissioner Nowosad, much of the time it's going to be volunteer compliance on non-peak days, we do and are trying to plan for a compliance factor. We are going to, with the software that has been purchased to do a QR code text payment process. It will involve putting in your license plate number. We are installing this month, vehicle license plate cameras that will record and send information both to Community Services and the Douglas County Sheriff's Office, which will be real time recording of when you came into the park, when you left. And although the two software's do not meet, we will be able to determine and evaluate the compliance that we did get regarding the number of cars that entered, the number of cars that paid. During the high peak and high demand we are trying to have a presence to do demand at the entrance to ask for receipts as you come through at $100 a car. It doesn't take long to pay for an individual, a private security individual to say, I'd like to see a receipt for entering the beach, show me your receipt. We'll also have real time information from the parking lot payment program that they did pay with their vehicle license plate number. And so, we do have a way to get compliance as people enter the beach. We don't really care when they leave. But as they come in, we do have a means of ensuring compliance. But on non-peak days, it just doesn't pay to monitor that. We are not asking the Douglas County Sheriff's Department to monitor who paid, who did not. We are asking Highway Patrol and the Douglas County Sheriff's Office to ticket people on Highway 50 to help us with unruly visitors and guests as we implement the park. And we have had a very firm commitment from all those parties to assist us in these adventures.

Commissioner Nowosad speaks:
Thank you.

Commissioner Gardner speaks:
Mr. Chairman, I had a couple of other comments. I'm sorry, I forgot. Thank you. Number one, I wanted to also point out the fact something that's very encouraging is the restroom facilities. That's important.

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Rather than having individuals, there's a tremendous amount of trees up there, I don't need to go any further than that, right? The restroom facilities are good. Gosh, something else slipped my mind here. Oh, I know what it was. We're not going to have volunteers handling cash. This is a cashless system, right? And so, money security, cash is always a problem with security. And so, I like the idea that this is a cashless system, as we're also taking that out of, we've done it at Topaz Lake, and now we're doing it at the fairgrounds, or the shooting range as well, right? So, that's good. I like the idea of getting rid of that cashless system, or getting into a cashless system. I'm sorry. Getting rid of the cash system. Thank you.

Chairman Rice speaks:
Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
I'm not aware of the restroom situation that Commissioner Gardner referred to. I mean the tree part, I got that, but is there something else?

Ms. Adie speaks:
The Parks Department has ordered Sani-Huts to be placed on the corner of Warrior Way when you're coming in so that there are additional bathroom facilities available for beach goers, as well as additional trash receptacles so people are able to pack it in, pack it out, throw it away before they get to their car.

Vice Chairwoman Hales speaks:
Thanks. I'll make comments after Public Comment.

AJ Hames, Deputy District Attorney, speaks:
Thank you, Mr. Chair. I just wanted to reiterate something too that was mentioned very early on in the presentation, that this isn't actually public beach parking. This is Park property. There's an easement that the schools have for access to the schools. There is parking there for the Park facilities, but really, the purpose and intent of the access and the parking was never really to accommodate beach goers; it was to allow people to access schools and schools are, I believe, still in session. During many of the summer months when people are using the beach, there is actually school in session. So, I don't think that the concept here was to prevent people from accessing beach parking or to make it harder for them to use beach parking so much as it was to control parking on what was never intended to be beach parking. This is Douglas County Park property with an access easement. It's not even a public right-of-way and it's not a parking lot that was designed specifically for beach access. So, there is a distinction there between this area and other areas of the Lake, which have been designed for beach access and parking.

Chairman Rice speaks:
Thank you. Any further comments from the Board? Seeing none, this is an action item and we will open it to Public Comment.

PUBLIC COMMENT

Erinn Miller speaks:
As stated earlier, I have three kids that attend these schools. I also have been part of Parents Club and Boosters since 2016, 2018. I'm actively on both of those nonprofit boards. I've actually been the chair or co-chair of the 4th of July parking lot fundraiser. I'm in the weeds every 4th of July since 2018. I spend three to four days, 12 hours a day at our schools picking up trash, directing traffic, taking funds from tourists, dealing with tourists, dealing with very rude people, drunk people, possibly intoxicated on other items as well. It's not an environment that we enjoy our kids to be a part of. So typically, we do not have the little ones part of our fundraising efforts on 4th of July. However, we do allow them to be part of our cleanups. So usually July 5th or 6th, we ask our parents to come and clean up and we allocate the funds

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received over the course of this fundraising event and we allocate it to both groups based on fundraising hours and that's the agreement that will be talked about later. But in regards to this, it's a safety issue at the end of the day. Our schools are still in session until June 14th. When we have promotion ceremonies in our kindergarten and for our fifth grade and you have people who are utilizing the beach parking across the street in bathing suits nowadays that show more than they cover, playing loud music, being intoxicated, it's not exactly the best situation for these pre-kindergarteners, kindergartners, fifth grade families to see. My fourth grader can see out her window and see the street and see all of this as well. It's just not a safe environment for our school children. So, by the Parks Department, by the County getting together, I think it's a really good idea, along with working with our volunteers and our residents that live up there who have been doing this, like Scott said, for more than 30 years. We just want our community to be safe. We picked up over ten large trash bags on July 5th, going from Warrior Way up through all of those parking lots, through the softball field parking lots, through the Library parking lots, through the tennis court parking lots, all the way to the top of Warrior Way completely around that high school parking lot where someone also made a makeshift campsite, that decided that they were going to stay there for three days that nobody knew about because they hid themselves with cars. So again, this is a safety issue for our community so I appreciate all of the support with this. Thank you.

Brenda Hunt speaks:
Hi, with the Carson Water Subconservancy District. I just think that this is amazing that you guys are doing this. I just see this as an opportunity to potentially do some outreach at the same time. So, I just was curious whether or not you guys had worked with the outreach program that I think TRPA put together where they have, like, don't be a tosser advertising and outreach and I know that we down here in the Carson River Watershed have done a recreate responsibly video, and I'm just wondering if, as a part of this, while they wait for their processing of their payment, they have to watch something like that. So, I'm just putting it out there as an opportunity to see, you know, to somehow get that outreach out so that they're not leaving their trash on the beach. Thanks.

Mickie Hempler speaks:
I am speaking as an individual as someone that lives adjacent to the Zephyr Cove Beach and Skyland people that, you know, we kind of collaborate together, one of the questions has come up over this is how we're going to handle people that don't want to spend the money that come into our neighborhoods and park illegally? Because it's my understanding in the past that it's very difficult to get a car removed from the street when they've parked illegally. So, I just hope it's something that we can maybe depend on the Sheriff's Department if we need to call people in to help us remove cars, because we're County roads, but we're managed by the GIDs. I'm not 100 percent sure how removal of illegally parked cars works. It's not something we've really had to deal with, but it is on the top of a lot of people's minds this year. Thank you.

Maureen Casey speaks:
Speaking as an individual. I want to applaud the efforts of the Parks Department for collaborating with the boosters, with the school department, and with residents up in Zephyr Cove and the adjacent neighborhoods. This is long overdue. I personally stay out of Tahoe during the summer. The traffic is horrible and trying just to traverse the roads up there with people backing in, pulling out, people crossing the roads, it's a nightmare. So, Tahoe, no thank you, not interested. And I want to say that people from out of the area coming up to visit, it's not our worry. I don't care if people coming up to visit Tahoe want to come up and visit our beaches. That's not our concern. Our concern are the residents of Douglas County, and we should not worry if people who come up to see the lake can afford the fees. It's not our concern. We have to take care of the people who live in Douglas County, and the safety of the people in Douglas County, and the quality of life of the people in Douglas County. And I think that the compromises that you have made for the residents and the fee schedule for the high tourist weekends, I think it'll work. I want to talk about what Mark said with regards to people with library cards. If someone comes in and just

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picks up a library card and wants to utilize the beach, I think that is a concern, that there has to be something more tangible. I know if you go to a County park outside of Douglas County and California, you have to show ID. There has to be a photo ID, and there has to be more verification than just a library card. And I think somebody who has a home that they utilize once or twice a year, that's not enough, just because you pay a property tax. If you don't live in Douglas County, you shouldn't be exempt from paying the parking fee. Thank you.

Gene Robinson speaks:
Greetings again. North Douglas County. You know, I want to say at the outset the public is getting tired of one-off events like 4th of July, to have drastic, over-the-top measures on access put in on a year-round basis. So, we want to be cognizant that we don't take a one-off event like 4th of July and extrapolate that to 12 months of the year draconian access measures. We have to be mindful of that. So, it is commendable that Douglas County is attempting to mitigate parking usurped away by our self-appointed access czars at NDOT by removal of parallel parking on Highway 50. Also, when the TRPA pursued a path of reckless urbanization at Lake Tahoe, it unwittingly made Douglas County taxpayers residents of Lake Tahoe, of Lake Tahoe, when taxpayer owned assets like schools, parks, libraries, and administrative facilities were put in place, it codified access parity with Lake Tahoe residents. So yes, will Douglas County taxpayers be parking without hindrances of any kind at these aforementioned facilities? Yes. But we'll also not be paying or subjected to any reservation system. That's what I'm really looking out for, a reservation system. Furthermore, parking on Warrior Way and across from the school will be exclusive to Douglas County residents only. Pay to play parking will be elsewhere up the hill on Warrior Way. I shudder to think that I would get up and beat the mobs to Lake Tahoe early in the AM and cannot park because of some restrictive parameter in place that I couldn't use the most accessible parking available, having arrived at 6:00 AM. If pay to play parking does come to Douglas County Park at Zephyr Cove, congestion pricing, peak period pricing or supply and demand pricing should not be part of this plan or using such revenue sources to launch discretionary spending plans. The parks are a finished product and other amenities are not needed. I also want to give this thing, I've also visited with public land visitors and they get the need for a reasonable quota of reservation access to facilities, but overwhelmingly oppose 100 percent reservation only access parameters and reject excuses that keeping self-pay cash kiosks in place are too onerous. Current arrangements, like that of the US Forest Service at Fallen Leaf Campground are unacceptable. And that's an all reservation system where if an American doesn't have a credit card, the end effect of that rule is they can't go. And so, we don't want to place where if you can't receive a QR code or don't have a credit card, that you simply can't go anymore. Thank you.

Chairman Rice speaks:
Is there any further Public Comment? Seeing none, I'll bring it back to the Board.

Commissioner Gardner speaks:
I have no further questions or comments.

Chairman Rice speaks:
In that case, I'm ready for a motion.

Vice Chairwoman Hales speaks:
I do have a comment.

Chairman Rice speaks:
Okay. Go ahead.

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Vice Chairwoman Hales speaks:
I'm so pleased that you didn't let the perfect stand in the way of the good and that you're just moving forward with this right now. And last year, what happened on our beaches is so unacceptable. And I know this will be a little bit of a trial and error and figure it out, and that's okay, because just doing something is better than doing nothing, even if something isn't perfect yet. But it'll be perfected as we go. And I just am so happy that you did this quickly and that you found a way to have discretion embedded in it so that we could make adjustments as we go. And I just really want to thank you. And I think this is a very good step and monitor and see.

Chairman Rice speaks:
Thank you. Any further comments from the Board? Seeing none, I'm ready for a motion.

Vice Chairwoman Hales speaks:
I move that we approve the Parks and Rec 2024 Program and Facilities Manual which adds parking fees on Warrior Way, fees for the reservation of pickleball courts, and corrects minor typographical errors.

Commissioner Gardner speaks:
I will second that.

Chairman Rice speaks:
It's been moved and seconded. Any further comments from the Board? Seeing none, all those in favor say aye. Any opposed? Motion carries unanimously. Thank you so much. It's about doggone, I cleaned that up, it's about doggone time. Thank you.

MOTION TO: Approve the Parks and Recreation 2024 Program and Facilities Manual which adds parking fees on Warrior Way, fees for the reservation of pickleball courts, and corrects minor typographical errors; carried.

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

Chairman Rice speaks:
I hate to do this, but since we got off to a slow start and it's now 1:00 PM, we'll take a one hour break for lunch.

Mr. Morgan speaks:
Mr. Chair, I think the next item can be very, very brief because it basically coincides with the last item, with your indulgence.

Chairman Rice speaks:
If there's no objection, we'll go ahead and move on to Item 5. Okay. We'll do Item 5 and then we will have a one-hour break for lunch.

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5. For possible action. Discussion to approve an interlocal agreement between Douglas County and the Douglas County School District for the implementation of a new parking program on Warrior Way. (Geoff Bonar)

Scott Morgan, Assistant County Manager, speaks:
I'll also pull up the same map that we had. Mr. Chairman, Members of the Board, contained in your packet is a one-year temporary agreement with the Douglas County School District for their consideration next week on the 11th. I'm sorry, AJ, with the District Attorney's Office would like to interject.

AJ Hames, Deputy District Attorney, speaks:
Mr. Chair, if I could interject just very quickly, I just wanted to make sure we read Item 5 into the record before we discuss it.

Chairman Rice speaks:
Thank you. My error. And I'm sure that certain person will take note of that.

Chairman Rice read the agenda item into the record.

Mr. Morgan speaks:
Thank you, Mr. Chair. Members of the Board, in your packet is a one-year agreement with the Douglas County School District to allow use for public beach parking on Zephyr Cove Park, Warrior Way, Zephyr Cove Elementary School, and George Whittell High School. Within that agreement is a shared liability, responsibilities and distributes the net proceeds of the revenue collected on a 40/40/20 split. 40 for Douglas County, 40 for the Douglas County School District, and 20 percent with the first $30,000 being allocated to the Zephyr Cove Parents Club for distribution to the George Whittell Booster Club based on the number of hours worked on site. We have talked to, under the previous agenda item, regarding the justification for such an agreement, and I do want to point out that this is a one-year agreement just to get us through this year that we will be presenting to the Douglas County School Board this next week on the 11th for their consideration. We have vetted this through the School District. We have worked with the volunteer organizations, the neighboring property owners and interested parties to bring this forward on a relatively quick basis. And again, this is a pilot program with a one-year agreement and I am available to answer any questions if you have them.

Chairman Rice speaks:
Any questions from the Board? Seeing none, since this is a for action item, we'll open it to Public Comment. Is there any Public Comment on this item?

PUBLIC COMMENT

Erinn Miller speaks:
Again, I help with Zephyr Cove Parents Club and Whittell Boosters. What we do is we use a sign-up genius website and maintain who volunteers their hours at the end of each of our fundraising events. Then, once the funds are all collected, we allocate them based between the two groups. Our goal is to try to make sure that every week we have a cleanup group up there, possibly on Mondays. Also, on the 4th of July, have a presence there to be the stewards or the ambassadors between the two groups so that way our tourists understand that even though we're not collecting the funds anymore, there's still a way to be collecting the funds through these apps. Also, to the fact that we maintain that road because the Fire Department does keep their medevac helicopter on 4th of July up at the upper parking lot grass area at Whittell. That's been our biggest concern, is making sure that that road stays clear so emergency personnel can make a swift transition from an ambulance to the medevac. We do get people who decide just to park wherever they want, so it's going to be nice to have some enforcement help with that. Last year on 4th of

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July, I had to shut down parking because we were at capacity at 1:30 PM and instead of people leaving, they just decided to park in the right turn lane and get out and go across the street to the beach. So, it'd be nice to have some extra enforcement in regards to that while we're there, trying to be that steward and then ambassador. Again, our parents are more than willing to help volunteer with things like this and the cleanup efforts so we don't have what happened last year happen again. I appreciate it. Thank you.

Chairman Rice speaks:
Thank you. Any further Public Comment? Seeing none, I'm going to bring it back to the Board. Any further comment from the Board? And if not, we're ready for a motion.

Commissioner Gardner speaks:
Mr. Chair, I have a motion.

Chairman Rice speaks:
Sir.

Commissioner Gardner speaks:
I move that we approve an interlocal agreement between Douglas County and Douglas County School District for the implementation of a new parking program on Warrior Way, as presented.

Commissioner Nowosad speaks:
Second.

Chairman Rice speaks:
It's been moved and seconded. Any further discussion? Seeing none, all those in favor say aye. Any opposed? Motion passes unanimously.

MOTION TO: Approve an interlocal agreement between Douglas County and the Douglas County School District for the implementation of a new parking program on Warrior Way; carried.

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

Chairman Rice speaks:
And we will now take a 50-minute break for lunch. We'll come back at 2:00 PM.

A lunch break was held.

Chairman Rice speaks:
Okay, since we have all the Commissioners back, and apologies, the restaurant is excellent but only one guy is serving so it took us a little longer that we had hoped.

Commissioner Tarkanian speaks:
Mr. Chairman, if you might have had a little less to eat you might have been back quicker, huh?

Laughter was heard.

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Chairman Rice speaks:
Thanks. I needed that.

Commissioner Tarkanian speaks:
I saved my jokes from this morning. I thought I'd throw that out.

6. For presentation only. Presentation on Low Impact Development practices and possible revisions to Title 20 of the Douglas County Code. (Courtney Walker)

Chairman Rice read the agenda item into the record.

Courtney Walker, Stormwater Program Manager, speaks:
Good afternoon. Now, I had anticipated saying good morning. I'm here with Brenda Hunt, she's the Watershed Program Manager for the Carson Water Subconservancy District. We're going to give a presentation on low impact development practices, some of the benefits that they can bring in terms of water quality and recharging groundwater, and things like that. There's a lot of different tools that can be used in regards to low impact development that we haven't been utilizing very much here in Douglas County. Brenda has a presentation that she's given to several jurisdictions within the Carson River Watershed in regards to LID and we're hoping that with filling you in on what these practices can provide and benefits to different properties. We're also going to be bringing forward some Title 20 changes sometime in the future. I've been working on some language with our County Engineer for Title 20 and also the design criteria to help kind of incentivize some of these practices. So, Brenda will go through most of the presentation to talk about the various techniques that can be used and examples of them throughout the country and also locally as well. And then I also want to highlight a project that we did at Douglas High School where we did LID, low impact development implementation project with the high school students and how that, we're hoping, is benefiting water quality. And so, we'll go through a bit of that as well.

Brenda Hunt, Carson Water Subconservancy District Watershed Program Manager, speaks:
Thanks. I am the Watershed Program Manager with the Carson Water Subconservancy District. CWSD is a bi-state agency responsible for the integrated watershed planning process for the Carson River Watershed. I'm joining Courtney to discuss this low impact development, or green infrastructure is another term that people use, and we've added a lot of pictures to the presentation. So, when we're talking and when you're listening, please look at those because they speak a lot to what we're trying to achieve. Just some quick background, CWSD, is the Clean Water Act, section 208, Water Quality Planning Agency that was appointed by the Governor's Office. We receive a small amount of EPA grant funding through the Nevada Division of Environmental Protection to complete 208 planning tasks. This report, Low Impact Development in the Carson River Watershed, was developed with RCI and approved by CWSD's board in April 2015. It's based on a research conducted and provides easy access to LID principles, LID practices that work in our area, and steps towards implementing LID in our local jurisdictions. And it is available on our website, and I do have a copy here if anybody wants to look at it. In 2015, this report was provided to Watershed Planning Commissions, Boards of Commissioners and Supervisors, and as a briefing report to help start the conversation about LID implementation in our area. And at that time, Douglas County Planning Commission and the Board of County Commissioners decided to hold off on CWSD presenting this information. However, in working with Courtney, now that the Stormwater Master Plan has moved forward with some LID principles in it and the LID ordinance to promote these types of practices in the urban and rural portions of the county is being discussed and the timing is better. So that's why I'm here. Implementing LID can be challenging in many areas of Nevada as it is not a requirement to infiltrate stormwater runoff on site. So as a decision-making body, the County

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Commissioner Board, you have a unique opportunity to promote design changes and improvements in land use, including details relating to infrastructure, buildings, and landscaping. Your expertise can shape both existing and new development on the land and limit the costs and maintenance associated with a stormwater management system while benefiting water quality in our watershed. So, LID is one tool to help stormwater needs and can be part of your suite of solutions to stormwater challenges. It's also important to note that the Carson River, including the East and West Forks that run through Douglas County, are listed as impaired water bodies under the Clean Water Act, section 319, and the main cause of pollution is non-point source pollution or polluted runoff. We'll talk more about that during the rest of the presentation.

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

- Take home messages
  - Knowledge and understanding of the benefits of implementing Low Impact Development (LID) practices in the arid west, particularly in Douglas County, NV
  - LID examples and requirements
  - How planners and planning bodies can help incorporate LID into the planning practice
- Main Low Impact Development (LID) Goal:
  - Decrease the amounts of pollutants delivered to the local waterways by infiltrating stormwater on-site

Ms. Hunt speaks:
Urbanized areas within the Carson River watershed can incorporate LID practices into their stormwater management repertoire and gain many benefits that enhance overall watershed health.

Ms. Hunt continued the presentation and covered the following topic:

- LID Benefits:
  - Reduces Flooding
  - Improves Air and Water Quality
  - Reduces Cost and Maintenance of Stormwater Infrastructure
  - Restores Aquatic Habitat
  - Improves Groundwater Recharge
  - Enhances Neighborhood Beauty
  - Mitigates Urban Heat Islands

Ms. Hunt speaks:
So why do we care? Between 2013 and 2020, the NDEP is required to go out and do water quality monitoring, and not all the water bodies throughout Nevada are evaluated, but those that are, many are too polluted to meet their designated beneficial uses. So, suffice it to say, here's some examples. 55 plus percent of all impairments don't meet the protection for aquatic life standard. 16 plus percent of all impairments don't meet the municipal and domestic supply requirements. And 14 plus percent of all impairments don't meet the recreation and contact pollutant standards. So, the types of pollutants we're talking about are nutrients like phosphorus and nitrate, inorganic and organic toxins like mercury and selenium, pathogens like E.coli and fecal coliform and other things like temperature, turbidity, total dissolved solids, total suspended solids, pH and dissolved oxygen. So, in the Carson River Watershed NDEPs integrated report assessed 50 water bodies and 32 or 64 percent are considered to be the most impaired. That means that over half of the water bodies are highly impaired in this watershed. In Douglas

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County, both the East Fork and West Fork from Carson to the state line don't meet water quality standards. So where do the pollutants come from?

Vice Chairwoman Casey speaks:
Do you want questions as we go along?

Ms. Hunt speaks:
Sure.

Vice Chairwoman Hales speaks:
Okay. Could you say that again? From Carson to the state line?

Ms. Hunt speaks:
So, the East and West Fork from the state line, we'll say the state line of California and Nevada, down to the Carson City line don't meet water quality. I just wanted to give you that. It's broader than that, but for Douglas County, that is the fact that none of them meet, neither one of those water bodies meet the standards, many of our standards for water quality. So, if you have a specific question, I can try to answer it. And I might have to get back to you with information.

Vice Chairwoman Hales speaks:
No, just want to make sure I understood that.

Ms. Hunt speaks:
Yeah. Thanks. So where do these come from? Really, from you and me in a lot of ways. That's what non-point source pollution is caused from and it's really, you know, this polluted runoff comes from, it can be sediment that can come from construction sites. And some of that might be natural, coming from the California way up in the mountains as the snow melts. But in most instances, we're talking about things that you and me can cause; fertilizers, salts, pesticides, herbicides, oil, grease, that type of thing. This diagram kind of shows you how LID can work versus a storm drain that leads directly to our rivers, lakes, and streams untreated. So, if you look at the way LID potentially can filter pollution as rainwater or snowmelt slowly sink into the ground or even your irrigation water for that matter, but otherwise, if you look at the gray funnel, it's basically shunting the water off, putting it into a pipe, sending it untreated right into our rivers, lakes, and streams.

Vice Chairwoman Hales speaks:
Can I back up? I'm sorry.

Ms. Hunt speaks:
That's okay.

Vice Chairwoman Hales speaks:
So, if the East and West Forks of the Carson River already don't meet the standards at the state line…

Ms. Hunt speaks:
Oh, no. From the state line down, yes. So, from the state line… so you're suggesting that it's coming from California?

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Vice Chairwoman Hales speaks:
Well, I'm just wondering what I'm missing.

Ms. Hunt speaks:
So, there are a number of different standards that are on the California side, and some of them are not met and some of them are met. So, it is basically the reaches that are in Douglas County don't meet a number of them as well. And I can give you the specific information if you want, about which ones they don't meet and which ones they're meeting and also look at there's a whole raft of other things called total maximum daily load, and how where we're meeting the standards there or not meeting them. And in most instances, we're not at this point, meeting the total maximum daily load standards either for pollutants.

Vice Chairwoman Hales speaks:
Because, I mean…

Ms. Walker speaks:
I'll try. I think what Brenda is trying to say is where the river exists within Douglas County doesn't meet the standards due to what's going through the storm drain system being discharged into the river from our urban land uses and that is what is causing it. Not that when it enters Douglas County from Alpine County, that it already doesn't meet the standards. It's from land uses that are occurring here in the Carson Valley. Does that make sense?

Vice Chairwoman Hales speaks:
Well, I don't want to belabor or bog us down, but we'll have to just talk. Because if it already doesn't meet the standard when it gets to Nevada, I mean, I'm totally in favor of low impact development, but I don't see that changes in Douglas County are going to meet the standards better if the rivers are already not meeting the standard when they get to Douglas County. But we don't need to spend any more time on it. I mean, obvious, to me, these are great practices and I'm fully on board.

Ms. Hunt speaks:
Okay. I will just say that there are some standards that are not being met on the California side. They do have a different set of standards because it's through Lahontan, not through NDEP, but for the most part, the things that we're talking about are coming from here, not necessarily from up there. Just so you know what polluted runoff is, as it crosses impervious surfaces and hardscapes, like roads, driveways, rooftops, that type of thing, the water can pick up and carry natural and human made pollutants. These pollutants like oil, trash, fecal matter, soil, sediments, pesticides, fertilizers are deposited into our watershed, lakes, streams, and wetlands, and rivers and eventually they can even get into our groundwater. So, what are some of our goals? We can minimize the amount of pollutants leaving a site by, and we're going to talk more about these specifically, so I'll just run through these quickly. We can reduce the amount of water produced to slow it down, retain the water on site. LID principles can be adaptive and effective in urban, residential, commercial, and industrial sites. They can even be in certain ranching situations. LID site design and layout is critical and you'll hear more about that. Bioretention systems are really important, and some of these pictures will show you that type of thing. Swales and buffer strips, rainwater catchment systems, impermeable pavers, and porous pavement are some of the practices. So, we'll go into more detail about those quickly here.

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

- Site Design and Layout—It all starts here!

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  - Minimize impervious surfaces
  - Minimize natural ground disturbance
  - Use natural features
  - Disconnect impervious areas from storm drains
  - Maximize on-site infiltration
  - Use Water as a Resource, not waste
- Minimize Impervious Surfaces
  - Parking Lots need help
    - Use Different Surfaces
  - Permeable Pavers
  - Make Impervious areas smaller

Ms. Hunt speaks:
It's important to direct water to onsite infiltration areas. The beauty here is that you use LID again to water your landscaping. When it does rain in Nevada, this shows winter, some of this shows winter and we all know that, well, this could be summer storms too. So, Cabela's the one in the bottom right, I know that's an old picture and these landscape islands have probably grown up a lot since then, but as you can see, they have curb cuts, and it lets the water run into them. And then they are in a depression instead of a mound so the water is captured there. It waters the plants during winter, that's an important thing as well. And Cabela's is kind of cool because they have a secondary swale that surrounds the whole entire parking lot. If you've ever been up there or you go, again, you should look for it, so if we get some sort of a deluge, that swale is their secondary capture area. So, if the parking lot gets inundated, then it goes to that secondary capture.

Ms. Hunt continued the presentation and covered the following topic:

- Minimize site disturbance

Ms. Hunt speaks:
Use the hydrology the site comes with whenever possible. It already works. Use it to your advantage. You can even make a development much more interesting. So maybe you can even put it in your sales pitch. A side benefit is also less dust.

Ms. Hunt continued the presentation and covered the following topic:

  - Mass Grading
    - Destroys natural drainage
    - Destroys natural vegetation
    - Compacts soil

Ms. Hunt speaks:
What do you do? It's important that during the design and construction phase, work is done to minimize that site disturbance and protect and restore natural landscape features, including vegetation and that drainage pattern. Consider the natural hydrology and the native landscaping as an asset to assist with stormwater and water quality. Make this part of your permitting and your design standards. It's kind of like common sense, thinking about protecting your assets, thinking about it like that.

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Commissioner Gardner speaks:
Ms. Hunt, sorry. Especially on the previous slide here, mass grading destroys natural drainage. We have, you know, 4,000 homes that are planned in the Muller area, East Valley corridor, Virginia Ranch, and then 2,500 pretty much, give or take, with Park Development. Certainly, the concerns of our county that have been expressed by a lot of residents is the compacting of soil to allow that development which then prevents the natural saturation of the water that we may have through a storm or an event of that nature. So certainly, we want to make sure that that water has an opportunity to recharge our aquifer versus eventually getting to the Carson River, of course, which doesn't give us the ability to capture that for our farming community. So, what you're suggesting here is that we try to build some of these standards into our Title 20, I suppose, to mitigate the loss of that water. Is that where I think we're going here?

Ms. Hunt speaks:
Yes. And to mitigate where that drainage is happening because, as we know, when your drainage gets changed, we develop problems. And I think Courtney can speak to that more later. Yes. So, it is really important in this situation to work with your contractors so that they understand the concerns and they've taken proper precautions to limit their footprint. And that there's whole plans about best management practices associated with construction. So, although this is a tire advertisement, it does show how driving compact soil. Farmers know better than anyone that this impacts their bottom line. So, these principles are critical to consider in the design phase as mass grading and compaction will limit your future options.

Ms. Hunt continued the presentation and covered the following topic:

- Disconnect Impervious Areas from Storm Drains
  - LID Parking Lots
  - LID Streetscapes
  - LID friendly Roofs
    - are all great opportunities

Ms. Hunt speaks:
LID also is an opportunity to limit erosion, especially those impervious surfaces that directly meet bare earth or weedy areas for that matter, where weed seeds can be conveyed further downstream to neighboring areas. So, having LID or green infrastructure areas that can slow the velocity of the water and utilize it for your landscaping will benefit water quality and make sense. Here you'll see that they have again curb cuts, so the water runs into a depressed area where the landscaping is and waters your plants.

Ms. Hunt continued the presentation and covered the following topic:

- Plan and Design Utilizing natural drainage features
  - Cost Effective
  - Less Maintenance
  - More Functional

Ms. Hunt speaks:
It requires a different maintenance but it's naturally functioning already. It's also desirable from potentially a development standpoint and from a wildlife habitat perspective.

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Commissioner Gardner speaks:
So, when you say plan and design, utilizing natural drainage features, cost effective, less maintenance, I guess my question there is, how do these parking lots hold up when would normally be maybe a full concrete parking lot and you put this type in? How do these surfaces hold up compared to what we're doing now?

Ms. Hunt speaks:
It does require a different kind of maintenance and Courtney probably knows more about this even from her past previous experience. But if you have those pervious pavers, they do have interstitial spaces so the water can run through so it's important to maintain those interstitial spaces. Often that requires different types of maintenance, like a vactor truck for instance, to come and vacuum those on a regular basis. And I believe Douglas County has those already. So yeah, that type of thing. And they have examples of this I'm going to show you one, but they have examples of this up in Tahoe. Actually, at the TRPA offices, they have a small one. I haven't been there in a long time, so I'm not sure what it looks like yet, but there is also one at the McKinley Arts Center. That parking lot is a pervious paved parking lot in Reno along the Truckee.

Ms. Walker speaks:
Just to elaborate a little bit more on maintenance, typically, in parking lots now you have some sort of underground system that you would maintain if someone asked you to maintain it, but it's out of sight, out of mind. And so, oftentimes these bigger underground systems do not get regular maintenance and the property owner would want to hire somebody with a vactor truck to clean that out for them. Some of the LID practices are aboveground. They do utilize landscaping. And in most businesses or commercial buildings, they're going to be maintaining their landscaping anyways. And so, if the drainage also goes into those areas, there's an example, the Trinity Lutheran Church parking lot. It's right behind Sonny's Barbecue. They have utilized the LID with the curb cuts, and the water from the parking lot flows into those curb cuts into the depressed areas where the vegetation is planted. And so, your main maintenance there is making sure that your vegetation is still thriving. It's not getting covered up with sediments or anything like that. And so, when you're looking at it, it's a lot easier to tell when you need to do maintenance versus the underground systems you kind of just forget about.

Commissioner Gardner speaks:
I've never noticed it before, but I'll be sure to look at it the next time I'm over there. Yeah. Thank you.

Ms. Hunt speaks:
This is just an example of a park providing beautiful and functional LID and maximizing that onsite infiltration.

Ms. Hunt continued the presentation and covered the following topic:

- Bioretention — The Biggest Bang for the Buck!
  - Landscape detention basins
  - Swales
  - Storm water planters
  - Rain gardens
  - Tree box filters

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Ms. Hunt speaks:
You can see these in one of the streets, I think it's the street that they have the farmers market on in Reno that goes right by the Truckee so that's a good way if you wanted to go and look at an example. This is actually a picture of a permeable paver road with a swale. And often people are not aware of why swales are put into a neighborhood. But swales are a critical way to slow water, promote infiltration, and filter stormwater before it enters the surface and groundwater. As we know, in some of our subdivisions in Douglas County and other places in the Carson River Watershed, often people fill them in and do that type of thing. And so, you know, part of it is an education thing too, is making sure that people know what they're there for and why. Rainwater can be harvested from impervious surfaces such as rooftops and driveways and directed to pervious areas and your rain garden areas. And these are just some more examples of that. The one on the right is, again, an older picture of the McKinley Art Center. They did a whole LID demonstration garden up there and that parking lot in the back of there is that impervious parking lot. So, if you ever wanted to go up there, this has grown up to be pretty impressive and it's worth having a look.

Ms. Walker speaks:
Just to elaborate really quick on the rainwater catchment systems. A lot of these examples that were being presented can be used for new development, but you can also retrofit existing development. And so, at my house, I know this is a smaller example of course, but my gutters that would collect rainwater for my roof would go down and they installed them underground underneath my lawn and then it would discharge to the sidewalk. And so, what I did is I disconnected that. And I actually got some of those rain barrels from Big Daddy's Bike Shop that they sell and turned them into rain barrels. And they look really cool and they do fill up pretty quickly. Then you can use them to water your houseplants or any other outdoor plants that you might have that are not connected to irrigation. And so, on a smaller scale, you can also do things to harvest your rainwater so that it's not just being shunted out to the street, going into a storm drain, and then into the river. Just to give a specific example.

Ms. Hunt speaks:
Yeah. Awesome. I have rain barrels too. So, from a planning and technical perspective, it's important to consider all these things during the design and planning stage.

Ms. Hunt continued the presentation and covered the following topic:

- Pre-Project LID Considerations
  - Review and update of existing Design Standards/ Contradictions with LID Principles

Ms. Hunt speaks:
That's kind of what you guys are in the process of now because there's often landscaping requirements, especially in commercial areas, to mound your landscaping and plant trees on top of mounds. And we know that that is not a good practice in our area because it takes a lot of water to, you know, have a tree up on the top of a hill and keep it watered properly. So, thinking about making sure that there's not contradictions in your ordinances.

Ms. Hunt continued the presentation and covered the following topic:

  - Existing hydrology, soil types and infiltration testing/rate

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Ms. Hunt speaks:
This is a double ring infiltrometer. This was actually at the pervious pavement that was done at the McKinley Arts Center. And they said that it was very revealing and it was worth every penny to do that because it ensured that the infiltration was going to work properly under that pavement because if it isn't infiltrating properly, then you might need an under drain and it's important to know that before you put the pavers down.

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

- Consider sunlight available
- Depth to groundwater or presence in a floodplain
- Beneficial Placement near walkways and homes
- Availability of water shedding onto your garden site
- Design with maintenance in mind

Ms. Hunt speaks:
It's amazing if you just google low impact development or rain gardens or anything like that. You'll be amazed at the amount of creativity and the array of choices available. It's pretty mind blowing. So, Ed James, CWSD's Manager, and I have presented the LID to the Building Association of Western Nevada. They were overall very supportive. Their main concerns are making sure that the regulations allow for creative solutions rather than a prescriptive one way option, and that the regulations are not contradictive and are consistent even between local jurisdictions throughout the Carson River Watershed because that gives them some certainty in what they're doing. So, Courtney is going to discuss this cool local LID implementation project that you guys have here.

Ms. Walker speaks:
A couple of years ago, I applied for a grant with a couple other partners to do this low impact development planning and implementation project at Douglas High School. Kind of the catalyst for this project was the photo that you see on the left here is actually the East Fork of the Carson River. It's right behind the Westwood neighborhood in Minden, and there's a pretty prolific algae bloom in that location. And interestingly enough, it's right where the storm drain system discharges to the river. It's existed for several years. And the USGS actually did a study to try to figure out what was causing the algae bloom and they couldn't really come up with anything that they could point to. But based on the location of the storm drain outflow to that location leads me to believe that it had to do with land use. And so, we wrote the grant. We were successful in getting it. So, we did a bunch of site reconnaissance, found all the different storm drains within the Westwood neighborhood that were all directly connected to the high school as well. And so, the photo on the right is me standing at that storm drain grate on the high school field. And if I were to turn around, you could see the baseball fields and the football field and the whole campus, along with the parking lot and all of that. And so, all of those storm drains connect to this spot, which then goes through the Westwood neighborhood, picks up all of the runoff coming from that neighborhood, and then discharges it to the river right where this algae bloom is. So, we wanted to use it as an opportunity to educate the students and also do a real life hands on project utilizing low impact development practices. This storm drain grate here is basically surrounded by bare soil. The maintenance staff drive around it. The soil is very compacted in that location and there's nothing to filter any of the water before it gets discharged into the river. So, we were able to work with the students to do a variety of different activities in the classroom. We worked with the geoscience class, the environmental science class, the AutoCAD, they're like the engineering kind of drafting class, and then also with one of the English classes. And you might think English is an odd topic to bring into kind of a science oriented

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activity, however, they have really been successful in promoting the outreach and putting together communication materials so that we can explain what the project is, because it is a really cool project, but it's a lot cooler if people actually know what you're doing and why you're doing it. And so that's why we involved the English class as well.

Throughout the project, we showed them the whole storm drain system. They took a field trip and helped us mark all the different storm drains within the Westwood neighborhood. It says, no dumping, drains to river. You can see all these different spots where we did water quality sampling up here in the top left, but that grate right there is in the Westwood neighborhood, and the football field that also drains to the same location, you can see the outfall here, which is actually on private property, but very nice residents live there that let us access it. And then from that outlet is then the algae bloom. And so, we worked with this with the various classes to try to design a low impact development project for around this grate and the grant covered the cost of the materials. We also used the stormwater maintenance operators to bring in their heavy equipment to help do some of the excavation, to break up some of that soil, put a bunch of rock around soil amendments. And then the students came in with the soils, planted all the different plants and helped us finish, basically, the project. So, now we have a lot of infiltration and filtering going on before the water gets into the grate. And then Douglas County crews also used our vactor truck to clean out that storm drain system, which was all reimbursed through the grant, through the State as well.

So, it was a really great project with the students. The last phase that they just did is the English class, one of their assignments was to design a sign to be put out at this location to explain the project and how it benefits the river. And so, that sign has recently been installed right here at this project site. If you are interested in accessing it, I know you live close to the site, there's a gate that comes off of Longleaf Drive and you can actually walk right onto campus right up to this location, and you can see the project. The native plants are thriving. The School District maintenance staff was wonderful and installed irrigation for us so that nothing will die and you don't have to go there and water it regularly, but it's been a very successful project. The students were very engaged, and it was also nice for me to put some of my maintenance staff on the spot as well, to kind of talk about career options here in Douglas County that don't necessarily require a college degree. They're outside all the time. They love what they do. And so just kind of opening the kids eyes to some more local opportunities for career options here locally.

So, it was a really great project. I encourage you to check it out if you're ever in the area. We are hoping to do a phase two of this project and expanding it to other school sites. We did find out that we didn't receive that grant, unfortunately, but I would like to keep going with this kind of project because it is really valuable. And I have a photo, actually, at the very end of the presentation that shows the algae bloom today, and it's actually a lot less prolific. I'm sure it's not because we saved the world with this project, but our water quality monitoring that we've been doing over the last few years has shown a slight reduction in the nitrogen and phosphorus. And we've also done education in the neighborhood as a part of this project, so I think with all of those things, maybe it might be helping out a little bit, but we know it didn't make it any worse. So, that's the cool project. I'd like to do some more demonstrations in Douglas County so people can see and visit the sites to kind of see, give them ideas on how they could do it on their own property. There's the finished product right there and there's a nice educational sign next to it that's not shown in this photo.

Commissioner Nowosad left the meeting.

Ms. Hunt continued the presentation and covered the following topic:

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- Recommendations
  - Embrace/Implement LID Measures in the Planning, Development, Design and Building Process
  - Promote LID Friendly Ordinances and Design Standards
  - Review and Amend Existing Ordinances/Design Standards
  - Build/Publicize Demonstration Projects
  - Explore Incentives options to encourage LID implementation
  - Foster LID Education/Outreach w/Staff and the Broader Community.

Ms. Hunt speaks:
Courtney has included LID principles again in the recent stormwater plan. And we'll be coming forward with the LID as a solution to stormwater concerns in the future. We are really hopeful that maybe there's the possibility of implementing LID in some of your new projects, even County projects. And I know you have a new County courthouse so I just wanted to put a plug in for maybe this being a demonstration project as part of that, if that's possible.

Ms. Hunt continued the presentation and covered the following topic:

- Final Thoughts
  - Local Information available
  - Common sense approach
  - Can actually save money
  - Change is here, be adaptive
  - Water is essential for all life, it is not a waste product
  - Healthy water, healthy economy
  - Think Big Picture, Focus on Details

Ms. Hunt speaks:
Just with final thoughts, LID practices are common sense approaches that respect water as an essential resource, and they offer interdisciplinary opportunities that benefit everyone and everything. So, thanks, and we'll take any questions.

To review Ms. Hunt and Ms. Walker's full presentation please see the Supplemental Meeting Materials.

Chairman Rice speaks:
Well, thank you.

Ms. Hunt speaks:
You're welcome.

Chairman Rice speaks:
Any questions? Commissioner Gardner.

Commissioner Gardner speaks:
Just a comment. Thank you very much. Very enlightening and very eye opening. I'm hoping that maybe we can take a look at implementing some of this where it's applicable in our county. Thank you.

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Chairman Rice speaks:
Any other comments?

Vice Chairwoman Hales speaks:
I just think this is great. I think I understand that we're incorporating this in the changes to Title 20?

Ms. Walker speaks:
Yes. I've worked with Jeremy Hutchings, our County Engineer, to do a bunch of draft language that can be incorporated. I'm not sure what the time frame is with Community Development wanting to bring that forward. I know they're doing a lot of substantial changes to Title 20 and so it will fit into the mix. So, when the timing is right, we will bring it forward. It might be good to bring it forward a little separately just to discuss the new sections that are being added. But it's in the plan and I was actually hoping these, we presented to the Planning Commission and now to this Board and I'm hoping this will kind of jump start the process to get some of these things in code so we can start using them as soon as possible.

Vice Chairwoman Hales speaks:
I really like the idea of, the common sense idea. And I like the point that was made about allowing for creative solutions. So, if the principle is involved, take precedence over the technicalities, that would be a really good thing, but I would really support implementing these principles. I'm a fan. Good job. Thank you.

Chairman Rice speaks:
Any further comments from the Board? Seeing none, thank you so much for your presentation. Since this was for presentation only, there will not be Public Comment. And we will move on.

RESULT: PRESENTATION HELD.

7. For possible action. Discussion regarding the adoption of Resolution 2024R-053, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, repealing Resolution 2021R-096, which established and amended the rates, fees, and charges for the Department set in 2021. Community Development will present two versions of Resolution 2024R -053 for the Board's consideration. Version One would immediately increase the Fee Schedule by 14% on July 1, 2024. Version Two would gradually increase the Fee Schedule by 7%, on July 1, 2024, and 7% on January 1, 2025. These increases are based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2022 & 2023). (Andrea Pawling & Tom Dallaire)

Chairman Rice read the agenda item into the record.

Andrea Pawling, Community Development Deputy Director, speaks:
Thank you, Commissioners. Chairman Rice just went ahead and read into record the suggested action, so I won't bore you with that long paragraph again. We will be discussing the fee increase in Resolution 2024R-053 and the repeal of 2021R-096 today. There are two versions, as you guys read and we will go over those in more depth and answer any questions at the end.

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Commissioner Tarkanian speaks:
I'm sorry. I just wanted to ask a quick question so I don't get lost when you go through your presentation. In your financial impact, it says to recover the $842,000 shortfall? That's quite significant. And is 14 percent covering that? Is that what you're saying?

Tom Dallaire, Community Development Director, speaks:
That shortfall is what the projection is. We historically have budgeted a shortfall in our budget, but this year I'm not sure we're going to make our estimated revenue projections that we had in last year's budget. We're a month away from this, so what we're trying to do is be a little proactive with this application and do 14 percent now, this next fiscal year, start it on July 1st for next fiscal year's budget. So, we will only have one year of actual revenues that do not exceed our expenses in the department. But we are projecting that we are going to be short this year. And then our budget that you guys presented and we wanted to make sure the numbers were consistent with you and the public, but in our budget presentation that we did about a month ago, we showed that shortfall in that budget presentation of 20 percent. And the fiscal impact statement, we did show that we can recover about $475,000 if we implemented the 14 percent in July for the whole year, or $360,000 for the split between the two years. $475,000, that's on page 635. The top of 635. Thank you.

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

- The Big Goal
  - To ensure Douglas County Community Development's fees pay for staff time reviewing permits. The fee schedule needs to be increased on an annual, consistent basis, and equitable to the needs of our community, staff, and customers.
  - The Douglas County Community Development Department is 20% short of paying for the salary costs in the department and needs an increase to its current fee schedule. Over the last two years, the Western Urban Consumer Price Index (CPI) increased by 7.7% in 2022 and 6.3% in 2023, a total of 14%.
  - Based on these numbers, it is proposed to increase all fees 14% overall to compensate for the time and effort Community Development spends reviewing community plans and proposed projects.
- Brief History…
  - In November 2021, Community Development went in front of the Board of County Commissioners to propose two resolutions, 1) Resolution (2021R-107) to increase the Building Permit fees by 5% and 2) Resolution (2021R-096) to increase other fees by 5%. The Board of County Commissioners adopted this resolution and approved the 5% increase.
  - Since 2021, we have not increased fees and this is now needed to remain equitable within the community's growth and development. Salaries were increased to be in line with other jurisdictions within Northern Nevada. Unprecedented inflation has taken its toll on services and supplies that are needed to keep up with the demand for the department-managed plan updates and the number of permits being issued by the department.

Ms. Pawling speaks:
Something I do want to mention here, currently as we were going through our fee study with RCS, we realized that we were basing it on estimated numbers of staff hours on certain projects that they were working on. We have now implemented something in our software system of Accela currently to manage exact actual hours so that we can present that in the future and actually have an actual time that we are working on certain projects. And then I'm going to turn this slide on over to our Director, Mr. Dallaire.

Mr. Dallaire continued the presentation and covered the following topics:

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- RCS Possible Cost Recovery…
  - RCS's Fee Study showed Planning & Engineering being subsidized. This study was done based on an estimate of staff hours, not actual hours.
  - Next year, we will start revising individual permits to get them more in line with this study.
  - Possible Cost Recovery
  - Planning Services
    - Total Fee Revenue - $325,846
    - Total Service Cost - $593,377
    - Total Profit/(Subsidy) - ($267,531)
    - PCT Recovery from Fees
      - Actual - 54.9% / Suggest - VAR
    - Possible New Revenue - $198,300
  - Building & Safety Services
    - Total Fee Revenue - $2,254,818
    - Total Service Cost - $2,100,565
    - Total Profit/(Subsidy) - $154,253
    - PCT Recovery from Fees
      - Actual - 107.3% / Suggest - VAR
    - Possible New Revenue - ($154,300)
  - Engineering Services
    - Total Fee Revenue - $659,476
    - Total Service Cost - $1,226,883
    - Total Profit/(Subsidy) - ($567,407)
    - PCT Recovery from Fees
      - Actual - 53.8% / Suggest - VAR
    - Possible New Revenue - $567,400
  - Code Enforcement Services
    - Total Fee Revenue - $1,015,789
    - Total Service Cost - $1,176,795
    - Total Profit/(Subsidy) - ($161,006)
    - PCT Recovery from Fees
      - Actual - 86.3% / Suggest - VAR
    - Possible New Revenue - $13,300
  - Possible Cost Recovery
    - Total Fee Revenue - $4,255,929
    - Total Service Cost - $5,097,620
    - Total Profit/(Subsidy) - ($841,691)
    - PCT Recovery from Fees
      - Actual - 54.9% / Suggest - VAR
    - Possible New Revenue - $198,300

Mr. Dallaire speaks:
I think Code Enforcement Services is something that the General Fund would cover because they're not actually reviewing project permits or project applications. And so, they are actually enforcing the code, which I think would be more of a General Fund function similar to the Sheriff's Office. But we want to raise the fees for the planning and engineering services, and that's what this proposal does based on the two fee schedules that we are reviewing. One of them is the building one, which we did a five percent across the board in 2021, Andrea's covered that. But we did have that, and we are not touching that

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building permit one at all. What we are proposing is the planning applications and those permit processes are increasing and the engineering applications and permits is what we want to cover in this cost increase.

We have the total permits, this is basically just the chart. We just showed what we were issuing for the building permits and all the others. So, I think that's a combined total applications reviewed for the entire department. I think you guys have seen this slide before at the budget cycle as well. But it just gives you a breakdown of really the differences between the building and all the other applications. The applications in planning and engineering are a much longer process in plan review and dealing with the consultant on making sure that we're in compliance with code and that we have a permittable set of plans that we can issue. And that process is substantially longer than what it would be in like a building permit. Once the lot is available to be built on, the plan review is a lot faster process to go through and to get your permit for that. It's all the applications that get that lot to be in a developable position, and so you can just apply for a building permit and build. So, that's what we're talking about here today.

We had a lot of conversations on this one with the Builders Alliance and also back and forth with Douglas County Business Council, the Chamber on this on our outreach portion of this piece of it. And we originally came up with the version one, which was 14 percent. The Builders Alliance had some significant concerns about that cost and wanted to propose this version two. We came back and talked about it with the County Manager's Office and staff, and we decided, let's just give those two options to you guys, and you guys could decide on how this would go, on which one we're actually going to implement. But what their concern was is just that, you know, the impact that it's going to have on the business community and doing business in Douglas County and in those fees associated with the entitlements to be built. It's not the actual building permits, but they were a little confused in the beginning that they thought the building permit fees were going to increase as well and that was not the case. So, we clarified that with them and I think they're on board with version two. So, that's why we had proposed the two versions and that's why you have two of them today. It's because the Business Council and specifically, the Builders Alliance, Glen Martel and Rob Joiner both wanted to see this seven percent in July and seven percent in January be implemented.

Mr. Dallaire continued the presentation and covered the following topics:

- Options
  - The Board can approve one of two options for implementation:
    - Version One: Immediately increase the Fee Schedule by 14% on July 1, 2024, or
    - Version Two: Gradually increase the Fee Schedule by 7%, on July 1, 2024, and 7% on January 1, 2025.
- In Summary…
  - The 14% CPI increase seems to be a fair and equitable solution. Therefore, we would like feedback on this fee change and ask which option will be approved and adopted as a new Resolution (2024R-053) by the Board of County Commissioners.

Mr. Dallaire speaks:
I can't predict and don't have a way to predict who's going to submit to the Community Development department for applications, that is part of the budget process on estimating, and we're trying to implement and work with the Finance Department on coming up with a better kind of prediction model, or maybe it's a five year average over the last five years on what kind of permits were submitted, because you can go through this table and see that there's a lot of different types of applications that we have. Yes, Commissioner Tarkanian.

To review Ms. Pawling and Mr. Dallaire's full presentation please see the Supplemental Meeting Materials.

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Commissioner Tarkanian speaks:
I'm trying to wrap my head around this. Even if you do version one, you're still going to have a $369,000 or something like that shortfall?

Ms. Dallaire speaks:
Well, it's the budgeted shortfall that we have today. And right now, what usually happens in our budget cycle is we budget low on the revenue side, and we show our expenses that we need to have for like the Master Plan updates and all the other plan updates that we usually are working on throughout the year and then all the consulting fees we have in our support of reviewing these projects. We budget that out in March of the year for the next fiscal year's stuff, but I have no way to know who's going to be coming in for a building permit or for a Master Plan Amendment or for a zone change. We don't have any way to predict that. All we can go off of is what's happened over the last five years. And we have historically budgeted a shortfall in our budget, just not that substantial. And so, that's why we're thinking the 14 percent would be sufficient. We'll try it and see and make sure it happens. I mean we'll see what happens with the applications and the submittals. And then we'll know at the end of next year where we're at and we'll put that in our averages for next year's budget cycle for 2025-26 and see if we can get closer on those estimates. But I don't have a crystal ball. I don't know how many people are planning on building next year and we don't know what the market is going to do during the election. So, see what happens. Is that okay?

Chairman Rice speaks:
Commissioner Gardner.

Commissioner Gardner speaks:
Thank you, Mr. Chair. This is a real conundrum. And I appreciate the thoughts of our building community in regards to spacing it out. So, I don't want to be insensitive to that as you and I have discussed, Mr. Dallaire. My concerns, of course, were that, I mean, 14 percent seems like an awful lot of money, a large increase. However, we haven't had an increase since the middle of 2021. And if we had been reviewing this on an annual basis and coming back with, you know, five percent back in 2021 was just a small amount, really in the overall scheme of things. But if we had been doing the five percent a year for the last couple of years, then we'd be back to another five percent increase. As I see it, if we had done five percent in 2022, five percent in 2023, then we would be looking for a five percent in 2024 and that's 15 percent over a three year period. And so, we're trying to play catch up here. So, I appreciate your concept or thought process of reviewing this on an annual basis. And that's something I suggested to your department is that we not play catch up all the time on this. The problem I have with this, of course, is that when we do project a shortfall, then we're making that up out of the General Fund, and every taxpayer in this county pays into the General Fund and I don't know that it's right to take funds out of the taxpayers pocket books, basically, and supplementing these fees for the developers. So, there's the conundrum we're in. You know, all we're trying to do is play catch up here and we are going to need to look at this on an annual basis not just every three years, because costs go up on an annual basis, not every three or four years. So, I suppose I could live with either case, but you know, I want to listen to Public Comment too first.

Commissioner Tarkanian speaks:
I just wanted to ask, following up on your question, is why have we not, if we had a shortfall each year, if I'm understanding this correctly, why didn't we increase it since 2021? Why are we just now doing it?

Mr. Dallaire speaks:
We haven't had a shortfall every year. This is the first year that we are projecting it. And I suspect it's because the salaries were increased quite a bit last year. And so now that's caught up.

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Commissioner Tarkanian speaks:
I must've misunderstood you. I thought you said each year there's a shortfall and then we…

Mr. Dallaire speaks:
This fiscal year. Last fiscal year we were fine. We budgeted a shortfall, but we ended up and landed finishing the year off good. But the Building Department does supplement the Planning and Engineering Department. So, we have seen that, that hasn't been the trend for the last five years. It really became noticeable in the RCS study that we have. I know I haven't shared that with any of the Board yet, but those costs that they were proposing in there are a substantial increase. And this is like a step in that direction. And what we found with going through this whole exercise is that we needed to develop a way that staff can track how much time they're spending on a specific application, so that we can put a permit fee to it. I just need the data and I don't have the data yet. We just got that implemented in Accela, the Truepoint contracts that you guys have just approved today on Consent, that will help refine that process. And so those are the kinds of improvements that we have been doing in our permitting program in order to get better data so that we can make these decisions ahead of time rather than in the rears.

Chairman Rice speaks:
Any other questions from the Board? Seeing none, this is for possible action, so I will open this to Public Comment.

PUBLIC COMMENT

Jim Jackson speaks:
Since I'm one of only two, I gotta make a comment. It sounds like somebody's been asleep at the switch. If we've been increasing salaries and not increasing the fees, the obvious conclusion is that you're going to end up with a shortfall at some point. 14 percent right off the bat is a no brainer. Do it. But why stop with that? Why not the building permits also going up? If Carson Valley is such a hot commodity like everybody keeps saying, everybody wants to build and stuff, why not make the builders and the developers pay for these fees and these permits? Don't take it from us, the taxpayers in the Valley, and it's coming out of the General Fund, if you're short. Take it from these builders. They'll pay it because they want to build and develop here. They're going to make their money back. I have no fear of that and everything. So that's my advice, is go for the full 14 now and don't leave out the other permits where you can make money off of them too. Let the developers pay for what they're going to do to this Valley. Thank you.

Chairman Rice speaks:
Is there any further Public Comment? Seeing none…

Commissioner Tarkanian speaks:
Mr. Chairman?

Chairman Rice speaks:
Yes.

Commissioner Tarkanian speaks:
Just to answer your question, when we increased salaries I believe the ones for the County staff are similar to what we did for the Deputies, and so we increased it close to 30 percent over the next two years, is that right?

Mr. Dallaire speaks:
I believe it was, I don't remember how much it was. Do you remember seven, 17 percent?

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Commissioner Tarkanian speaks:
So, the point I'm trying to make is we negotiated our salaries this past year. And one reason why our budget is so tight on everything else is because we gave large increases to try to stay up with the market and that's why this year we're so short, if I'm understanding correctly with this cost, because of the increase in salaries this past year. And if I understand your packet deal and I've looked all over my packet and I can't find that one that you just had up there. I'd like to get a copy of it where you listed how much was raised and how much was spent in each of the building permits, the engineering and so forth, the building permits are covering their costs. We shouldn't be subsidizing it. It's the other two areas that are not covering the cost and we don't want to subsidize that either. I just hope the 14 percent gets us to where we're not subsidizing the cost and we're relying upon your expertise for that.

Mr. Dallaire speaks:
Yeah. Thank you for that. Also, there's a lot of things that I do at my job, I don't get to do project review, I fix the problems during the review. A lot of meetings, I get a lot of requests from you guys on other things that we are working on. So, a lot of that stuff isn't covered by a permit application, right? And so that's what I've been trying to figure out in the department on how do we manage that part of it? Because it's not just me. Andrea spends a lot of time on specific projects like this, you know, the fee studies, those kinds of things where it's not based on an actual application. Our County Engineer is working on Muller Parkway. I think all his time is going on that right now which is, again, not an application. We do have it internally that we'll get reimbursed for some of that stuff because of a permit fee, but right now we're dealing with those kinds of things and tracking that. And then Code Enforcement is out and VHR is paying for itself. So that's good and one step in the right direction. And we've gone a long way this year to track those and make it easier for us to pull a report out of it and in the VHR department. The building permits, though, that was also mentioned. Our building permits, when you guys approved Appendix B, we changed the way we do our valuations on those permits. And we want to see what that's going to look like. Our estimates are, it looks like it's going to increase the commercial quite a bit. I don't know a percentage, I don't have a percentage on that, but the commercial square footage went up substantially with that. Increasing them further doesn't seem to be logical. And I have a history of five years showing that the department, the Building Department with all of our Inspectors, our Building Official and our Counter Techs, they are covering the cost and some in the department, which is why we were not proposing to increase the building fees right now. And I want what we did with Appendix B to clarify that valuation. I want that to go into effect for at least a year so we have some background on that.

Ms. Pawling speaks:
Also, when we evaluate this on an annual basis, we'll be evaluating the building permits and that side of things again next year as well.

Chairman Rice speaks:
Thank you. All right, what's the pleasure of the Board?

Vice Chairwoman Hales speaks:
I agree with Commissioner Gardner that this is a conundrum. I can see this both ways. I am sympathetic to the Builders Alliance and the Business Council's concerns that this is a big jump all at once, 14 percent. However, you know, the other costs of business don't go up according to an eased in scale. The cost of doing business just is what it is. In the ideal world, the cost wouldn't jump this much but they are our costs. And I think there's been a good faith effort to link our costs with the fees. And this isn't an attempt to gouge. It's not an attempt to get more than what our costs are. It's just an attempt to make it even between what it costs us to do these permits that need to be done and what's being charged for them. And to me, it is kind of a close case because I hate to see a big jump all at once for these folks, but even more I hate to see the General Fund subsidizing the building that's going on and the other things that are going on because the general taxpayer shouldn't subsidize these things, they should pay for themselves. And so,

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for that reason I would lean more towards version one, but I would also be amenable to being persuaded otherwise if my colleagues had good reasons.

Chairman Rice speaks:
All right. Commissioners, what's your pleasure? Did somebody have a motion?

Commissioner Tarkanian speaks:
I closed my computer so I don't have the exact language, but I think we should go with version number one. That's what our out of pocket cost is. And as much as it may have some impact on the builders, it's better than having the impact on the General Fund.

Vice Chairwoman Hales speaks:
I'll make a motion then. I move that we adopt Resolution 2024R-053, which is version one, immediately increasing the fee schedule by 14 percent on July 1, 2024, and repealing Resolution 2021R-096.

Commissioner Tarkanian speaks:
Second.

Chairman Rice speaks:
It's been moved in seconded. Any further discussion? All those in favor say aye. It passes 4-0. And for the record, Commissioner Nowosad had to leave. He had a hard stop time.

MOTION TO: Adopt Resolution 2024R-053, Version One, immediately increasing the Fee Schedule by 14 percent on July 1, 2024, and repealing Resolution 2021R-096; carried.

RESULT:	**ADOPTED**
MOVER:	Sharla Hales, Vice Chair
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian
ABSENT:	Walt Nowosad

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

Chairman Rice read the agenda item into the record.

Chairman Rice speaks:
I will start at the far end and work towards this end. Commissioner Gardner.

Commissioner Gardner speaks:
Thank you, Mr. Chair. I'm assigned, obviously, to a number of boards and commissions besides this responsibility as a Board of Commissioner and yesterday was supposed to be our monthly Chamber of Commerce meeting; however, that got postponed or actually canceled in favor of we have a planning session tomorrow, so I'll be involved all day tomorrow in regards to that planning session. The other things I've already reported on is Parks and Recreation. This last month at our NACO meeting, the Nevada Association of Counties meeting was in Eureka to honor retiring State Senator Pete Goicoechea. And so, I felt obligated to do that. It was disappointing I wasn't able to be at the opening ceremonies of the Vietnam Moving Wall, the replica of the Vietnam Wall in Washington, DC. But it appears that my fellow Commissioners filled in very well in that regard. I did take an opportunity to visit that wall and participate

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in the community barbecue on Sunday night and then again at the closing ceremonies on Monday. So, with that, I just try to fulfill all those responsibilities and that's all I have to report.

Chairman Rice speaks:
Thank you, sir.

Commissioner Tarkanian speaks:
I haven't had any committee meetings since our last Board meeting.

Commissioner Gardner speaks:
You need more.

Vice Chairwoman Hales speaks:
I'll mention that in regards to China Spring Youth Camp, there has been work on the budget for next year and work towards making sure we have funding, including a meeting with some folks at the State. And I feel that Wendy Lang is doing an excellent job there, as is the new Director. I appreciate Carson Water Subconservancy District that we just had the annual evaluation of the Director there and he does an excellent job and I appreciate their good work. They have their fingers in a lot of things, including what we just listened to today. I was able to go to the TRPA annual retreat where they talk about bigger picture things, take a step back from the day to day work, and that was very useful in terms of understanding better what they do and being more prepared in case I need to serve as an alternate there. And besides those things, I have attended the regular meetings of the other entities and appreciate the good work being done.

Chairman Rice speaks:
Thank you. I also was able to attend the TRPA retreat. It was held at Fallen Leaf Lake and a great deal of ground was covered. My one comment would be, please cover your potholes. That's the worst road I've seen in a very, very long time. And I'm sure that my teeth will get settled back into place at some point. Yesterday I attended the TTD meeting, Tahoe Transportation District. They are still trying to figure out how to increase their revenues for their free public transportation. I have scheduled a meeting with Carl Hasty, the head of TTD. I want to talk to him in private. They keep talking about a JPA, a Joint Powers Act to take over all of the transportation in the Tahoe Basin. And I, for one, am not willing to give up control of our transportation that we have in Douglas County to let some Californian, and I'm going to make some enemies with that statement, make some Californians determine for us what we're going to do for our transportation. Also, once again, they're talking about establishing a basin entry fee. I told him that before I would vote for that, I would have to divorce both my County and my wife because she said, you vote for that thing and don't bother coming home. And that's in jest, please, for those that take everything literally. But I want you to know that I am going to fight a basin entry fee for any resident of Douglas County as long as I'm sitting in this chair. And I am also going to do everything I can to make sure that if there is a JPA that Douglas County does not lose our autonomy. And that's the end of what I had.

RESULT: **PRESENTATION HELD.**

CLOSING PUBLIC COMMENT (No Action)

Chairman Rice speaks:
Now we will go to agenda item last, Closing Public Comment.

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Jim Jackson speaks:
Me again. Good decision on the 14 percent. Don't let it go every year without raising it. Don't get in that position again. One of the main reasons I am still here is I want to offer an apology to Commissioner Hales, that I did not mention your name. I honestly didn't see you there. And so that's the only reason I left you out. But I appreciate the fact that you were there and everything. Several things were said on other presentations. One of them was, it was commenting that it was, this was regarding something up at the Lake, that you're doing something now and not waiting until later on. Well, everything I do is related to Painted Rock Mine, so it's like, let's do something now before it's too late, whatever that may be. The second thing that was said by one of the people that got up here was county residents come first and everybody else can come second. Well, that was in regards to July 4th up at the Lake and with all the fees or whatever it was. Well, I kind of agree with that. And again, I relate that back to Painted Rock Mine; county citizens should come before Knox Excavation and all the money they will make and all the problems it will cause us. That relates back to the first item, something needs to be done now. Coming down to the landscaping, I think it's a very good idea. Our whole property is landscaped with that kind of stuff in mind. We have a big dry stream bed that comes all the way from the top of our property, halfway down, and then a big what could be a lake, I have train bridges that are crossing it, and it does fill up when we have a really heavy thunderstorm. So, that's a good idea. But it was talked about minimizing site disturb disturbances because of what it will do to the water. Well Painted Rock Mine is going to disturb a whole lot of ground and everything, not only at the site, but all the way down across the BLM and down Johnson Lane. It's going to just really do a lot of damage. The other thing was, it will destroy natural drainage. Well that will, because if they paved the road from Painted Rock Mine down to Johnson Lane, that's going to cause some real flooding problems up there for us. Then the other one was destroy vegetation. It's going to destroy a lot of vegetation up in that area also. So, we're hoping that something can be done. We know we're going to end up in court. We're just hoping that you're on our side when we do end up in court and stuff. And I've mentioned this before. So anyway, I'm waiting to see what we're going to do with the Painted Rock Mine. And again, thank you, three Commissioners for being at the meeting. There were several good ideas that came up and I hope we take advantage of them. Thank you.

Chairman Rice speaks:
Thank you, sir. Is there any further Public Comment? Seeing none, I'll entertain a motion to retire for the day. In that case, we are done.

ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 3:30 PM.

Respectfully submitted:

_____
Wesley Rice, Chairman
Douglas County Board of County
Commissioners

ATTEST:

_____
Amy Burgans, Clerk-Treasurer

UNAPPROVED

AGENDA ITEM NO. 1.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2024P-072**, a proclamation recognizing the dedicated service of Bobbie Williams to Douglas County Nevada. (Vice Chairwoman Hales)

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
Proclamation 2024P-072 recognizes the dedicated service of Bobbie Williams to Douglas County Nevada.

ATTACHMENTS:
Proclamation 2024P-072 - Bobbie Williams to 8.5x11.pdf

PROCLAMATION
DOUGLAS COUNTY BOARD OF COMMISSIONERS

PROCLAMATION 2024P-072
RECOGNIZING BOBBIE WILLIAMS FOR 26 YEARS OF DEDICATED SERVICE

WHEREAS, in 1998 Bobbie Williams started her tenure with Douglas County part-time as an On-Call Marriage License Clerk in the Clerk-Treasurer's Office;

WHEREAS, in 2014 Bobbie Williams became the first Court Administrator in Douglas County;

WHEREAS, Bobbie Williams received her Certification in Court Management, Court Executive and received her fellowship through the National Center for State Courts/Institute for Court Management. Ms. Williams graduated at the United States Supreme Court in 2012;

WHEREAS, Bobbie Williams was instrumental in the reorganization of Douglas County's Judiciary and the creation of the Judicial Services Department; creation of the Judicial Fiscal Management Analyst position, and consolidation of the Clerks offices;

WHEREAS, for 12 years, Bobbie Williams has promoted the education of Court Professionals in the State of Nevada by serving on the Education Committee and teaching team building for the Nevada Association for Court Career Advancement;

WHEREAS, Bobbie Williams received her teaching certification from the National Center for State Courts/Institute for Court Management to teach Court Management courses to professionals across the country, specifically, Purposes and Responsibilities of Courts, Caseflow and Workflow Management, and Workforce Management;

WHEREAS, in 2018 Bobbie Williams received the Court Executive of the Year award from the Nevada Association of Court Executives where she served as Vice President for 2 years and President for 4 years;

WHEREAS, Bobbie Williams was instrumental in the modernization of the Douglas County Judiciary by implementing new Case Management Systems for both Justice Courts and the District Court, a new Jury System, state of the art courtroom technology upgrades, and development of the public kiosk;

WHEREAS, Bobbie Williams was the first Court Administrator in the State of Nevada to have obtained Phase III Case Management certification in the Uniform Systems for Judicial Records for all Courts in Douglas County and Minimum Accounting Standards certification from the Nevada Supreme Court;

WHEREAS, Bobbie Williams has served on multiple State Supreme Court committees dealing with judicial education, improving process and procedures in courts, Left Side Filing, Evidence Retention, changes to the Uniform System for Judicial Records and the creation of the Nevada Data Repository;

WHEREAS, Bobbie Williams has been influential as a court leader for Court Professionals across the state. Ms., Williams is known for her intellect, integrity, work ethic, and sense of humor and has built collaborative relationships between the Douglas County Judiciary and other public agencies; and

WHEREAS, Bobbie Williams is a trusted advisor for the judges she has served in the Douglas County Judiciary. Her dedication, hard work, and determination was instrumental in the success of the Douglas County Judiciary.

THEREFORE, BE IT PROCLAIMED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS, along with Douglas County staff and residents, that Bobbie Williams is recognized for 26 years of service to the people of the State of Nevada and Douglas County. Thank you Bobbie!

ADOPTED THIS 18TH DAY OF JULY, 2024 BOARD OF COUNTY COMMISSIONERS.

Wesley Rice, Chairman

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF DOUGLAS COUNTY TO BE AFFIXED THIS 18TH DAY OF JULY, IN THE YEAR OF OUR LORD 2024.

Amy Burgans, Clerk Treasurer

AGENDA ITEM NO. 2.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For presentation only. Presentation regarding the Douglas County Justice Center project. The presentation may include a discussion of the history of the Justice Center project, the current space and operational deficiencies of the Douglas County Judicial and Law Enforcement Center (JLEC) building and the justification for the planned Justice Center, an overview and status of the Design and Construction Manager At Risk (CMAR) process which is currently underway, the approximate budget and current expenses related to the project, as well as an overview of the County's plans to fund the project utilizing a combination of general obligation and medium term obligation bonds. (Jenifer Davidson, Kathy Lewis, Scott McCullough)

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
The current budget for the Justice Center totals $5,658,195. With outstanding encumbrances (contractual obligations for Design and Construction Manager At Risk) of $3,309,528 and total actual costs of $557,717, the current remaining available budget is $1,791,151. Additionally, funding for the purchase of the Buckeye Land Parcel ($5,007,758) was budgeted during Fiscal Year 2022-23 with the purchase finalized on July 1, 2022.

The cost of construction for phase one of the project (approximately $6.7 million) is not currently budgeted and will be brought to the Board for funding consideration as part of agenda items three, four, and five, on today's agenda. The source of the $6.7 million in funding is discussed in further detail in the financial impact section of agenda item three.

The cost to construct phase two (approximately $50 million) is not currently budgeted and will be appropriated at the time of final bond issuance.

BACKGROUND:

The existing Douglas County Judicial Law Enforcement Center (JLEC) was constructed in 1980 when the County's population was approximately 19,400 residents. The County's population is now approximately 52,000. The building is two stories, with a concrete masonry exterior and metal framed interior partitions. The original facility included a large open lobby area, three sizable waiting areas, a two-story sky-lit atrium, and an exercise area. In response to expanding needs, all of these areas have been converted to security functions and department offices.

The first floor is dedicated to the operations of the Sheriff's Department and includes the County Jail, which was expanded in 2011 and solidified the building as the primary jail location. The second floor of the facility houses two district courtrooms and one East Fork justice courtroom, the District Attorney's Office, the Constable's office, court administration, court computer, Justice and District Court Clerks' offices, and juvenile probation. The law library and the Court Appointed Special Advocates (CASA) and Special Advocates for Elderly (SAFE) offices are also on this floor.

When it opened in 1982, the facility was planned to meet the justice and law enforcement needs of Douglas County for 20 years. Now, some 41 years later, with a county-wide population of approximately 52,000 residents, the current facilities are insufficient. As the population has grown, so have the needs of the JLEC. The facility has significant, immediate deficiencies in security, overcrowding, and accessibility. These issues, which reflect increased population and caseloads, prevent the current users and staff from operating in a safe and efficient manner.

The County has taken some steps to mitigate some of these concerns. The County currently leases a building across the street from the JLEC facility for the majority of the civil division of the District Attorney's Office. This lease freed up space within existing offices for the District Attorney to expand into a bigger area; however, the additional space is still not adequate to address the operational needs of the District Attorney's Office.

This item appears on the agenda to provide the Board and the public with a comprehensive overview of the proposed Douglas County Justice Center project, including but not limited to:

- History of the project
- Justification and need for the project
- Financial history of the project including bond issuance history and timeline for next steps
- Market conditions and current cost estimates

ATTACHMENTS:
Staff Report Justice Center July 2024 FINAL.doc

JENIFER DAVIDON
County Manager

SCOTT MORGAN
Assistant County Manager

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Minden, Nevada 89423

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OFFICE OF THE COUNTY MANAGER

STAFF REPORT

To: Douglas County Board of Commissioners

From: Jenifer Davidson, County Manager
Scott Morgan, Assistant County Manager
Kathy Lewis, Chief Financial Officer
Scott McCullough, Project Manager
Marty Johnson, JNA Consulting Group, LLC

Subject: Justice Center Project Overview and Discussion

Date: July 12, 2024

I. PURPOSE

For presentation only. Presentation regarding the Douglas County Justice Center project. The presentation may include a discussion of the history of the Justice Center project, the current space and operational deficiencies of the Douglas County Judicial and Law Enforcement Center (JLEC) building and the justification for the Justice Center, an overview and status of the Design and Construction Manager At Risk (CMAR) process which is currently underway, the approximate budget and current expenses related to the project, as well as an overview of the County's plans to fund the project utilizing a combination of general obligation and medium term obligation bonds.

II. JUSTIFICATION AND NEED FOR THE JUSTICE CENTER PROJECT

In 1980, Douglas County, with a growing population of approximately 19,400 residents, relocated a number of County Departments to a newly constructed two-story Justice & Law Enforcement Center located at 1038 Buckeye Road, Minden, Nevada. The new two-story facility centralized the expanding Douglas County Courts functions, District Attorney, Constable, and Sheriff's Offices. The JLEC provides approximately 48,380 square feet in its two stories.

In 1982, the County constructed a new jail of approximately 18,000 square feet and directly attached it to the JLEC to consolidate operations. Since its dedication in 1981, the JLEC has undergone a number of renovations. Modifications have primarily occurred to accommodate new programs such as Juvenile Probation and Alternative Sentencing, and to incorporate new technology within the Courts, Sheriff's Department, and District Attorney's Office. Spaces that were originally designed to be open daylight lobbies or Sheriff Department exercise areas have been converted to additional storage rooms, small offices, copy areas, and security scanners.

In 2011, the jail facility was expanded by 35,000 sq. ft. to include additional housing units bringing the jail total to 100,500/ s.f. Also, in 2011, an addition was made that included a new

jail kitchen structure. The most recent facility addition in 2017 provided an emergency generator for the facility.

Currently, the JLEC houses the Sheriff's Department (including the jail and former Constable functions), Alternative Sentencing, Building Security, two District Courtrooms, one East Fork Justice Courtroom, the District Attorney, Juvenile Probation, and Court Administration. The building was designed to meet needs for 20 years. Now, 40 years later, it has exceeded its design capacity, is inadequate to meet the existing needs of these services and will be unable to accommodate growth in the future. The following represents the immediate deficiencies of all agencies in the JLEC building:

- The District Attorney's Office has inadequate office space on-site for its support and professional staff and inadequate conference areas for conferences, meetings, witness preparation, and victim support and preparation.
- There is no secure access to the facility for judicial officers.
- There is no separation for victims and perpetrators of criminal offenses. There are no private meeting spaces for attorneys and clients. The courtrooms, hallways, and clerk's offices are overcrowded.
- The Sheriff's Department has inadequate space for the patrol, administration, records, and investigations divisions. The street enforcement team is off-site. The Investigations Division does not have adequate working space or interview facilities.
- The Alternative Sentencing Department does not have a secure waiting area, adequate space, or adequate separation between offices and laboratory facilities.
- Building security has a design bottleneck at the entrance to the facility.
- The Constable's Office, administered by the Sheriff’s Department, has minimal, inadequate office space.
- An additional courtroom and space for associated support staff is needed. This facility would provide room for an additional Justice of the Peace or for support staffing by the Tahoe Justice of the Peace. It would also provide space for specialty courts, child support enforcement, and other quasi-judicial and administrative proceedings.

III. BACKGROUND AND HISTORY OF THE PROJECT

An assessment for the future needs of the entire facility was undertaken to evaluate expansion on the existing JLEC site, if possible. In the Fall of 2014, the professional services of TSK Architects were engaged, as the firm’s past and current projects involve the same type of facilities. Douglas County contracted with TSK in November 2014 for phase one of the studies, a needs assessment. As a part of that process, interviews with departments were held in December 2014.

At a November 19, 2015, work session, a presentation was provided to the Board including the status of the assessment and the preliminary findings. The assessment recommended phased renovations and expansion of the JLEC complex. At that meeting, the Board provided direction to staff to work with the Justice of the Peace, Tom Perkins, and others of the Law Enforcement community to further develop a plan and explore funding alternatives for the project.

In 2016, a second phase of the TSK study was initiated to identify additional opportunities within the current JLEC site to expand court and public safety operations. The study determined the size of the facility needed at specific Douglas County population milestones: 55,000, 65,000, and 75,000. It was noted that with strategically planned on-site additions, a new multilevel parking structure of approximately 220 spaces with an adjacent 3-story public safety building could accommodate a number of departments and allow the existing JLEC building to be renovated to include additional court space, expanded court services, and renovated District Attorney Criminal and Civil Divisions. TSK continued its work to determine the current and future square footage needs for the building at different population and caseload levels and developed site recommendations to meet projected needs.

On March 2, 2017, an update was provided to the Board regarding the needs assessment and a rough conceptual layout and cost estimate to expand and remodel JLEC was presented to the Board at the December 7, 2017, meeting. The cost estimate for this rough conceptual design was $31.6 million at that time. The Board requested further information on possible funding options for the project prior to proceeding with a more detailed 10% design.

Funding options for the project were presented to the Board on January 4, 2018, and direction was provided to staff at that time to place an advisory question on the General Election ballot in November 2018 asking the public whether to impose a quarter-cent sales tax to fund the Judicial & Law Enforcement Center expansion project.

On March 1, 2018, staff provided a presentation to the Board regarding alternative options to address building deficiencies and space constraints at the JLEC and discussed the status of a possible advisory ballot question regarding the funding of the JLEC expansion project. Based on the presentation, the Board withdrew its previous direction to initiate the ballot question process and instructed the County Manager to work with staff to bring forward “practical alternatives to the situation.”

On November 15, 2018, the Board approved a lease for professional office space between Douglas County and Peapeg, LLC, at an initial rate of $2,175 per month for five years, for the District Attorney's Office Civil Division.

On April 18, 2019, the Board heard a presentation regarding the possibility of leasing the Wool Building and relocating the Sheriff’s Department into the leased space for ten years. It was believed the additional time would allow staff to phase in the construction contemplated by the JLEC Expansion Project. The estimated cost to pursue the Wool Building Option was between approximately $4 million and $5 million in lease payments and tenant improvements that would not be recovered by the County once the lease term expired. It was estimated pursuing the Wool Building Option would increase the cost of the project by approximately 15% from $32 million to $36 million or $37 million. The Board continued the discussion to May 16, 2019. The Chief Civil Deputy District Attorney, Doug Ritchie, indicated he would bring back a lease agreement to that meeting for consideration and he continued to work with legal counsel for the property owner. However, prior to the May 16, 2019, Board meeting, the property owner indicated he was no longer interested in pursuing a lease agreement with the County.

On October 17, 2019, staff brought forward a request to approve a $259,300 contract with TSK Architects for a 10% design and cost estimate for the proposed Judicial Law Enforcement Center Expansion, Remodel, and Parking Structure Improvements project. The 10% percent design would provide sufficient details to ensure project success and provide the public and the County Commissioners with a better idea of the scope of the project. Additionally, the cost estimate based on this more detailed design would provide the County with a more accurate assessment of the probable cost.

In 2020, the 10% design was produced by TSK Architects which included renovating the existing square footage of approximately 40,000 sq. ft, adding new construction for an additional 46,000 sq. ft, plus a parking garage to compensate for the loss of existing parking. The total cost estimate at that time was $47,351,986.

Based on his experience with the State Public Works Board, County Manager Patrick Cates expressed concern about the cost of constructing a parking garage, as well as ongoing disruption to operations during construction. Mr. Cates noted conducting business, including court hearings, in the same facility while construction was underway would likely drive costs higher than estimated. Working with the stakeholders, an alternative plan was proposed to secure land offsite and construct a separate judicial building. It was proposed the County would subsequently renovate the existing JLEC for use by the Sheriff and other related programs. The cost estimate for the construction of the new Justice Center was estimated to be $41,484,541 in July 2021. The purchase of land was estimated at $5 million. The cost estimate for renovating the current judicial building was estimated to be between $3 and $4 million at that time.

An added benefit of purchasing the land was that it could also be used for future County facilities to meet the evolving needs of the organization. When the alternative option was presented to the Board in 2021, the Board approved the new project, added it to the County Capital Improvement Plan, and budgeted funds for the purchase of land as a part of the Fiscal Year 2021-22 Adopted budget.

On May 19, 2022, the Board received an overview of the history of the plans to remodel the existing JLEC building to meet the needs of the judicial branch and associated executive branch offices versus the current alternative plan to construct a separate Justice Center and subsequent renovation of the existing JLEC for the Sheriff's Department and other executive branch offices (agenda item 5). At that meeting, Mr. Cates again reiterated to the Board his concerns regarding the cost of a remodel vs. building on the new site and reminded the Board why the purchase of land was preferable. Mr. Cates advised the Board the 10% design created in 2020 was $47.3 million and the alternate preliminary design to construct on a new site using the same design parameters used in 2021 was approximately $41.5 million or an estimated savings of nearly six million dollars.

The Board subsequently approved the purchase of 57 acres located on the north side of Buckeye Road east of the Minden Town Maintenance Facility, Assessor’s Parcel Number 1320- 28-000-033, for the purpose of constructing a new Justice Center and future County facilities for $5 million on May 19, 2022 (agenda item 6).

Also, on May 19, 2022 (agenda item 8), the Board received a presentation on potential financing options for the construction of the Justice Center by CFO Terri Willoughby and Holman Capital. Although no action was taken at the time, staff made it clear to the Board that this was one of many funding options that could be considered by the Board. The intent of the agenda item was to present an option and to provide the County Commissioners with a status update regarding rising construction costs and interest rates impacting potential funding options for the project.

On November 3, 2022, the Board adopted Resolution 2022R-110 to allow the reimbursement of Douglas County expenditures incurred for the Judicial Center Project from the proceeds of any future tax-exempt financing issued for the project. By adopting Resolution 2022R-110, Douglas County indicated it expected to incur certain initial costs related to the Judicial Center Project, including architect design costs and Construction Manager-at-Risk (CMAR) pre-construction services costs, among possible other related expenses, *prior* to the issuance of tax-exempt financing for the Judicial Center Project. For the County to recoup these initial costs from the proceeds of any future tax-exempt financing issuance, applicable law requires that the Board of County Commissioners adopt a resolution stating its intention to do so. Resolution 2022R-110 memorialized Douglas County's intention to recoup these initial Judicial Center Project costs from any future tax-exempt financing issued to construct the Judicial Center.

On April 20, 2023, the Board approved a $145,000 Construction Manager-at-Risk (CMAR) contract with CORE Construction for Pre-Construction Services for the Douglas County Courthouse Project. The County selected the CMAR method for the project because this method is collaborative in nature and brings the designer (Tate Snyder Kimsey Architects), the potential builder, and the owner (Douglas County) together to find the best value approach to meet the project objectives. The County advertised a Request for Proposals in accordance with NRS 338.1685, *et. seq.* beginning in December 2022. Two proposals were received, one from CORE Construction, and one from Plenium Builders. The CMAR contractors were evaluated on five criteria: staff qualifications, project experience, project management and quality control, compensation, and eligibility based on State Contractors Board certification. Both companies were exceptional and had delivered projects via the CMAR delivery method locally, regionally, and nationally. Ultimately, the five-person interview panel recommended awarding a contract for Pre-Construction Services to CORE Construction for the Douglas County Courthouse Project. CORE Construction had successfully assisted the County with the construction of the Douglas County Community & Senior Center.

Once the CMAR contract was awarded, CORE Construction quickly went to work with TSK to meet with project stakeholders to further refine the 10% design. The team knew they would need to address many of the challenges facing the project since the last design was put together in 2020/2021.

On July 20, 2023, the Board received a presentation including a discussion of the proposed financing plan, procedure, and timeline for the Douglas County Judicial Center project. Immediately following the presentation, the Board adopted Resolution 2023R-071, a resolution concerning the financing of a building project for Douglas County; directing the Clerk-Treasurer to notify the Douglas County Debt Management Commission of the County's proposal to issue general obligations therefore; providing certain details in connection therewith; and providing

the effective date hereof relating to the Judicial Center project. The anticipated amount of the proposed general obligation bonds portion of the Judicial Center financing was up to $43,300,000.

On August 23, 2023, the Debt Management Commission was advised the Douglas County Board of Commissioners adopted Resolution 2023R-071 to initiate the statutorily mandated process to issue the bonds. The Debt Management Commission was obligated to consider the proposed bond issuance for approval based upon the specific criteria stated in Nevada Revised Statutes (NRS) 350.015. The Commission was provided a memorandum entitled "Financial Information Presented to the Debt Management Commission of Douglas County, Nevada" in support of the proposed bond issuance that discussed the criteria stated in NRS 350.015 and information relevant thereto. Approval of the proposed bond issuance by adoption of Resolution 2023R-080 required a 2/3 affirmative vote of the five members of the Debt Management Commission. Three members of the Debt Management Commission declined to adopt the Resolution citing concerns about the overall cost of the Justice Center project and the proposed method of financing.

On September 21, 2023, the Board approved an engagement letter with JNA Consulting Group to provide financial advisor services for the future financing of the Justice Center project and authorized the County Manager to sign the engagement letter on behalf of Douglas County. JNA Consulting Group, LLC has served as the County's financial advisor for many years and over various financing transactions, including the successful Community Center financing and several utility financings. The services to be provided include: development of a funding model; preparation of an amortization schedule for both the medium-term and Consolidated Tax bond issuances; preparation and presentation of financial information to the Debt Management Commission; preparation of a document for Department of Taxation approval; preparation of an issuance schedule and oversight of the issuance process; development of the various terms and conditions of the financings; assistance in developing various financing documents; development of rating presentation and assistance with acquiring a bond rating; assistance in the bond pricing process; preparation of final numbers; preparation of closing instructions and attendance at meetings of staff and the Board of County Commission, as requested.

On November 2, 2023 the Board received a presentation regarding the Douglas County Judicial Law Enforcement Center (JLEC) and the Douglas County Justice Center project. The presentation included a discussion of the history of the Justice Center project, the current space and operational deficiencies of the JLEC building and the justification for the Justice Center, an overview and status of the Design and Construction Manager At Risk (CMAR) process, the approximate budget and current expenses related to the project, as well as an overview of the financing options available to the County for funding. Immediately following that presentation, the Board adopted Resolution 2023R-106, a resolution concerning the financing of a building project for Douglas County; directing the Clerk-Treasurer to notify the Douglas County Debt Management Commission of the County's proposal to issue general obligations therefore; providing certain details in connection therewith; and providing the effective date hereof, relating to the Justice Center construction project. The anticipated amount of the proposed general obligation bonds portion of the Justice Center financing was up to $37,000,000.

On December 13, 2023, the Debt Management Commission again met and unanimously voted to adopt Resolution 2023R-107, a Resolution concerning the submission to the Douglas County Debt Management Commission by Douglas County of a Proposal to Issue General Obligation Limited Tax (Additionally Secured by Pledged Revenues) Bonds to finance a building project for the County, approving the issuance of such general obligation bonds, and approving certain details in connection therewith; related to the Douglas County Justice Center construction project based on the staff analysis and recommendation.

On December 21, 2023, the Board of County Commissioners adopted Resolution 2023R-122, a Resolution of Intent Proposing the Issuance of and Authorizing the Publication Of Notices Relating To General Obligation Limited Tax (Additionally Secured By Pledged Revenues) Bonds For the Purpose of Financing A Building Project; Providing the Manner, Form and Contents of the Notices; Authorizing the County Chief Financial Officer to Arrange For The Sale of The Bonds; Providing Other Matters Properly Related Thereto; and Providing The Effective Date Hereof; related to the Douglas County Justice Center construction project. The public was advised the anticipated amount of the proposed general obligation bonds portion of the Justice Center financing was up to $37,000,000.

Adoption of the Resolution 2023R-122 continued the legal process for Douglas County to issue up to $37,000,000 in general obligation revenue-supported bonds for the Justice Center construction project. If issued by Douglas County pursuant to a subsequent Bond Ordinance, the proposed $37,000,000 bond issuance would constitute a general obligation debt of Douglas County anticipated to be paid from pledged revenues derived from 15 percent of Douglas County's annual Consolidated Tax receipts. The Resolution directed public notification of Douglas County's intent to issue the proposed bonds and provided notice that the Board would hold a public hearing on February 1, 2024 public hearing on the proposed bond issuance. The Resolution further stated that the bonds shall be issued by subsequent ordinance(s) adopted by the Commission unless a Petition requesting an election on the bond proposal that complies with the requirements of NRS 350.020 is presented to the Board by 5:00 p.m. on March 26, 2024.

Additionally, On December 21, 2023, the Board of County Commissioners held a public hearing on Douglas County's intention to act upon Resolution 2023R-123 authorizing the issuance of medium-term obligations of Douglas County, in an aggregate principal amount not to exceed $14,000,000, in order to finance all or a portion of the cost of a Justice Center for Douglas County. Immediately following the hearing, the Board adopted Resolution 2023R-123, a Resolution Authorizing Medium-Term Obligations of the County to Finance All or a Portion of the Cost of a Justice Center for the County; Directing the Officers of the County to Forward Materials to the Department of Taxation of the State of Nevada; and Providing Certain Details in Connection Therewith. The anticipated amount of the proposed medium-term obligation portion of the Justice Center financing was up to $14,000,000.

On February 1, 2024, the Board held a public meeting on the Justice Center Project general obligation bonds (additionally secured by pledged revenues) proposal: Shall the Board of County Commissioners of Douglas County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County’s general obligation bonds (additionally secured by pledged

revenues), in one series or more, in the aggregate principal amount of not exceeding $37,000,000 for the purpose of financing, wholly or in part, the acquisition, construction, improvement and equipment of a Building Project as defined in NRS 244A.019, the bonds to mature not later than thirty (30) years from the date or respective dates of the bonds, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium? This was a legally required public hearing on the proposed general obligation bonds (additionally secured by pledged revenues) issuance. The Board read the agenda item, opened the public hearing for public comment, took all relevant public comments, closed the public hearing and public comment period, and concluded the agenda item.

This public hearing was again a continuation of the legal process for Douglas County to issue up to $37,000,000 in general obligation revenue-supported bonds for the Justice Center project. If issued by Douglas County pursuant to a subsequent bond ordinance, the proposed $37,000,000 bond issuance would constitute a general obligation debt of Douglas County anticipated to be paid from pledged revenues derived from 15 percent of Douglas County's annual Consolidated Tax receipts.

IV. CURRENT AND FUTURE COST ESTIMATES

With the Court and Public Safety Operation building requirements of 50,000 square feet in 2020/2021, the cost estimate for construction of a new building on the Buckeye parcel was estimated to be approximately $41.5 million. Without modifications to the design to account for changes in building codes, legal requirements, and department operations, the rising costs of construction since 2021 resulted in a cost increase of nearly $10 million. This significant increase in projected cost can be attributed to:

- Increase in building material prices. This is due to several factors, including tariffs on imported goods and the impact of COVID-19 on global supply chains.
- Inflation due to an increased money supply chasing the same productivity and output which has resulted in some of the highest inflation in 40 years.
- Rising cost of labor as workers demand higher wages in response to the increased cost of living and lack of skilled laborers in the workforce.

The pandemic adversely impacted the construction industry and as a result, the industry as a whole is still experiencing significant challenges. In the short term, many building projects were delayed by the pandemic and are back on track, but that delay caused a major reduction in human capital and significant delays across the board.

This in turn means that the Justice Center project is projected to have a significant increase in cost from the initial cost estimates as a result of three years of delays. Furthermore, the cost of construction materials normally increases annually due to inflation (an issue that contractors faced even prior to the pandemic). However, the inflation that accompanied the pandemic has

been significantly different and has largely impacted construction costs on a much bigger scale. The U.S. construction industry is heavily dependent on foreign construction materials such as steel and stone. Because COVID-19 is a global pandemic, it caused closures and delays at international factories that produce these materials. These impacts on both materials and labor will continue to drive costs for the foreseeable future.

The Construction delivery method that Douglas County has selected and the selection of CORE Construction for preconstruction services utilizing the Construction Manager at Risk (CMAR) program has positioned Douglas County to capture as much cost savings and implement innovative construction techniques to reduce cost impacts. Because we are not bound by a standard set of plans and specifications Douglas County has been able to modify its building program to respond to the changing needs of the County and evolving market conditions.

It is important to remember that throughout the process Douglas County has based its estimate on a high-level analysis and based cost on the following parameters: 4.5- acre site development, 50,000 gross square foot 2-story building, and a 20-month construction duration. These projected costs are based on these high-level estimations and conceptual drawings and are not intended to be taken as final contract values. Industry-standard ranges for accuracy of this level of analysis is between <10%> and +15%.

Considering the updated requirements and based on the operational needs of each affected department the cost of constructing the new Justice Center is now estimated to be approximately $50 million. Each year the project is delayed and if economic conditions stay the same it is anticipated to cost Douglas County an additional $3 million or approximately 6% annually based on estimated construction projections prepared by CORE Construction.

If we compare the previously proposed remodel of the existing Judicial Center building and new parking structure which was estimated to cost $47,351,986 in 2020 and if we apply the same escalation percentages that we've experienced with the proposed new building on Buckeye, it is estimated that those costs would be greater than $60 million in today's dollars by comparison.

V. PROJECT BUDGET AND SUMMARY OF CURRENT EXPENSES

The current project budget for the Justice Center totals $5,658,195 with outstanding encumbrances (contractual obligations for Design and Construction Manager-at-Risk) of $3,309,528 and total actual costs of $586,280. This leaves a current available budget of $1,762,387.

Additionally, funding for the purchase of the Buckeye Land Parcel ($5,007,758) was budgeted and paid during Fiscal Year 2022-22 with the purchase finalized on July 1, 2022.

The remaining portions of the project have been divided into two phases. If approved, phase one, Guaranteed Maximum Price #1 (GMP #1), will allow the construction team to preorder electrical and low voltage systems for the building, in addition to widening Buckeye Road, preparing the site, installing utilities, and constructing the Central Utility Building which will have the added benefit as serving as the onsite construction office to manage the project. Once complete the County will proceed with GMP #2, encompassing the construction of the final building.

The cost of construction of phase two of the project, the actual construction of the Justice Center building (GMP #2), is not currently budgeted and will be appropriated at the time of final bond issuance. The current proposed budget for this portion of the project is $51 million.

Item 3 on the agenda today, requests the board consider allocating funding for GMP #1 to the project. The funding is proposed to come from a combination of the unspent available budget of $1,762,387, $2,715,813 County Capital Funds that were formerly unallocated ARPA funds, and $400,000 of Regional Transportation Funds to assist with the widening of Buckeye Road near the entrance to the future facility, and $1,908,185 in Ad Valorem Capital Project funds committed as part of the Fiscal Year 2024/25 budget process.

Once the funding is appropriated to the project the county may consider proceeding with approving a CMAR contract with CORE Construction for the Justice Center GMP #1 in an amount not to exceed $6,595,033 (Agenda Item 4) and approve a professional services contract with Construction Materials Engineers, Inc. for material testing for the project, in an amount not-to-exceed $69,820, (Agenda Item 5). The combined total cost for GMP #1 will not exceed $6,664,853.

VI. FINANCING OPTIONS AND NEXT STEPS

As allowed in NRS Chapter 244A, the County may borrow money to acquire, construct, improve, equip, operate, and maintain public facilities and improvements. Funding options that have been considered by staff in consultation with JNA consulting will be presented to the Board for discussion. These options include:

General Obligation Bonds

NRS 350.0045 "General obligation debt" defined. "General obligation debt" means debt that is legally payable from general revenues, as a primary or secondary source of repayment, and is backed by the full faith and credit of a governmental entity, and if the governmental entity is authorized to levy taxes, by those taxes. The term includes, without limitation, debt represented by local government securities issued pursuant to this chapter and installment-purchase agreements described in subsection 1 of NRS 350.0055. The term does not include, without limitation:

1. Installment-purchase agreements described in subsection 2 of NRS 350.0055;
2. Special obligations; and
3. Obligations with a term of less than 1 year that are payable in full from money appropriated for the same fiscal year in which the obligations are incurred.

(Added to NRS by 2001, 2303)

General Obligation - Property Tax Paid

- Bonds are secured by the full faith and credit of the County.
- Must be approved by the County, Debt Management Commission and voters.
- The next available election is November 2024 unless an emergency exists.
- Repaid from the revenues of a specific property tax levy.
- The tax rate must fit within $3.64 overlapping tax rate limit.
- Term limited to 30 years.
- Provides the lowest rate of interest compared to other options.

- Election is a year away, causing project delays and increases in costs.
- The County is at $3.64 cap, so no additional tax rate is available. The County would need to redirect the existing operating rate to a debt rate.

General Obligation – Revenue Supported

- Bonds are secured by the full faith and credit of the County and Pledged Revenues.
    - Finding must be made that pledged revenues will be sufficient to pay debt service.
    - Covenant to maintain Pledged Revenues at a level sufficient to pay debt service.
    - If Pledged Revenues are insufficient a tax rate can be levied to repay the bonds
    - Tax rate can be exempt from abatement but not the $3.64 cap.
- Bonds must be approved by the County Commission and Debt Management Commission.
- Revenue sources that could be pledged:
    - 15% of C-Tax
    - Court Fees
    - ¼% Sales Tax (377B)
- Term limited to 30 years.
- Provides the lowest rate of interest compared to other options.
- Coupled with Medium Term-General Obligations provide the least expensive option for financing.

Revenue Bonds

- Bonds are secured solely by the Pledged Revenues.
- Debt Service Coverage (1.25x's, 1.50x's or higher) is required.
- Depending on the stability of the pledged revenue a reserve fund may be required.
- Bonds are approved by the County Commission.
- Revenue sources that could be pledged:
    - 15% of C-Tax
    - Court Fees
    - ¼% Sales Tax (377B)
- Term limited to 40 years.
- Interest rate is typically higher than GO-backed bonds.
- Due to coverage requirements, the same amount of revenue generates less proceeds for the project.
- Higher interest rate decreases available funding.

Medium Term Obligations

NRS 350.007 "Medium-term obligation" defined. "Medium-term obligation" means an obligation to repay borrowed money evidenced by a note or bond which is authorized to be issued pursuant to NRS 350.087 to 350.095, inclusive, and which has a term of 10 years or less. The term does not include an obligation which has a term of less

than 1 year and which is payable in full from money appropriated for the same fiscal year that the obligation is incurred.

(Added to NRS by 2001, 2304)

Medium Term Obligation-General Obligation

- Medium Term Obligations ("MTO") can be issued as General Obligations.
  - Secured by the full faith and credit of the County and payable from all legally available funds.
    - No ability to levy specific tax rates other than the County's operating rate.
    - Repayment term is limited to 10 years.
    - Provides the lowest rate of interest compared to other options.
- Bonds must be approved by the County Commission and Department of Taxation.
- Potential repayment sources (not pledged to MTO):
  - The County's share of the $.05 Capital Projects Tax.
  - CPT Revenues are not currently used to support any bond issue.
  - Other available resources as determined by the County.
- When combined with General Obligation-revenue-supported bonds, provide the least expensive options for project financing.

Medium Term Obligation-Lease

NRS 350.0055 "Installment-purchase agreement" defined. "Installment-purchase agreement" means an agreement for the purchase of real or personal property by installment or lease or another transaction that is described in NRS 350.800 which:

1. Is required to be counted against any limit upon the debt of a local government pursuant to subsection 1 of NRS 350.800; or
2. Is not required to be counted against any limit upon the debt of a local government and:

(a) Exceeds $100,000 for a local government in a county whose population is 100,000 or more; or

(b) Exceeds $50,000 for a local government in a county whose population is less than 100,000.

➥ The term "installment-purchase agreement" does not include an obligation to pay rent pursuant to a lease which contains no option or right to purchase or which contains only an option or right to purchase the property without any credit towards the purchase price for lease or rental payments.

(Added to NRS by 2001, 2303)

- The "Lease" form of a Medium-Term Obligation is referred to as an Installment Purchase Agreement (NRS 350.091)
- Certificates of Participation ("COPS") are a form of this financing type.
- The lease is secured by a lien on the property securing the financing.
- Lease approved by County Commission, Taxation, and if the term is longer than 10 years, the Debt Management Commission.
- Financing documents allow for non-appropriation of payment.
- Term limited to 30 years.
- Interest rate higher than GO-backed bonds.
- Potential repayment sources (not *pledged* to MTO)
  - County's share of the $.05 Capital Projects Tax.

    - CPT Revenues are not currently used to support any bond issue.
    - Other available resources as determined by the County.
- A higher interest rate decreases the amount of proceeds available for the project.

Other Financing Options

Public Private Partnership (P3)

- Private entity builds facility and leases it to County.
- Typically involves private financing which has a higher rate than tax-exempt financing.
- If structured to be financed tax-exempt, done as a lease/COP with similar interest rates.
- Question of if property taxes are due.
- Potential loss of direct control of the asset.
- Need strong contracts to ensure roles and responsibilities are clear.

Rent/Lease Private Building

- County rents/leases space in a private building.
- Rental agreement determined by mutual consent.
- Property taxes are likely due in this scenario, increasing the cost.

Based on the prior direction of the Board of County Commissioners, as summarized in the History and Background section (III) of this document, the proposed financing includes the issuance of up to $37,000,000 in general obligation debt payable from 15% of Douglas County's annual consolidated tax receipts, coupled with the issuance of up to $14,000,000 in medium term obligations anticipated to be repaid from legally available funds of Douglas County, including, without limitation, monies in Douglas County's Ad Valorem Capital Projects Fund in the estimated annual amount of $1,770,625 for a period of not more than 10 years. The total proposed debt for the Justice Center project is $51,000,000.

Although there are many ways to finance the construction of the Justice Center, the issuance of general obligation bonds will result in the lowest financing costs, and it is recommended that the County proceed with securing funding as soon as possible. The County has used this financing method previously for the construction of the Community & Senior Center.

The period to file a petition requesting an election on the bond proposal that complies with the requirements of NRS 350.020 expired at 5:00 p.m. on March 26, 2024. No petition was received. The Board may now proceed with the issuance of the general obligation and medium-term obligation debt pursuant to a bond ordinance when appropriate.

The County’s general obligation bonds will be secured by a pledge of the revenues derived from fifteen (15) percent of the proceeds from the various consolidated taxes received by the County (liquor, tobacco, real property transfer, government services, and basic and supplemental sales taxes). The general revenues of the County will also be used to ensure repayment of the bonds, which will lower the County’s borrowing costs.

Since July 2023, when the Board adopted Resolution 2023R-071 initiating the financing process, interest rates have increased, and the County's bonding capacity has decreased. Simply stated, as time passes the cost to construct and finance the Justice Center increases which requires compromises and cuts in the design and construction of the future Justice Center. At the time of the actual debt issuance, if revenue derived from the proceeds from the various consolidated taxes received by the County is lower than expected and/or interest rates are higher than expected, the total principal amount of the debt will be likely less than $51 million; however, in no event will the amount financed exceed $51 million for the construction of the building.

VII. NEXT STEPS

Immediately following this informational presentation, the Board will be asked to consider taking action on five agenda items:

Administrative Agenda Item 3- authorize a transfer of approximately $2.7 million in county capital funds that were formerly unallocated ARPA funds to the Justice Center project for GMP#1.

Administrative Agenda Item 4- approve a $6,595,033 Construction Manager at Risk (CMAR) contract with CORE Construction for the Justice Center GMP #1 and authorize the County Manager to execute any required documents. If approved, work on GMP #1 will begin in August and will be completed this fall.

Administrative Agenda Item 5- approve a professional services contract with Construction Materials Engineers, Inc. for material testing for the Justice Center GMP #1, in an amount not to exceed $69,820, and authorize the County Manager to execute the contract.

Administrative Agenda Item 6- approve Exterior Elevation Design Option One for the new Douglas County Justice Center. Once an exterior elevation is selected, staff will work with TSK Architects to refine the preferred design option based on Board direction and submit it for final design review by the Minden Town Board.

Administrative Agenda Item 7- approve the conceptual floor plan for the new Douglas County Justice Center.

Later this year (tentatively scheduled for December 2024) county staff will introduce the bond ordinances required for General Obligation/C-Tax Revenue Bonds and Medium-Term Obligation bonds for possible adoption.

If the ordinances are adopted, in the late spring of 2025 (fourth quarter of fiscal year 2024/25), the General Obligation/C-Tax Revenue Bonds and Medium-Term Obligation bonds will be sold/issued. Construction of the Justice Center building (GMP #2) is tentatively scheduled to commence in the fall of 2025 (first quarter of fiscal year 2025/26) and will be completed by the summer of 2026.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to authorize the transfer of $2,715,813 Douglas County Capital Funds that were formerly unallocated American Rescue Plan Act (ARPA) funds to the Justice Center Project to fund work in Fiscal Year 2024-25 to prepare the construction site. (Kathy Lewis)

RECOMMENDED MOTION:
Authorize the transfer of $2,715,813 Douglas County Capital Funds that were formerly unallocated ARPA funds to the Justice Center Project to fund work in Fiscal Year 2024-25 to prepare the construction site.

FINANCIAL IMPACT:
The funds proposed to be transferred are previously uncommitted funds. If approved these funds will be allocated to the Justice Center project to fund site preparation work to be completed in Fiscal Year 2024/25.

BACKGROUND:
At the March 29, 2024, Board of County Commissioners meeting (Item 2), the Board designated the total unspent American Rescue Plan Act (ARPA) funding received by Douglas County to be used to replace lost Douglas County revenue utilizing the standard allowance method under United States Treasury Rules for ARPA funding. On June 20, 2024, the Board authorized a transfer of $6,412,949 of unspent funds from Fund 218 (American Recovery Plan Act) to Fund 101 (General Fund) to be appropriated using the standard allowance method permitted by the United States Treasury. Thereafter, the same funds were transferred to Fund 410 (County Construction) to continue funding authorized projects and allow for continued tracking while properly accounting for the lost revenue. The transfer included funds that had not been committed in the amount of $2,715,813.

County Staff recommends moving forward this fiscal year to award a contract for work on the Justice Center site to prepare for construction to begin in 2025 (Agenda Items 4 and 5). Staff proposes to use

$2,715,813 of uncommitted County Construction funds to help fund the Justice Center site work.

ATTACHMENTS:

AGENDA ITEM NO. 4.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve a $6,595,033 Construction Manager at Risk (CMAR) contract with CORE Construction for the Justice Center Guaranteed Maximum Price (GMP) #1, and authorize the County Manager to execute any required documents. (Scott McCullough)

RECOMMENDED MOTION:
Approve a $6,595,033 CMAR contract with CORE Construction for the Justice Center Guaranteed Maximum Price #1, and authorize the County Manager to execute any required documents.

FINANCIAL IMPACT:
The services rendered are required for contract compliance with the plans and specifications. The amount of $6,595,033 is appropriate for this scope of work. Funding is available in the Justice Center Project (20B06) in the Fund 410-751.562.000, which includes:

- $1,762,387 already committed but not obligated
- $400,000 from the RTC fund to assist with the widening of Buckeye Road
- $2,715,813 uncommitted funds from Capital Project Fund (formally ARPA)
- $1,908,185 budgeted funds from Ad Val Capital Projects Fund in Fiscal Year 2024-25

BACKGROUND:
The Justice Center Project will be delivered in two phases. The first phase is currently proposed GMP #1 that includes the widening of Buckeye Road, initial site work, utilities, and construction of the Central Utility Building for the project. The second phase is for the construction of the Justice Center, which will completed under a subsequent GMP #2 that will be presented to the County Commission for approval in 2025.

If approved by the County Commissioners, construction of GMP #1 will commence in August 2024. Starting GMP #1 now benefits Douglas County for the following reasons: 1) It allows for current site development while the Justice Center design is being finalized for GMP #2 in 2025. 2) It allows Douglas County to procure long lead-time items without delaying the Justice Center construction

schedule. This includes necessary electrical main switch board equipment which currently has an estimated lead-time of between 18-24 months. GMP #1 allows this equipment to be procured and installed well before it is needed and may delay the overall Justice Center project. 3) It allows the initial work to bid in favorable bidding conditions. Regional work has slowed and bidder turnout was excellent for GMP #1. 4) Delivering the project as fast as possible reduces possible future cost escalation in the market for labor, material, and services.

ATTACHMENTS:

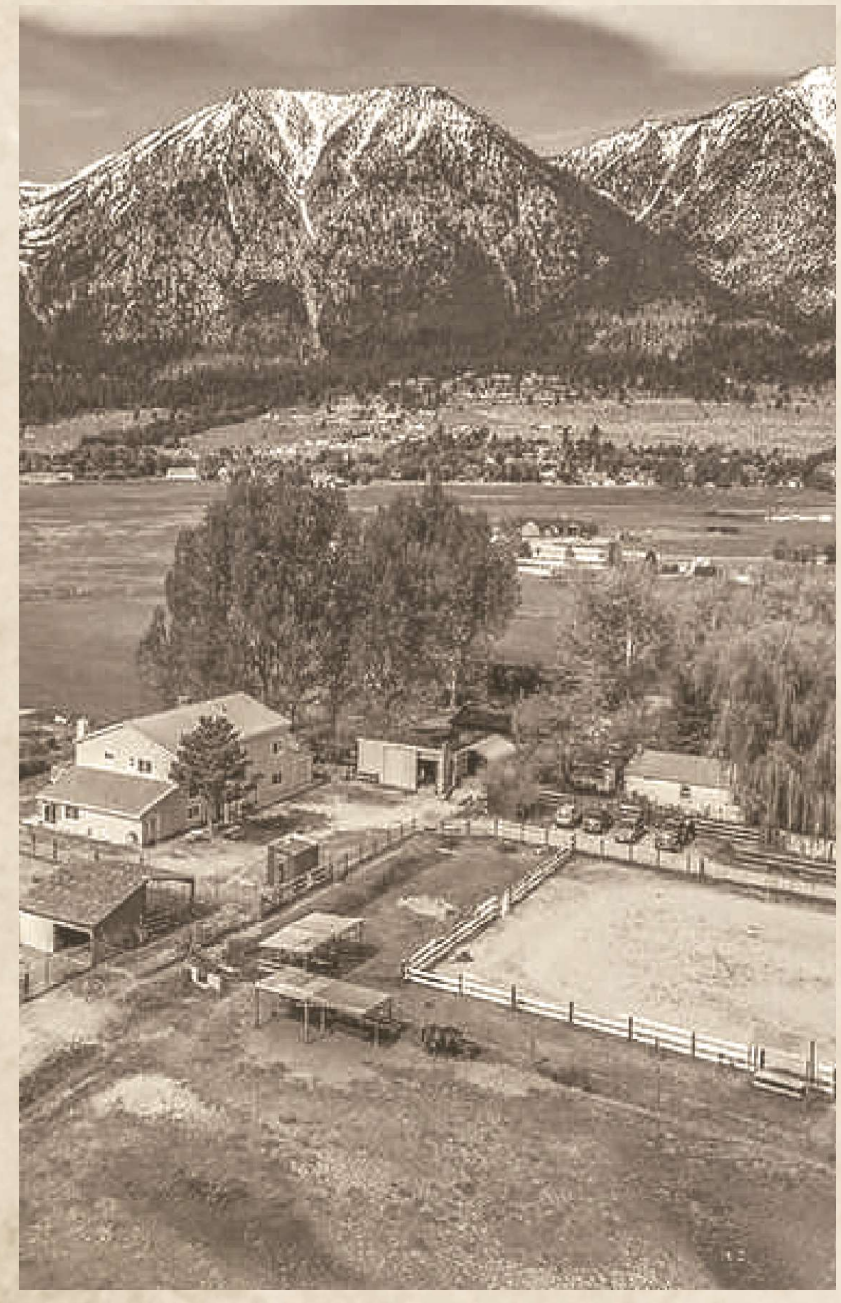
GMP 1 Douglas County Justice Center.pdf
GMP__1_with_Offsite_Breakout.pdf
7 Construction - Cover.doc
8 Construction - Index.doc
9_Construction_-_Contract_v2.doc
10 Construction - Exhibit A General Conditions_clean.doc
11 Construction - Exhibit B Compensation Conditions.doc
12 Construction - Exhibit C Addendum.docx

RECORD=COURIER est. 1904

DOUGLAS COUNTY JUSTICE CENTER

GUARANTEED MAXIMUM PRICE #1

July 18, 2024



Aerial view of Carson Valley

WHATS INSIDE:

1.
GUARANTEED MAXIMUM PRICE (GMP)

2.
BASIS OF GMP

3.
ENUMERATION OF DOCUMENTS (EOD)

4.
PRELIMINARY CONSTRUCTION SCHEDULE

5.
1% SUBCONTRACTOR LISTING

CORE Construction
5330 Reno Corporate Dr.
Reno, NV 89511

RECORD=COURIER est. 1904

1. GUARANTEED MAXIMUM PRICE (GMP)



1863

Original Courthouse built in Genoa.

Douglas County Justice Center

Minden, NV

Guaranteed Maximum Price - GMP #1

July 18, 2024

#	Description		Base Price
	GENERAL		**$232,208**
GEN1	Temporary Site Construction Requirements		$171,888
GEN3	Waste Management & Cleaning Requirements		$60,320
	SITE WORK (ROUGH)		**$2,168,900**
7	Survey & Staking		$57,875
8	Site Clearing, Earthwork, Utilities, & AC Paving		$2,061,518
12	Storm Water Management		$49,507
	SITE WORK (FINISH)		**$18,492**
23	Fencing & Gates		$18,492
	STRUCTURE		**$531,724**
30	Concrete		$225,424
31	Masonry		$179,400
33	Steel		$104,128
36	Rough Carpentry		$22,772
	ENCLOSURE		**$261,974**
40	Architectural Caulking & Sealants		$8,300
46	Metal Roof & Wall Panels		$237,689
54	Overhead Coiling Doors		$15,985
	INTERIOR FINISHES		**$113,581**
56	Doors, Frames, & Hardware		$31,720
60	Framing & Sheathing		$67,297
61	Painting & Coatings		$5,340
67	Concrete Finishing		$7,182
70	Final Clean Requirements		$2,042
	MEP SYSTEMS		**$2,156,965**
103	Electrical & Low Voltage Systems		$2,156,965
	Subtotal		**$5,483,844**

	CONTINGENCIES & ALLOWANCES		SUB TOTAL
2.5%	CMAR Construction Contingency		$137,097
0.0%	Owner Contingency		$0
LS	Allowance #1: Temporary Power		$30,400
LS	Allowance #2: Increase CUB Electrical Room for SES		$115,000
	Subtotal		**$5,766,341**

RATE	GENERAL CONDITIONS		SUB TOTAL
LS	General Conditions		$403,328
LS	Warranty		$23,083
	Subtotal		**$6,192,752**

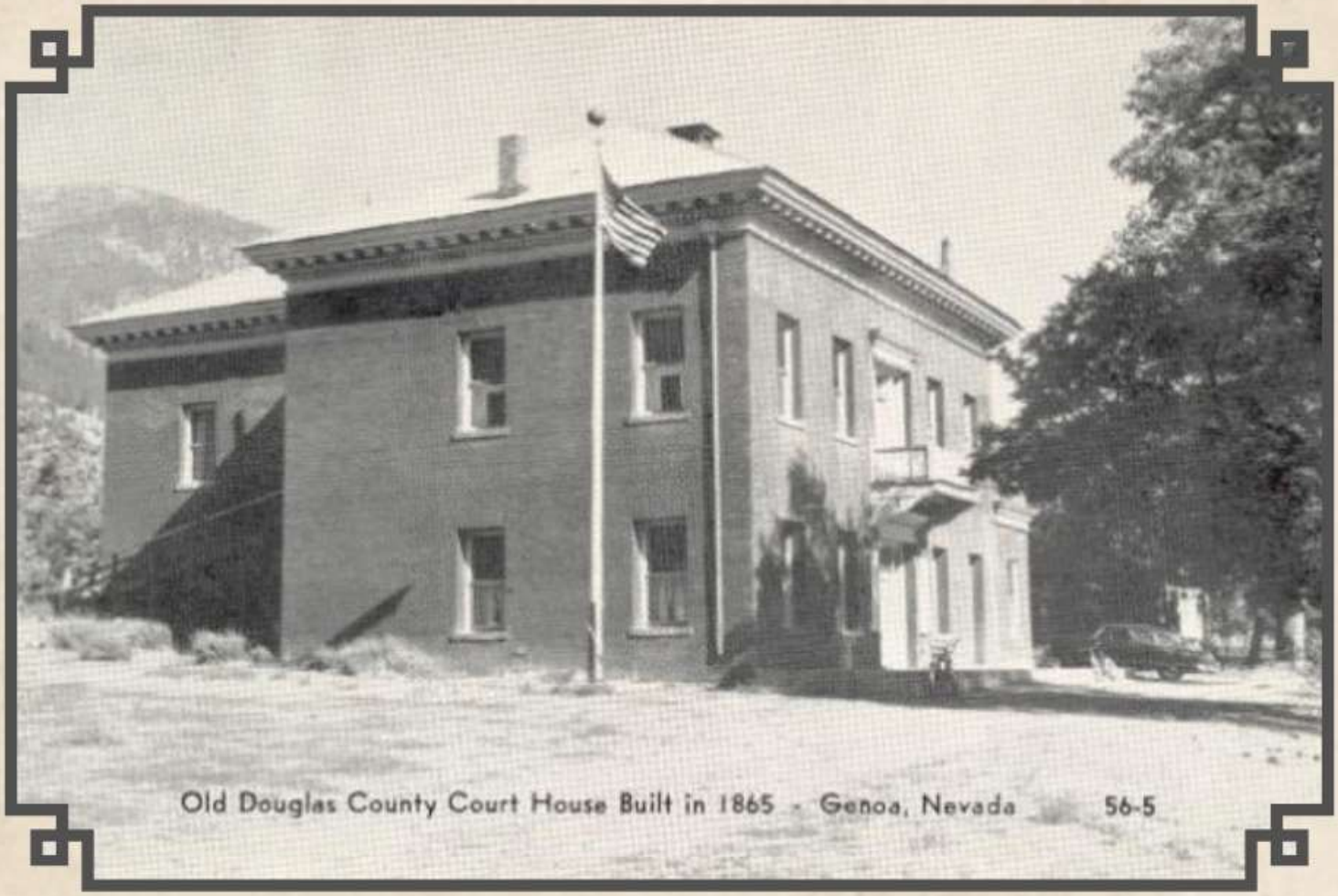
RATE	INSURANCE, BONDS, AND BUILDERS RISK		SUB TOTAL
1.15%	General Liability		$75,843
0.73%	Payment and Performance Bond		$48,144
LS	Builders Risk Insurance		$27,689
	Subtotal		**$6,344,428**

RATE	CONTRACTOR'S FEE		SUB TOTAL
3.95%	Construction Manager At Risk Fee		$250,605
	Subtotal		**$6,595,033**

	GMP Total
Guaranteed Maximum Price	**$6,595,033**

RECORD=COURIER est. 1904

2. BASIS OF GMP



1911

Courthouse was rebuilt following the fire of 1910.

The Basis of GMP is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Guaranteed Maximum Price (GMP) for the Douglas County Justice Center Project in Minden, Nevada dated July 18, 2024. This GMP is based on CORE's incorporation of the scope shown on the documents listed in the Enumeration of Documents, and the scope clarifications below.

Assumptions, Clarifications, & Exclusions

SCHEDULE

This GMP is based upon performance of the work per the enclosed Preliminary Construction Schedule, which is an integral part of this GMP Package. This project has been divided into multiple phases, which are identified within the preliminary construction schedule and account for the overall construction duration and timeframe anticipated.

As part of the preconstruction phase, CORE identified significant earthwork, utility work, and the Central Utility Building that is preferred to take place in advance of starting the actual Justice Center building construction. Electrical switchgear and the generators have also been identified as materials that have incredibly long lead times and durations for ordering, fabrication, and shipping. Based on this information, CORE has implemented a multiple GMP procurement approach. This GMP#1 consists of site clearing, earthwork, site utilities, paving and site concrete on Buckeye Rd and the access road, CUB building construction, and early electrical equipment procurement. GMP#2 is planned to consist of the remaining scopes and work necessary to complete the project.

Schedule Clarifications:

- BIM Coordination will require the Design Team's assistance in furnishing current Revit (or similar) models, including periodic updates as may be required, as well as participation on an as-needed basis by Design Team and Consultants to address any issues that may require the teams review together.
- Microsoft Project Professional for Office 365 will be used as the schedule management program.
- We anticipate normal working hours 7:00 AM to 4:00 PM, Monday through Friday, with some Saturday work as required to meet the schedule.
- All concrete pours are assumed to be early morning pours. If the authorities having jurisdiction do not allow early morning pours, the concrete pour sequence would be extended which would affect the critical path of the schedule.
- Activities within the Overall project schedule and general sequence of construction will be re-evaluated later when GMP#2 is executed.
- If GMP#2 does not start as scheduled in April 2025, CORE reserves the right to adjust General Conditions and General Requirements costs.

Weather:

The following table represents a mutual understanding of the number of reasonable days of adverse weather per month where no weather dependent construction activities may occur due to unworkable field conditions. CORE has assumed the risk to make up for lost days per month in accordance with this table.

CORE shall be granted an extension of time for delays resulting from additional lost days per calendar month beyond what is illustrated in the table in the GMP Proposal. The lost days illustrated in this schedule are per calendar month and shall not accrue from month to month.

(Northern Nevada – Minden, NV Region)

Month	Number of Reasonably Anticipated Days of Adverse Weather Per Month	Average Precipitation
July	0	0.22
August	0	0.30
September	0	0.34
October	1	0.67
November	1	0.89
December	2	1.39
January	2	1.47
February	2	1.15
March	2	1.12
April	0	0.49
May	0	0.46
June	0	0.39

CORE considers soil condition that are unsuitable for heavy equipment operation to be adverse weather days. CORE reserves the right to work Saturdays in order to meet schedule.

Cost Clarifications

This GMP is based on 2024 Northern Nevada Rural Counties Prevailing Wage Rates and includes Nevada sales tax. The value provided in the GMP includes all direct and indirect construction costs but does not include typical project "soft costs". These costs include, but are not limited to design professional fees, permits and plan review fees, utility connection fees, land acquisition costs, "loose" furniture, fixtures, and equipment (FF&E), special inspections, commissioning agent services, etc.

MATERIALS ECONOMIC IMPACTS

The parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment, or products between the date of this contract and the time when the job is ready for the installation of the affected material, the amount of this contract shall be increased to reflect the additional cost to obtain the materials, provided that the Contractor gives the Owner written notice and documentation of the increased costs.

CONTINGENCIES

- **CMAR Construction Contingency –** CMAR Construction Contingency is included in this proposal and is intended to be used at CORE's discretion to cover costs that have not been completely identified as trade specific scope on the GMP setting documents may require further clarification or coordination. These costs include, but not limited to, scope gap, coordination issues between trades, and missed scope during

the bidding process. The CMAR Construction Contingency is not intended to account for design revisions or additional scope requests by the design / owner during construction.

- **Owner Project Contingency –** Owner Project Contingency is NOT included in this proposal and is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions and/or additional scope requests made by the owner and/or design team.

ALLOWANCES

We have included the Allowances listed below in this GMP. These Allowances are considered to be an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. A reasonable estimate for an assumed scope and quality is included as a placeholder. The Owner receives the savings for any amount under the allocation and is at risk for any amount over the allocation.

- **Allowance #1 – Temporary Power ($30,400)** – This Allowance is intended to cover costs for temporary power from NV Energy. This allowance includes (2) 200a 480v 3ph 4w metered panels (to be located at the CORE trailer yard and the future Justice Center building pad) and (1) 75KVA rated transformer. Two months of a generator is also included to be used before NV Energy temporary power is active.
- **Allowance #2 – Increase CUB Electrical Room Size for SES ($115,000)** – This Allowance is intended to cover costs to increase the width of the CUB Electrical Room by 10'-11" (approx. 115 SF) to fit the actual size of the electrical switchgear. The current floor plan provides space to accommodate an electrical switchgear that is 36" x 177" wide. In order to meet the requirements of the plans and electrical one-line diagram, the actual size of the electrical switchgear would need to be 48" deep x 308" wide.

ALTERNATES

No Alternates have been identified. Alternates are scopes of work which are NOT INCLUDED as part of the base contract work. They are carried as bid alternates so that if there is money available at the time of the GMP, they can be added to the project at the discretion of the owner.

SUBCONTRACTORS

All subcontractors will be properly licensed, have bid within their license limits and are prequalified. Please refer to the 1% Listing for subcontractors with contracts over 1% of the GMP total.

HOURLY RATES

The following agreed to hourly rates will be used to determine and define "Actual Costs". The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

	Standard Rate	Overtime Rate
Project Management:		
Director of Operations	180	-
Project Director	155	-
Sr. Project Manager	142	-
Project Manager	118	-
Assistant Project Manager	105	-
Project Engineer	90	-
MEP QC Manager	125	-
BIM Manager	110	-

Contracts Manager	88	-
Assistant Contracts Manager	67	-
Project Coordinator	88	-
Project Accountant	88	-
Intern	44	66
Field Operations:		
General Superintendent	155	-
Superintendent	125	-
Asst. Superintendent	105	-
Carpenters	85	128
Laborers	78	117

Assumptions & Exclusions

GENERAL ASSUMPTIONS

- This GMP is considered lump sum, not line itemed. Scope values are provided for transparency and as a contract schedule of values. Any line-item cost variances will be carried across the duration of the entire project and the net savings (if any) will be split with the Owner per the terms of the contract at final completion. Costs for any individual line items are not guaranteed within this GMP, but rather the bottom-line cost of the GMP. Any cost savings from any individual line items will be offset against possible overruns of any other line items throughout the duration of the project.
- Building permits are to be procured by the Owner and in hand prior to CORE Construction mobilizing on site and Contract Time commencing. CORE shall be granted an extension of time for delays resulting from not having an approved grading / building permit in place on the anticipated start date.
- CORE Construction assumes that the soils / geotechnical report prepared by Black Eagle Consulting, Inc. is accurate and true. Any adverse soil conditions including but not limited to contaminated soils, different shrink/swell factors, etc. shall be cause for a time extension and adjustment of the GMP.
- CORE will coordinate the work with the Owner's contractors and agencies, for example NV Energy, Southwest Gas, AT&T, Frontier, Town of Minden Water, Minden Gardnerville Sanitation District, etc., with their respective scopes as it pertains to this project. The Owner will provide direction related to any conflict. The project schedule has been developed assuming these contractors/agencies will be able to meet all required scheduled installation and/or utility turn-on dates and these dates will be communicated through the Owner. Any costs due to changes made by the permitting agencies after submission of the estimate are subject to change.
- CORE does not warrant or guarantee that the Contract Documents comply with Authorities Having Jurisdiction (AHJ), or local regulations or requirements. This is the responsibility of the Architect and Engineers, and we assume all requirements have been incorporated into the Contract Documents.
- Normal shrinkage cracking of all cementitious material, such as slabs, concrete walls, fully grouted CMU walls, etc. is expected and shall not be cause for removal or replacement of structurally sound slabs.
- This GMP is based on Over-Excavation of the building areas per the Geotechnical Investigation issued by Black Eagle Consulting, Inc. dated July 25, 2023. This GMP includes over-excavation for the Justice Center building foundation per RFI Response #6 issued by TSK Architects dated May 10, 2024. It is understood

that at this time the design for the building footings is not complete, and CORE has not reviewed any foundation plans for the Justice Center building.

SPECIFIC EXCLUSIONS

- Typical Project "Soft Costs" unless otherwise specified. These include, but are not limited to: design professional costs, permits and fees, utility connection charges, land acquisition, legal fees, equipment and furnishings, etc.
- "Loose" furniture, fixtures, and equipment (FF&E).
- Power company / communication companies (telephone / internet) / gas company costs other than trenching, backfill, conduits and coordination.
- Servers, equipment, etc.
- Testing and inspection services of special inspectors.
- Services of a commissioning agent.
- Salvaging and relocation of any existing equipment or furnishings, unless otherwise specified.
- Fire pump and domestic water booster pump – available pressure assumed adequate.
- Hard digging / caliche.

Scope-Specific Clarifications

CORE Construction's GMP is based upon plans and specifications as itemized in attached Enumeration of Documents, with the following Scope-Specific Assumptions and Clarifications.

SITE WORK (ROUGH)

008 – SITE CLEARING, EARTHWORK, UTILITIES, & AC PAVING

- Excludes any activities associated with unidentified subsurface conditions.
- Excludes any reworking of the future Justice Center building pad. It may be necessary to scarify and recompact the building pad before foundation construction, and this work will be included in GMP #2 if necessary.
- Excludes the domestic water meter set and RP backflow preventer noted on sheet C6.0, and 8" and 6" fire sweeps, as these items are located inside the future Justice Center building. The 3" domestic water line will be stubbed 5' outside the building.
- Excludes cattle guards. Details currently shown on C8.5, but no locations are identified.
- Excludes parking lot signage and striping, currently shown on plans. Intended for GMP #2.
- Excludes handicap parking and striping, currently shown on C8.1. Intended for GMP #2.

SITE WORK (FINISH

016 – LANDSCAPING & IRRIGATION

- Excludes all landscaping and irrigation, including soil preparation, landscaping finish grading, seeding, and planting. These items are intended for GMP #2.

STRUCTURE

033 – STEEL

- Excludes AISC Certified Fabricator and Erector certification as approved in RFI Response #17.

ENCLOSURE

044 – THERMAL INSULATION

- Excludes insulation on inside of masonry exterior walls (not shown) and insulation in ceiling structure. Ceiling insulation intended for GMP #2.

INTERIOR FINISHES

056 – DOORS, FRAMES, & HARDWARE

- Assumes Door 102 is 4 ft wide and Type L. The door schedule calls for 3 ft width, but the floor plan calls for 4 ft width. The door schedule calls for a Type H door, which does not exist. The Exterior Elevations depict a bottom louver, so door Type L is assumed.
- Assumes Door 102.1 is Type P. The Door Schedule calls for Type L, but the Exterior Elevations depict a flush door, so door Type P is assumed.

060 – FRAMING & SHEATHING

- Excludes interior framing in the CUB building.

061 – PAINTING & COATINGS

- Excludes interior painting of drywall and hollow metal doors and frames.
- Excludes painting and block sealer at interior and exterior CMU per section 099000-2.3A.

067 – CONCRETE FINISHING

- Includes two coats of TK-Bright Seal Acrylic concrete sealer at the Storage Room, Generator Room, and Electrical Room. A floor finish was not called out in these rooms.
- Excludes resilient wall base (not shown).

SPECIALTIES

075 – FIRE PROTECTION SPECIALTIES

- Excludes fire protection specialties, as these are intended for GMP #2.

MP&E SYSTEMS

100 – MECHANICAL SYSTEMS

- Excludes Division 23 Heating, Ventilation and Air Conditioning (HVAC) and all equipment shown on Mechanical sheets M0.01 and M2.01, including exhaust fans and associated ductwork. These items will be included with GMP #2.

103 – ELECTRICAL SYSTEMS

- Excludes all site lighting, including site light poles, bases, conduit, fixtures, wiring, and terminations of light poles.
- Excludes fire alarm, security, and tele data systems (none shown).
- Excludes lightning protection system (none shown).
- Excludes wire for future building conduit stubs (P02 & P06/E1.01) as shown on the single-line drawing on E0.04.
- The electrical switchgear is based on the drawings as a specification was not included.
- In order to comply with Note 11 on E0.04, sub breaker sizes have been increased from 50 KAIC to 65 KAIC to protect against ordering sub breakers before the final electrical design is complete. A completed electrical study or a sign off by the owner is required before releasing the electrical equipment for production.

- Assumes that the Electrical Coordination Study and Arch Flash Hazard Analysis will not be completed until after the balance of the design is complete and permitted, and therefore, assumes the studies will not hold up or delay the approval of submittals or procurement of electrical switchgear.

END OF BASIS OF GMP

RECORD=COURIER est. 1904

3. ENUMERATION OF DOCUMENTS (EOD)



1916

New courthouse built in Minden.

ATTACHMENT C
ENUMERATION OF DOCUMENTS

Project Name: Douglas County Justice Center GMP #1
CORE Project No: 23-10-005

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 00	**Procurement and Contracting Requirements**				
000101	Project Title Sheet_V1	24-Apr-24	None	26-Apr-24	None
000101	Project Title Sheet_V2	24-Apr-24	None	26-Apr-24	None
000102	Project Information	24-Apr-24	None	26-Apr-24	None
000107	Seals Page	24-Apr-24	20-Mar-24	26-Apr-24	None
000110	Specification Index	24-Apr-24	None	26-Apr-24	None
Division 01	**General Requirements**				
012500	Substitution Procedures	24-Apr-24	None	26-Apr-24	None
012600	Contract Modification Procedures	24-Apr-24	None	26-Apr-24	None
012613	Request for Information	24-Apr-24	None	26-Apr-24	None
013000	Administrative Requirements	24-Apr-24	None	26-Apr-24	None
013216	Construction Progress Schedule	24-Apr-24	None	26-Apr-24	None
013300	Submittal Requirements	24-Apr-24	None	26-Apr-24	None
014000	Quality Requirements	24-Apr-24	None	26-Apr-24	None
015000	Temporary Facilities and Controls	24-Apr-24	None	26-Apr-24	None
016000	Product Requirements	24-Apr-24	None	26-Apr-24	None
017300	Execution Requirements	24-Apr-24	None	26-Apr-24	None
017800	Closeout Procedures and Submittals	24-Apr-24	None	26-Apr-24	None
017836	Warranties and Bonds	24-Apr-24	None	26-Apr-24	None
Division 03	**Concrete**				
033000	Cast-In-Place Concrete	24-Apr-24	None	26-Apr-24	None
Division 04	**Masonry**				
042000	Unit Masonry	24-Apr-24	None	26-Apr-24	None
Division 05	**Metals**				
051200	Structural Steel Framing	24-Apr-24	None	26-Apr-24	None
053100	Steel Decking	24-Apr-24	None	26-Apr-24	None
054000	Cold-Formed Metal Framing	24-Apr-24	None	26-Apr-24	None
055000	Metal Fabrications	24-Apr-24	None	26-Apr-24	None
Division 07	**Thermal and Moisture Protection**				
072100	Thermal Insulation	24-Apr-24	None	26-Apr-24	None
072500	Weather Barriers	24-Apr-24	None	26-Apr-24	None
074113	Metal Roof Panels	24-Apr-24	None	26-Apr-24	None
074213.23	Metal Composite Material Wall Panels	24-Apr-24	None	26-Apr-24	None
076200	Sheet Metal Flashing and Trim	24-Apr-24	None	26-Apr-24	None
078400	Firestopping	24-Apr-24	None	26-Apr-24	None
079200	Joint Sealants	24-Apr-24	None	26-Apr-24	None
Division 08	**Openings**				
081113	Hollow Metal Doors and Frames	24-Apr-24	None	26-Apr-24	None
083323	Overhead Coiling Doors	24-Apr-24	None	26-Apr-24	None
087100	Door Hardware				
Division 09	**Finishes**	24-Apr-24	None	26-Apr-24	None
092116	Gypsum Board Assemblies	24-Apr-24	None	26-Apr-24	None
092216	Non-Structural Metal Framing	24-Apr-24	None	26-Apr-24	None
096500	Resilient Wall Base and Accessories	24-Apr-24	None	26-Apr-24	None
099000	Painting and Coating	24-Apr-24	None	26-Apr-24	None
099650	Anti-Graffiti Coatings	24-Apr-24	None	26-Apr-24	None
Division 10	**Specialties**				
104400	Fire Protection Specialties	24-Apr-24	None	26-Apr-24	None
Division 22	**Plumbing**				
220500	Common Work Results for Plumbing	24-Apr-24	None	26-Apr-24	None
221414	Storm Drainage Piping	24-Apr-24	None	26-Apr-24	None
221423	Storm Drainage Piping Specialties	24-Apr-24	None	26-Apr-24	None
Division 23	**Heating, Ventilation and Air Conditioning (HVAC)**				
230000	Common Work Results for HVAC Systems	24-Apr-24	None	26-Apr-24	None
230548	Vibration and Seismic Controls for HVAC	24-Apr-24	None	26-Apr-24	None
230553	Identification for HVAC Piping and Equipment	24-Apr-24	None	26-Apr-24	None

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
230593	Testing , Adjusting, and Balancing for HVAC	24-Apr-24	None	26-Apr-24	None
233113	Metal Ducts	24-Apr-24	None	26-Apr-24	None
233423	HVAC Power Ventilators	24-Apr-24	None	26-Apr-24	None
Division 26	**Electrical**				
260001	Electrical General Provisions	24-Apr-24	None	26-Apr-24	None
260002	Electrical Submittals	24-Apr-24	None	26-Apr-24	None
260003	Temporary Electrical Facilities for Construction	24-Apr-24	None	26-Apr-24	None
260503	Equipment Wiring Connections	24-Apr-24	None	26-Apr-24	None
260519	Low-Voltage Electrical Power Conductors and Cables	24-Apr-24	None	26-Apr-24	None
260526	Grounding and Bonding	24-Apr-24	None	26-Apr-24	None
260529	Hangers, Supports and Firestopping for Electrical Systems	24-Apr-24	None	26-Apr-24	None
260530	Seismic Protection for Electrical Equipment	24-Apr-24	None	26-Apr-24	None
260533	Raceway and Boxes for Electrical Systems	24-Apr-24	None	26-Apr-24	None
260553	Electrical Identification	24-Apr-24	None	26-Apr-24	None
260573.13	Short-Circuit Studies	24-Apr-24	None	26-Apr-24	None
260573.16	Coordination Studies	24-Apr-24	None	26-Apr-24	None
260573.19	Arc-Flash Hazard Analysis	24-Apr-24	None	26-Apr-24	None
262200	Dry Type Transformers	24-Apr-24	None	26-Apr-24	None
262416	Panelboards	24-Apr-24	None	26-Apr-24	None
262726	Wiring Devices	24-Apr-24	None	26-Apr-24	None
262813	Fuses	24-Apr-24	None	26-Apr-24	None
262819	Disconnects	24-Apr-24	None	26-Apr-24	None
262913	Motor Starters (Separately Mounted)	24-Apr-24	None	26-Apr-24	None
263213.13	Diesel Engine Generator Sets (Onboard Paralleling)	24-Apr-24	None	26-Apr-24	None
263556	Surge Protective Devices	24-Apr-24	None	26-Apr-24	None
263623 (09)	Automatic Transfer Switch & Bypass Isolation Automatic Transfer Swith (Power Frame Type, ATC-900 Controller, All Frame Sizes)	24-Apr-24	None	26-Apr-24	None
264000	Load Test Bank	24-Apr-24	None	26-Apr-24	None
265100	Luminaires	24-Apr-24	None	26-Apr-24	None
266000	Testing and Commissioning of Electrical Equipment	24-Apr-24	None	26-Apr-24	None
Division 31	**Earthwork**				
310516	Aggregates for Earthwork	24-Apr-24	None	26-Apr-24	None
311000	Site Clearing	24-Apr-24	None	26-Apr-24	None
312213	Rough Grading	24-Apr-24	None	26-Apr-24	None
312316	Excavation	24-Apr-24	None	26-Apr-24	None
312317	Trenching	24-Apr-24	None	26-Apr-24	None
312323	Fill	24-Apr-24	None	26-Apr-24	None
312500	Erosion and Sedimentation Controls	24-Apr-24	None	26-Apr-24	None
313700	Riprap	24-Apr-24	None	26-Apr-24	None
Division 32	**Exterior Improvements**				
321216	Asphalt Paving	24-Apr-24	None	26-Apr-24	None
328400	Planting Irrigation	24-Apr-24	None	26-Apr-24	None
329113	Soil Preparation	24-Apr-24	None	26-Apr-24	None
329119	Landscape Grading	24-Apr-24	None	26-Apr-24	None
329219	Seeding	24-Apr-24	None	26-Apr-24	None
329300	Plants	24-Apr-24	None	26-Apr-24	None
Division 33	**Utilities**				
331116	Site Water Utility Distribution Piping	24-Apr-24	None	26-Apr-24	None
333111	Public Sanitary Utility Sewerage Piping	24-Apr-24	None	26-Apr-24	None
334100	Storm Utility Drainage Piping	24-Apr-24	None	26-Apr-24	None

DRAWINGS

Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
	COVER SHEET	24-Apr-24	None	26-Apr-24	None
G0.00	GENERAL SHEET	24-Apr-24	None	26-Apr-24	None

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
G0.01	GENERAL ACCESSIBILITY DETAILS	24-Apr-24	None	26-Apr-24	None
G0.02	GENERAL ACCESSIBILITY DETAILS	24-Apr-24	None	26-Apr-24	None
G0.03	LIFE SAFETY DETAILS	24-Apr-24	None	26-Apr-24	None
C1.0	COVER SHEET	25-Apr-24	9-May-24	10-May-24	9-May-24
C2.0	NOTES, ABBREVIATIONS, & LEGEND	25-Apr-24	25-Apr-24	26-Apr-24	None
C3.0	EXISTING CONDITIONS, DEMOLITION, & EROSION CONTROL PLAN	25-Apr-24	25-Apr-24	26-Apr-24	None
C4.0	SITE PLAN - (GMP-1)	25-Apr-24	9-May-24	10-May-24	9-May-24
C4.1	SITE PLAN - (GMP-2)	25-Apr-24	9-May-24	10-May-24	9-May-24
C4.2	BUCKEYE ROAD FRONTAGE IMPROVEMENTS	25-Apr-24	25-Apr-24	26-Apr-24	None
C4.3	BUCKEYE ROAD FRONTAGE GRADING	25-Apr-24	25-Apr-24	26-Apr-24	None
C5.0	ROUGH GRADING PLAN - (GMP-1)	25-Apr-24	9-May-24	10-May-24	9-May-24
C5.1	GRADING PLAN - (GMP-2)	25-Apr-24	9-May-24	10-May-24	9-May-24
C6.0	UTILITY PLAN	25-Apr-24	10-May-24	10-May-24	10-May-24
C6.1	ACCESS ROAD PLAN & PROFILE	25-Apr-24	25-Apr-24	26-Apr-24	None
C7.0	SECTIONS	25-Apr-24	25-Apr-24	26-Apr-24	None
C8.0	DETAILS	24-Apr-24	25-Apr-24	26-Apr-24	None
C8.1	DETAILS	25-Apr-24	9-May-24	10-May-24	9-May-24
C8.2	DETAILS	24-Apr-24	25-Apr-24	26-Apr-24	None
C8.3	DETAILS	25-Apr-24	25-Apr-24	26-Apr-24	None
C8.4	DETAILS	24-Apr-24	25-Apr-24	26-Apr-24	None
C8.5	DETAILS	25-Apr-24	9-May-24	10-May-24	9-May-24
A1.00	OVERALL ARCHITECTURAL SITE PLAN	24-Apr-24	None	10-May-24	10-May-24
A2.01	ARCHITECTURAL FLOOR PLAN & SLAB PLAN	24-Apr-24	None	26-Apr-24	None
A3.01	CEILING & ROOF PLAN	24-Apr-24	None	26-Apr-24	None
A4.01	EXTERIOR ELEVATIONS	24-Apr-24	None	10-May-24	4-May-24
A5.01	BUILDING SECTIONS	24-Apr-24	None	26-Apr-24	None
A6.01	WALL SECTIONS	24-Apr-24	None	26-Apr-24	None
A7.01	DOOR SCHEDULE, PANEL AND FRAME TYPES	24-Apr-24	None	26-Apr-24	None
A9.01	EXTERIOR & SECTION DETAILS	24-Apr-24	None	26-Apr-24	None
A9.02	DOOR DETAILS	24-Apr-24	None	26-Apr-24	None
A9.03	PARTITION DETAILS	24-Apr-24	None	26-Apr-24	None
S0.0	STRUCTURAL GENERAL NOTES	24-Apr-24	26-Apr-24	26-Apr-24	None
S0.1	SPECIAL INSPECTIONS & QUALITY ASSURANCE	24-Apr-24	26-Apr-24	26-Apr-24	None
S0.2	TYP. CONC. & FOUNDATION DETAILS	24-Apr-24	26-Apr-24	26-Apr-24	None
S0.3	TYP. CONC. & CMU DETAILS	24-Apr-24	26-Apr-24	26-Apr-24	None
S0.4	TYP. MASONRY DETAILS	24-Apr-24	26-Apr-24	26-Apr-24	None
S0.5	TYP. ROOF FRAMING DETAILS	24-Apr-24	26-Apr-24	26-Apr-24	None
S0.6	TYP. COLD-FORMED STEEL DETAILS	24-Apr-24	26-Apr-24	26-Apr-24	None
S1.01	FOUNDATION PLAN	24-Apr-24	26-Apr-24	26-Apr-24	None
S2.01	ROOF FRAMING PLAN	24-Apr-24	26-Apr-24	26-Apr-24	None
S3.01	WALL ELEVATIONS	24-Apr-24	26-Apr-24	26-Apr-24	None
S5.01	BUILDING SECTIONS	24-Apr-24	26-Apr-24	26-Apr-24	None
M0.01	MECHANICAL LEGEND, ABBREVIATIONS, AND CALCULATIONS	24-Apr-24	25-Apr-24	26-Apr-24	None
M2.01	MECHANICAL FLOOR PLAN	24-Apr-24	25-Apr-24	26-Apr-24	None
P0.01	PLUMBING LEGEND, ABBREVIATIONS, SPECIFICATIONS, CALCS, & SCHEDULES	24-Apr-24	25-Apr-24	26-Apr-24	None
P2.01	PLUMBING FLOOR PLAN	24-Apr-24	25-Apr-24	26-Apr-24	None
E0.01	LEGENDS, DRAWING SCHEDULE - CUB	None	26-Apr-24	26-Apr-24	None
E0.02	FIXTURE & PANEL SCHEDULES & IECC CALCULATIONS - CUB	None	26-Apr-24	26-Apr-24	None
E0.03	DETAILS - CUB	None	26-Apr-24	26-Apr-24	None
E0.04	PARTIAL ONELINE DIAGRAM - CUB	None	26-Apr-24	26-Apr-24	None
E1.01	ELECTRICAL SITE PLAN - CUB BUILDING	None	26-Apr-24	26-Apr-24	None
E2.01	LIGHTING PLAN - CUB	None	26-Apr-24	26-Apr-24	None
E3.01	POWER & MECHANICAL PLAN - CUB	None	26-Apr-24	26-Apr-24	None

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
ADDENDA					
Addendums	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**
	Basis of GMP	6-Jun-24	None	6-Jun-24	None
	Pre-Bid RFI Responses 1- 18	28-May-24	None	28-May-24	None

RECORD=COURIER est. 1904

4. PRELIMINARY CONSTRUCTION SCHEDULE

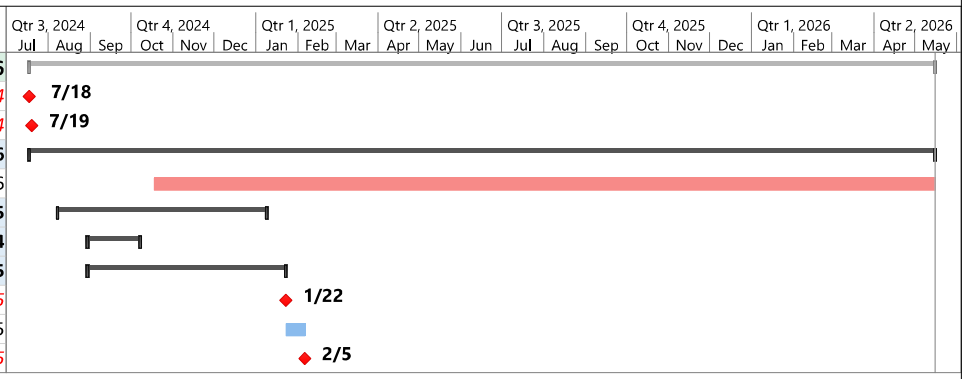


1956

Courthouse additions added.

Douglas County Justice Center GMP #1 Schedule

ID	Task Name	Duration	Start	Finish
0	**Douglas County Justice Center GMP #1 Schedule**	**465 d**	**Thu 7/18/24**	**Fri 5/15/26**
1	*GMP#1 Notice to Proceed*	*0 d*	*Thu 7/18/24*	*Thu 7/18/24*
2	*GMP #1 Permits Received*	*0 d*	*Fri 7/19/24*	*Fri 7/19/24*
3	**Procurement**	**465 d**	**Thu 7/18/24**	**Fri 5/15/26**
40	Procure Switchgear and Generatrors	400 d	Fri 10/18/24	Fri 5/15/26
41	**Rough Site Construction**	**105 d**	**Thu 8/8/24**	**Wed 1/8/25**
55	**Off-Site Construction - GMP 1**	**26 d**	**Fri 8/30/24**	**Mon 10/7/24**
60	**CUB Construction - GMP 1**	**99 d**	**Fri 8/30/24**	**Wed 1/22/25**
76	*GMP 1 Completion*	*0 d*	*Wed 1/22/25*	*Wed 1/22/25*
77	De-mobilize and Secure Site	10 d	Thu 1/23/25	Wed 2/5/25
78	*Final Completion*	*0 d*	*Wed 2/5/25*	*Wed 2/5/25*



Task — Summary — Deadline — Progress

Milestone — Project Summary — Critical

VIEW 00 - OAC | Status Date: Thu 6/6/24 | Printed Date: Thu 6/6/24 | 1 of 1

RECORD=COURIER est. 1904

5.1% SUBCONTRACTOR LISTING



A new Justice Center

1% Subcontractor Listing

Douglas County Justice Center GMP #1
PWP-DO-2024-321
June 6, 2024
Minden, NV

In accordance with NRS 338.16995.9.C, the CMAR shall submit a list including the name of each subcontractor who will provide labor or a portion of the work for which he will be paid an amount exceeding 1% of the total cost of the public work, or $50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to Nevada Revised Statutes Chapter 624. The CMAR shall also list any portion of the work exceeding 1% of the total cost of the public work, or $50,000, whichever is greater, that the CMAR intends to self-perform.

Description of Work	Subcontractor	License No.
General Requirements	CORE West Inc.	6144A
Earthwork, Utilities & AC Paving	Knox Excavating, Inc.	44190A
Concrete	Northern Nevada Concrete, Inc.	55920
Masonry	Construction Development Services Inc DBA Silver State Masonry	22791
Steel	Rhyno Built LLC	82840
Metal Roof & Wall Panels	Alpine Roofing Co Inc.	17484
Framing & Sheathing	M & H Building Specialties	51255
Electrical & Low-Voltage Systems	Nelson Electric Company, Inc.	16697



Aerial view of Carson Valley.

CORE Construction
5330 Reno Corporate Dr.
Reno. NV 89511

Douglas County Justice Center

Minden, NV

Guaranteed Maximum Price - GMP #1

July 18, 2024

#	Description		Base Price	BREAKOUTS	
				BO #1 Onsite	BO #2 Offsite
	GENERAL		**$232,208**	**$232,208**	**$0**
GEN1	Temporary Site Construction Requirements		**$171,888**	$171,888	$0
GEN3	Waste Management & Cleaning Requirements		**$60,320**	$60,320	$0
	SITE WORK (ROUGH)		**$2,168,900**	**$1,495,711**	**$673,189**
7	Survey & Staking		**$57,875**	$52,375	$5,500
8	Site Clearing, Earthwork, Utilities, & AC Paving		**$2,061,518**	$1,393,829	$667,689
12	Storm Water Management		**$49,507**	$49,507	$0
	SITE WORK (FINISH)		**$18,492**	**$18,492**	**$0**
23	Fencing & Gates		**$18,492**	$18,492	$0
	STRUCTURE		**$531,724**	**$512,749**	**$18,975**
30	Concrete		**$225,424**	$206,449	$18,975
31	Masonry		**$179,400**	$179,400	$0
33	Steel		**$104,128**	$104,128	$0
36	Rough Carpentry		**$22,772**	$22,772	$0
	ENCLOSURE		**$261,974**	**$261,974**	**$0**
40	Architectural Caulking & Sealants		**$8,300**	$8,300	$0
46	Metal Roof & Wall Panels		**$237,689**	$237,689	$0
54	Overhead Coiling Doors		**$15,985**	$15,985	$0
	INTERIOR FINISHES		**$113,581**	**$113,581**	**$0**
56	Doors, Frames, & Hardware		**$31,720**	$31,720	$0
60	Framing & Sheathing		**$67,297**	$67,297	$0
61	Painting & Coatings		**$5,340**	$5,340	$0
67	Concrete Finishing		**$7,182**	$7,182	$0
70	Final Clean Requirements		**$2,042**	$2,042	$0
	MEP SYSTEMS		**$2,156,965**	**$2,156,965**	**$0**
103	Electrical & Low Voltage Systems		**$2,156,965**	$2,156,965	$0
	Subtotal		**$5,483,844**	**$4,791,680**	**$692,164**
	CONTINGENCIES & ALLOWANCES		**SUB TOTAL**		
2.5%	CMAR Construction Contingency		$137,097	$119,792	$17,305
0.0%	Owner Contingency		$0	$0	$0
LS	Allowance #1: Temporary Power		$30,400	$30,400	$0
LS	Allowance #2: Increase CUB Electrical Room for SES		$115,000	$115,000	$0
	Subtotal		**$5,766,341**	**$5,056,872**	**$709,469**
RATE	**GENERAL CONDITIONS**		**SUB TOTAL**	**SUB TOTAL**	**SUB TOTAL**
LS	General Conditions		$403,328	**$403,328**	**$0**
LS	Warranty		$23,083	**$20,429**	**$2,654**
	Subtotal		**$6,192,752**	**$5,480,629**	**$712,123**
RATE	**INSURANCE, BONDS, AND BUILDERS RISK**		**SUB TOTAL**	**SUB TOTAL**	**SUB TOTAL**
1.15%	General Liability		$75,843	**$67,122**	**$8,721**
0.73%	Payment and Performance Bond		$48,144	**$42,608**	**$5,536**
LS	Builders Risk Insurance		$27,689	**$24,505**	**$3,184**
	Subtotal		**$6,344,428**	**$5,614,864**	**$729,564**
RATE	**CONTRACTOR'S FEE**		**SUB TOTAL**	**SUB TOTAL**	**SUB TOTAL**
3.95%	Construction Manager At Risk Fee		$250,605	**$221,787**	**$28,818**
	Subtotal		**$6,595,033**	**$5,836,651**	**$758,382**
		GMP Total		**BO #1 Onsite**	**BO #2 Offsite**
	Guaranteed Maximum Price	**$6,595,033**		**$5,836,651**	**$758,382**

CONSTRUCTION MANAGER AT RISK
CONTRACT FOR CONSTRUCTION

DOUGLAS COUNTY JUSTICE CENTER

JULY 18, 2024

DOUGLAS COUNTY PUBLIC WORKS
MINDEN, DOUGLAS COUNTY, NEVADA

CONSTRUCTION MANAGER AT RISK
CONTRACT FOR CONSTRUCTION

OWNERS CONTRACT NO. CMAR 07-18-24

DOUGLAS COUNTY JUSTICE CENTER PROJECT

DOCUMENT INDEX

VOLUME ONE

CONTRACT FOR CONSTRUCTION
EXHIBIT "A" - GENERAL CONDITIONS
EXHIBIT "B" - COMPENSATION CONDITIONS
EXHIBIT "C" - ADDENDA
EXHIBIT "D" – GUARANTEED MAXIMUM PRICE as approved by the Douglas County BOCC
EXHIBIT "E" - TECHNICAL SPECIFICATIONS
EXHIBIT "F" - LIST OF DRAWINGS

CONTRACT DRAWINGS (by reference, not attached)

AS LISTED IN EXHIBIT "F"

DOUGLAS COUNTY
MINDEN, DOUGLAS COUNTY, NEVADA

CONSTRUCTION MANAGER AT RISK
CONTRACT FOR CONSTRUCTION

TABLE OF CONTENTS

DESCRIPTION	PAGE
CONTRACT	1
PERFORMANCE BOND	12
LABOR AND MATERIAL PAYMENT BOND	14
FORM OF GUARANTEE	16
CMAR SURETY COMPANY CONTACTS	17

CONTRACT

This OWNER-CMAR Construction Agreement by and between Douglas County, PO Box 218, Minden, NV 89423, hereinafter referred to as "OWNER," and the Construction Manager at Risk named below, hereinafter referred to as “CMAR,” is made and entered into as follows:

Execution Date: **July 18, 2024**

Project Identification

DC Project No.:	**CMAR 07-18-24**
Project Name:	**Douglas County Justice Center**
Project Location:	**Minden**
PWP Project No.:	**DO 2024-321**

OWNER:

Douglas County
PO Box 218
Minden, NV 89423
(775) 790-5212

CMAR:

CORE Construction
5330 Corporate Drive
Reno, NV 89511
(775) 525-5757

Architect:

TSK Architects
225 South Arlington Suite A
Reno, NV 89501
(775) 337-4700

ARTICLE 1: GUARANTEED MAXIMUM PRICE

For furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, including all profits, connected with the proper execution of the Work and of maintaining the same until it is accepted by OWNER, the OWNER will pay and CMAR shall accept as full compensation therefore, a total sum not to exceed:

$6,595,033.00

Written: Six Million, Five Hundred Ninety-Five Thousand, Thirty-Three Dollars and No Cents

the Guaranteed Maximum Price ("GMP"). This GMP is for the performance of the Work in accordance with the Contract Documents (as defined in Article 7 hereof).

The GMP is for the total amount and is not to be construed as a "line item" guarantee. If one category exceeds the budget amount, or if another is less than the budgeted amount, neither shall result in an adjustment to the GMP except as specifically set forth herein.

ARTICLE 2: ALLOWANCES

CMAR has included in the GMP for the Cost of the Work "Allowances" for items for which final costs have not yet been determined. Allowances include the cost to CMAR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the project location, and all applicable taxes. CMAR's costs for unloading and handling on the project location, labor, installation costs, bond and insurances costs, overhead, profit, and other expenses contemplated for the allowances have already been included in the GMP. No demand for additional payment on account of any of the foregoing will be valid.

Whenever during the course of the construction, costs are less than the allowances, the OWNER may at its option allocate the savings to the OWNER's Contingency, reallocate the funds to another item, or take a deductive change order.

In no event shall there be an increase in the GMP or a material change in the Scope of the Work without OWNER's prior written consent through a Contract Change Order. However, if the final price of an allowance exceeds the GMP amount as a result of an OWNER-approved Change Order, CMAR may be allowed bond and insurances costs, overhead and profit on the difference between the GMP allowance amount and the final price.

ARTICLE 3: CONTINGENCY FUNDS

The GMP shall include a Construction Contingency that is for CMAR's exclusive use and may be used by CMAR at its sole discretion.

Any funds remaining in the Contractor's Contingency shall be split between CMAR and OWNER with OWNER receiving fifty-one (51) percent, and CMAR receiving forty-nine (49) percent and credited as indicated in Exhibit "B" – Compensation Conditions, Article 6.0 FINAL PAYMENT.

The OWNER's Contingency shall not be included in the GMP and is for OWNER's exclusive use and may be used by OWNER at its sole discretion.

ARTICLE 4: COST SAVINGS

CMAR shall work cooperatively, in good faith, with subcontractors, Architect, and OWNER to identify appropriate opportunities to reduce the Project costs and promote cost savings without sacrificing quality. Any identified cost savings from the GMP shall be released by CMAR as soon as practical to OWNER with intent to fund additional program elements.

Any funds remaining as a result of cost savings shall be split between CMAR and OWNER with OWNER receiving fifty-one (51) percent, and CMAR receiving forty-nine (49) percent and credited as indicated in Exhibit "B" – Compensation Conditions, Article 6.0 FINAL PAYMENT.

ARTICLE 5: TIME OF THE ESSENCE

Time is of the essence, and CMAR acknowledges that the time for completion of the Work is sufficient for it to perform all the Work. In case of failure on the part of CMAR to complete the Work within the time(s) specified in the Contract Documents or within such additional time(s) as may be granted by formal action of Douglas County. CMAR and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified herein, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay (but not as a penalty) CMAR will pay to Owner the sum(s) indicated in Exhibit "B" – Compensation Conditions, Article 7.0 LIQUIDATED DAMAGES.

Contract Time**: 270 Calendar days to Substantial Completion**

300 Calendar Days to Final Completion

ARTICLE 6: WORK REQUIRED

The term "Work" includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction of the Project as described by the Contract Documents. CMAR agrees to provide all labor, materials, equipment, tools and services necessary, and to do everything required by the Contract Documents as necessary to complete all Work required for the Project within the time specified for Substantial Completion and Final Completion of the Work.

ARTICLE 7: INCORPORATED DOCUMENTS

OWNER and CMAR mutually agree that the following documents are incorporated into and made a part of this Contract by reference (the "Contract Documents"):

Exhibit A:	General Conditions of the Contract
Exhibit B:	Compensation Conditions
Exhibit C:	Addenda
Exhibit D:	Guaranteed Maximum Price as approved by the Douglas County Board of County Commissioners
Exhibit E:	Technical Specifications
Exhibit F:	List of Drawings

In addition, the following items, which are not exhibits to this Contract, shall constitute part of the Contract Documents:

- Contract Drawings
- Construction Schedule submitted pursuant to Exhibit "A" – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA, and any amendments approved by the OWNER
- Current Prevailing Wage Rates, Douglas County, Nevada
- CMAR Contract for Preconstruction Services,
- CMAR Fee Proposal submitted with Request for Proposal,

ARTICLE 8: GOVERNING ORDER OF CONTRACT DOCUMENTS

The Bidding and Contract Documents include various divisions, sections and conditions, which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

- Contract
- Exhibit “A” – General Conditions
- Exhibit “B” – Compensation Conditions
- Exhibit “C” – Addenda
- Exhibit “D” – Guaranteed Maximum Price as approved by Douglas County
- Exhibit “E” – Technical Specifications
- Exhibit “F” – List of Drawings
- Contract Drawings
- Construction Schedule submitted pursuant to Exhibit “A” – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA, and any amendments approved by the OWNER
- Current Prevailing Wage Rates, Douglas County, Nevada
- CMAR Contract for Preconstruction Services, by reference, dated July 16, 2020
- CMAR Fee Proposal submitted with Request for Proposal, dated June 18, 2020

Addenda, Change Orders and Supplemental Agreements will take precedence over any of the above. Detailed plans shall have precedence over general plans.

CMAR shall take no advantage of any apparent error or omission in the Bidding Documents. In the event CMAR discover such an error or omission, CMAR shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

ARTICLE 9: CONTRACT TIME

CMAR shall commence the Work to be performed under this Contract on the date set by OWNER in the written Notice to Proceed, continuing the Work with diligence and shall complete the entire Work in accordance with Exhibit “A” – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA. Further, in the event interim milestone completion dates are established in Exhibit “A” – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA for separable portions of the Work, CMAR agrees to complete said separable portions of the Work in accordance with said milestone dates. CMAR is aware of regulatory and other restrictions on the timelines for work performed in the area of the Project and understands that there will be no allowance for additional Contract Time as a result of any such restrictions.

ARTICLE 10: AGREEMENT MODIFICATIONS

This Contract embodies the entire agreement between OWNER and CMAR and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement,

representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

ARTICLE 11: ASSIGNMENT RIGHTS

OWNER and CMAR each binds themselves, their partners, successors, assignees and legal representatives to the other party hereto and to the partners, successors, assignees and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract.

No party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other parties for which approval may be withheld for any reason or for no reason whatsoever. CMAR shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, without prior consent of OWNER and concurred to by the sureties.

ARTICLE 12: INDEMNIFICATION

To the fullest extent permitted by law, CMAR shall defend, indemnify, and hold harmless OWNER, and its agents, employees, and members of the Board from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by the negligent, reckless, or intentional acts or omissions of CMAR, a Subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by OWNER indemnified hereunder. However, in no event shall CMAR be required to indemnify OWNER for claims, damages, loss or expenses arising out of OWNER's sole negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In any and all claims against OWNER, its agents, employees, or any of the members of the Board by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first paragraph of this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

CMAR's obligations of this Article shall not extend to the liability of the Architect or its employees arising out of (a) the preparation or approval of maps, sketches, opinions, reports, surveys, CCOs, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect or its employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 13: PATENT INDEMNITY

CMAR hereby indemnifies and shall defend and hold harmless OWNER and its agents, employees, and members of the Board of Trustees respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its agents, employees, and members of the Board of Trustees respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by CMAR, or out of the processes or actions employed by, or on behalf of CMAR in connection with the performance of the Contract. CMAR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives provided that OWNER or its representatives shall have notified CMAR upon becoming aware of such claims or actions, and provided further that CMAR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or and its agents, employees, and members of the Board of Trustees.

CMAR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

ARTICLE 14: INDEPENDENT CONTRACTOR

The parties agree that CMAR is an independent contractor and that this contract is entered into in accordance with Nevada law that CMAR is not an employee of OWNER, and that there shall be no:

1. Withholding of income taxes by OWNER;
2. Industrial insurance coverage provided by OWNER;
3. Participation in group insurance plans which may be available to employees of OWNER;
4. Participation or contribution by either the independent contractor or OWNER to the Public Employees Retirement System;
5. Accumulation of vacation leave or sick leave;
6. Unemployment compensation coverage provided by OWNER.

CMAR represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. CMAR shall act as an independent contractor and not as the agent of OWNER in performing the Contract and is responsible for maintaining complete control over its employees and all of its suppliers and Subcontractors. Nothing contained in this Contract or any Subcontract awarded by CMAR shall create any contractual relationship between any such supplier or Subcontractor and OWNER. However, each subcontract and supplier agreement entered into by CMAR, relative to the Contract, shall bind such Subcontractor or supplier to the same terms and conditions as appear in the Contract. CMAR shall perform all work in accordance with its own methods subject to strict compliance with the Contract.

ARTICLE 15: RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 16: SEVERABILITY

The Contract and the various provisions thereof are severable. Should any part, clause, provisions or terms be declared invalid, ineffective, or unenforceable, the remaining provisions of the Contract shall remain in full legal force and effect.

ARTICLE 17: FINAL PAYMENT

As provided in Exhibit "A" – General Conditions, when the Work and all requirements of the Contract Documents are fully and satisfactorily completed, OWNER will pay to CMAR a final payment consisting of the remaining unpaid balance of the Contract Sum due CMAR after accounting for OWNER's share of funds remaining in CMAR's Construction Contingency Fund and OWNER's share of funds remaining as a result of Cost Savings. The acceptance of the final payment by CMAR shall constitute a full and final release and waiver of all CMAR claims and rights of claim against the OWNER relating or pertaining to the Work.

Acceptance of the final payment by CMAR shall terminate OWNER-CMAR Construction Agreement after which time the applicable terms and conditions for Warranties and Insurance shall continue to apply.

ARTICLE 18: FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this Contract, CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, sex, sexual orientation, gender identity or expression, religion, disability, or age. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CMAR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by CMAR shall constitute a material breach of this Contract.

As this agreement will be funded, in part, by federal funds, Contractor's attention is especially drawn to the following requirements:

Civil rights requirements. The following requirements apply to the underlying Agreement:

(1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.§ 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the

Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

ARTICLE 19: INSURANCE REQUIREMENTS

A certificate of insurance evidencing the required coverage, as stipulated in the General Conditions of the Contract, shall be filed with OWNER prior to CMAR mobilizing onto the Project site and prior to commencement of any work on the Project.

ARTICLE 20: BONDS AND GUARANTY

CMAR shall furnish a performance bond, payment bond and guarantee bond in the form attached hereto and in accordance with the requirements set forth in Exhibit "A" – General Conditions, Article 4.4 Bond Requirements.

ARTICLE 21: STATUTORY REQUIREMENTS

CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS), the Nevada Administrative Code (NAC) and local law as may apply to this Contract and to the work performed under this Contract and agrees to comply with all such applicable laws and regulations.

ARTICLE 22: INFORMATION ACCESS

The books, records, documents, and accounting procedures and practices of the CMAR relevant to this Contract shall be subject to inspection, examination and audit by OWNER, its agents and representatives, and the State of Nevada during the course of this project and for 3 years after its completion.

ARTICLE 23: EXAMINATION OF DOCUMENTS

Execution of this Contract by each party shall constitute the representation by each such party that it has examined the contents of all the Contract Documents, including, but not limited to, CMAR General Conditions of the Contract, that it has read and understands the same, and specifically agrees to be bound thereby.

SIGNATURE PAGE FOLLOWS

REST OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the Douglas County has authorized its Chairman to execute this Contract on behalf of the said OWNER, and CMAR has hereunto set its hand and seal the day and year above written.

MINDEN, DOUGLAS COUNTY, NEVADA

BY: _____

CHAIRMAN

BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION MANAGER AT RISK

CORE CONSTRUCTION

By: _____

Printed Name: _____

Title: _____

Date: This _____ day of _____, 2024.

STATE OF NEVADA)
) ss:
DOUGLAS COUNTY)

On the _____ day of _____, 2024, _____ personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Contract with full authority on behalf of_____

_____.

_____
Notary's Signature

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____, as CMAR, and _____, as Surety, are held and firmly bound unto _____, hereinafter called OWNER, in the sum of _____ dollars ($ _____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CMAR has been awarded and is about to enter into the annexed Contract with said OWNER to perform all Work required under the GMP Schedule(s)

of OWNER's specifications entitled _____.

NOW, THEREFORE, if CMAR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract and any extensions thereof that may be granted by OWNER required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications, additions, or alterations of the Contract that may hereafter be made, and shall also fully indemnify and hold harmless OWNER from all cost and damage which it may suffer by failure of reason to do so and shall fully reimburse and pay OWNER all outlay and expense which OWNER may incur in making good any such default, then this obligation shall be void; otherwise, to remain in full force and effect.

The Surety further agrees that whenever CMAR shall be, and is declared by OWNER to be, in default under the Contract (and said default shall be construed to be any breach of any of the provisions of the Contract on the part of CMAR) the Surety shall promptly remedy the default, or will complete the Contract in accordance with its terms and conditions and shall fully indemnify and hold harmless OWNER from all costs, damages and expenses which may arise thereafter (including reasonable attorney's fees) and which OWNER may suffer by reason of Surety's failure to do so.

PERFORMANCE BOND - CONTINUED

The Surety and CMAR further agree that any modifications, additions or alterations which may be made in the terms of the Contract or in the Work to be done thereunder, or any extensions of the Contract, or other forbearance on the part of either OWNER or CMAR to the other, shall not in any way release CMAR and the Surety, or either of them, their heirs, assigns, executors, administrators and successors, from their liability hereunder, notice to Surety of any such modifications, additions, extensions or forbearance being hereby expressly waived.

The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

SIGNED AND SEALED, this _____ day of _____, 20____ .

(SEALED AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____ (Seal)
CMAR

BY:_____

(Signature)

_____ (Seal)
Surety

BY:_____

(Signature)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____ as CMAR, and _____, as Surety, are held and firmly bound unto _____ hereinafter called OWNER, in the sum of

_____dollars ($_____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CMAR has been awarded and is about to enter into the annexed Contract with said OWNER to perform all Work required under the GMP Schedule(s) _____

_____

_____ of

OWNER's specifications entitled _____

_____.

NOW, THEREFORE, if said CMAR, or subcontractors, fail to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable state law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefits of any persons, companies, or corporations entitled to file claims under applicable state law.

LABOR AND MATERIAL PAYMENT BOND - CONTINUED

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said CMAR or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said Contract release either said CMAR or said Surety, and notice of such alterations or extension of the Contract is hereby waived by said Surety. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

SIGNED AND SEALED, THIS ____ day of _____ , 20___.

(SEALED AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____ (Seal)
CMAR

BY: _____
(Signature)

_____ (Seal)
(Surety)

BY: _____
(Signature)

FORM OF GUARANTEE

GUARANTEE FOR_____

_____
(Name and address of prime contractor)

We hereby guarantee that the _____

_____

_____
(Description of the work)

Which we have constructed, has been done in accordance with the plans and specifications; that the Work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of filing of Notice of Final Completion of the above named Work by the County of Douglas, State of Nevada, without any expense whatsoever to said County of Douglas, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by Douglas County, Minden, Nevada, we, collectively or separately, do hereby authorize Douglas County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED: _____
(Notice of completion filing date)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____ (Seal)
(CMAR)

BY:_____
(Signature)

_____ (Seal)
(Surety)

BY:_____
(Signature)

CMAR SURETY COMPANY CONTACTS

PERFORMANCE BOND NO. _____

Surety Name: _____

Address: _____

_____

Phone No: _____

Fax No: _____

Contact: _____

LABOR AND MATERIAL PAYMENT BOND NO. _____

Surety Name: _____

Address: _____

_____

Phone No: _____

Fax No: _____

Contact: _____

GUARANTY BOND NO. _____

Surety Name: _____

Address: _____

_____

Phone No: _____

Fax No: _____

Contact: _____

DOUGLAS COUNTY
MINDEN, DOUGLAS COUNTY, NEVADA

EXHIBIT "A"
GENERAL CONDITIONS

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EXHIBIT "A"
GENERAL CONDITIONS

1.0 DEFINITIONS

1.1 Access Road – The right-of-way, the roadway and all improvements constructed thereon connecting the Jobsite to a public highway.

1.2 Addenda – Written or graphic instruments issued by OWNER during the bidding process. Addenda will become part of the Contract Documents when the Contract is executed. CMAR (and its Subcontractors), upon receiving Addenda, shall insert same into the base bid documents.

1.3 An Additive or Deductive Bid Item – An amount stated in the GMP to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the GMP documents, is accepted by OWNER. Additive Alternate Items may be exercised by OWNER with the award of the project. Award may be for only the Base Bid, Base Bid plus Additive Alternate(s), Base Bid minus Deductive Alternate(s), or a combination of Base Bid plus Additive Alternate(s) minus Deductive Alternate(s).

1.4 Advertisement – A public announcement, as required by local law, inviting Statement of Qualifications for work to be performed and materials to be furnished.

1.5 ARCHITECT – The ARCHITECT contracted by OWNER to perform design work for OWNER.

1.6 ASTM – The American Society for Testing and Materials.

1.7 Award – The acceptance, by OWNER, of CMAR's GMP for construction services.

1.8 Calendar Day – Every day on the calendar including day one, NTP, to and including Substantial Completion of all the work to be performed. A Calendar Day shall be understood to be any day of the year, including weekends and holidays.

1.9 Certificate of Substantial Completion – This Certificate may be issued upon successful completion of Milestone(s) and/or specific portions of the Work that OWNER requested for early occupancy.

1.10 CMAR's Fee – CMAR's Fee for Overhead and Profit, as included in the cost proposal, shall include the following items:

1.10.1 Salaries and other mandatory or customary compensation of CMAR's employees at its principal and branch offices, except employees assigned to the Project at the principal office. Specifically excluded are the project manager, project ARCHITECT, project coordinator, and project estimator (listed under General Conditions).

1.10.2 General and administrative expenses of CMAR's principal and branch offices other than the field office. Specifically excluded are materials and equipment utilized at the Jobsite.

1.10.3 CMAR's capital expenses, including interest on CMAR's capital employed for the Work.

1.10.4 Costs for warranty work and coordination.

1.10.5 CMAR's profit.

1.10.6 CMAR's Fee shall not include any costs due to the fault or negligence of CMAR, subcontractors, anyone directly or indirectly employed by CMAR or subcontractors, or for whose acts CMAR or subcontractors may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good all damage to property not forming part of the work.

1.11 CMAR's General Conditions – The term "General Conditions" shall mean indirect costs incurred by CMAR in the proper performance of the work, and shall be itemized as a lump sum amount and billed based upon the percentage complete of the entire Work. Within the GMP limits established within the Construction Contract, OWNER agrees to reimburse CMAR for the General Conditions as defined herein.

1.11.1 Salaries of CMAR's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing jobsite functions while located at the principal office; including CMAR's project manager, project ARCHITECT, project coordinator, and project estimator.

1.11.2 Employee benefits and taxes including, but not limited to, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under CMAR's standard personnel policy, insofar as such costs are actually paid to employees of CMAR who are engaged in the Work.

1.11.3 Reasonable transportation, travel, and hotel expenses for CMAR's personnel incurred in connection with the Work.

1.11.4 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the specified field office(s).

1.11.5 Costs for reproduction, photographs, fax transmissions, long distance telephone calls, data processing services, postage, express delivery charges, on-site telephone service, and reasonable petty cash expenses at CMAR's field office.

1.11.6 Costs (including transportation and maintenance) of all materials, supplies, equipment, temporary facilities, and hand tools (not owned by workers) that are used or consumed in the performance of the Work by CMAR's employees listed above in this Article.

1.11.7 Costs of obtaining and using all water, power and fuel necessary for the Work, if not paid directly by OWNER.

1.11.8 Costs for removal of all generated non-hazardous substances, debris, and waste materials.

1.11.9 Costs incurred by CMAR due to any emergency affecting the safety of persons and/or property.

1.11.10 Costs related to CMAR's safety program.

1.11.11 Costs indirectly incurred in the performance of the Work or in connection with the Project, and not included in CMAR's Fee, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

1.12 Construction Change Directive (CCD) – A written directive to CMAR, signed by OWNER and ARCHITECT, which shall serve as formal and binding direction for CMAR to proceed with a defined change in the Work. The directive may be implemented when deemed necessary as an interim action until a Contract Change Order can be formally assessed and executed. Upon receipt of a CCD, CMAR shall promptly proceed with the directed changes.

1.13 Contract – The written agreement covering the Work to be performed. The awarded Contract shall include the Contract Documents as listed in Article 7 of the executed Construction Management At Risk Contract for Construction.

1.14 Contract Change Order (CCO) – The conforming document which formally establishes the total Contract value and/or Substantial Completion Date. A CCO is an amendment to the OWNER-CMAR Construction Contract and is a written order to CMAR signed by OWNER and CMAR, which is issued after the execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time.

1.15 Contract Change Request (CCR) – A formal request to OWNER, initiated by CMAR by submittal of a Request For Contract Change (RFCC), to propose a change to the Contract and, once approved, will authorize payment for the approved change.

1.16 Contract Control Schedule (CCS) – The schedule developed by CMAR designed to provide the control level guideline of contract execution for the duration of Contract.

1.17 Contract Item (Pay Item) – A specific unit of work for which a price is provided in the Contract.

1.18 Contract Sum – The total compensation payable to CMAR for performing the Work, subject to modification by Contract Change Order.

1.19 Contract Time – The number of calendar days stated in the proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.

1.20 CONSTRUCTION MANAGER AT RISK (CMAR) – The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the Work contracted and for payment of all legal debts pertaining to the Work who acts directly or through lawful agents or employees to complete the Work. CMAR is not responsible for providing, nor does CMAR control, the Project design and contents of the design documents.

1.21 Cost of the Work – The term "Cost of the Work" shall mean actual costs necessarily incurred by CMAR in the proper performance of the work. Within the GMP limits established within the Construction Contract, OWNER agrees to reimburse CMAR for the Cost of the Work as defined herein.

1.21.1 Wages paid for labor in the direct employ of CMAR in the performance of the Work. Labor rates, including fringe benefits, shall be in conformance with the applicable Prevailing Wage Rates as published by the Nevada State Labor Commission for this project.

1.21.2 Cost of all materials, supplies, and equipment incorporated in the Cost of the Work, including costs of certificates of inspection and testing, transportation, storage, and handling.

1.21.3 Costs of materials billed to OWNER in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess, billed materials, if any, shall be handed over to OWNER at the completion of the work or, at OWNER's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to OWNER as a deduction from the Cost of the Work.

1.21.4 Costs to receive, store and install any OWNER furnished equipment or materials as called for in this Contract.

1.21.5 Payments made by CMAR to the Subcontractors and suppliers for the Cost of the Work performed under the Contract.

1.21.6 Does not include the cost of fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming work for which reimbursement is excluded by CMAR Contract for Construction – Exhibit "A", Article 32.0 TESTING, or other provisions of the Contract Documents.

1.21.7 Rental charges for all necessary machinery and equipment, exclusive of hand tools owned by workers, used for the Work, whether rented from CMAR or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs at rates consistent with those prevailing in the area.

1.21.8 Sales, use, gross receipts or other taxes, tariffs or duties related to the Cost of the Work for which CMAR is liable.

1.21.9 All discounts for prompt payment, volume buying, all trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

1.21.10 Deposits lost for causes other than CMAR's fault or negligence.

1.22 Defective – Refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents or does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior final payment of the Contract.

1.23 Drainage System – The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the Project area.

1.24 Drawings – The official drawings or exact reproductions, approved by OWNER, which show the location, character, dimensions and details of the Project and the Work to be done and which are to be considered as part of the Contract.

1.25 Equipment – All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.26 Final Completion – When the Work in the Contract is complete in accordance the Contract Documents, as modified by any contract changes, and OWNER accepts the Work as being

complete.

1.27 Guaranteed Maximum Price (GMP) – An open-book contract where CMAR is compensated for actual costs incurred plus a fixed fee subject to a ceiling price. CMAR is responsible for cost overruns, unless the GMP has been increased via formal Contract Change Order (only as a result of additional scope from OWNER, not price overruns). Savings resulting from cost savings are split between OWNER and CMAR per Contract ARTICLE 4.

1.28 Jobsite – The location where construction activity is performed under this Contract.

1.29 Inspector – A representative of OWNER, assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the material furnished or being furnished by CMAR. The Inspector may be the Project Manager in certain circumstances.

1.30 Intention of Terms – Whenever, in these specifications or on the plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of OWNER is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to OWNER, subject in each case to the final determination of OWNER.

1.30.1 “At CMAR’S expense" or "to CMAR’s account" shall mean that the costs incurred by CMAR in performing any work or for furnishing any material or equipment will not be reimbursed by OWNER.

1.30.2 Any reference to a specific requirement of a numbered paragraph of the Technical Specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such reference.

1.31 Labor and Material Payment Bond – The approved form of security furnished by CMAR and its surety as a guaranty that it will pay in full all bills and accounts for materials and labor used in the construction of the Work.

1.32 Laboratory – The official testing laboratories of OWNER or such other laboratories as may be designated by OWNER.

1.33 Latent Defect – A hidden or concealed deficiency or fault in the Work, which OWNER, until its discovery, has no knowledge, or which, in the exercise of reasonable care, OWNER could have had no knowledge.

1.34 Materials – Any substance specified for use in the construction of the Work.

1.35 Milestone – A scheduled event signifying the completion of a deliverable or a related set of deliverables.

1.36 Mobilization – Preparatory work, furnishing required submittals and performing operations to commence project work, including but not limited to, all work necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment, sanitary, and other facilities, as required by the Contract, State and local laws and regulations.

1.37 Monthly Progress Pay Estimate – The means by which CMAR applies for and receives approval of its monthly payments for work accomplished to date.

1.38 Nevada Revised Statutes (NRS) – The current codified laws of the State of Nevada; for purposes of contractual obligations, this definition will encompass the Nevada Revised Statutes, the Statutes of Nevada and the Nevada Administrative Code (NAC).

1.39 Non-Compliance Reports (NCR) – The document that informs CMAR of any CMAR infraction of the Contract Documents that negatively affects cost, scheduling, or quality of work.

1.40 Notice of Award – A written notice to CMAR from OWNER notifying CMAR that a Contract for the Work now exists between OWNER and CMAR.

1.41 Notice To Proceed (NTP) – A written notice to CMAR to begin the actual Contract Work on a specified date. If applicable, the NTP shall state the date on which the Contract time begins.

1.42 OWNER – OWNER is Douglas County Board of Commissioners as represented by its designee. Where the word "approval" is mentioned, approval shall mean action by the Board of Commissioners or its Chief Financial Officer. The term OWNER shall also mean the contracting agency signatory to the Contract.

1.43 Pavement – The combined surface course, base course, and sub base course, if any, considered as a single unit.

1.44 Performance Bond – The approved form of security furnished by CMAR and its surety as a guaranty that CMAR will complete the Work in accordance with the terms of the Contract.

1.45 Project – The agreed scope of work with respect to referenced project name and Jobsite specified in the Contract.

1.46 Project Manager – The individual nominated by OWNER to act on behalf of OWNER for the day to day activities during the course of the Contract. However, Project Manager has limited authority, and cannot amend or alter the Contract in any manner, nor can Project Manager amend or alter any financial obligations of OWNER.

1.47 Proposal – A complete and properly signed offer to do the Work or designated portion thereof for the sums stipulated therein submitted in accordance with the Bidding Documents.

1.48 Punch List – A list, made near the Substantial Completion of the Work, that indicates items to be finished or the Work to be performed by CMAR or Subcontractor in order to complete the Work as specified in the Contract Documents.

1.49 Quantity Adjustment (QA) – This is a system for adjusting the estimated quantities displayed in the Bid Form (unit price contract), as a field count determines actual quantities.

1.50 Quantity Verification – The method by which CMAR quantifies the amount of work accomplished during the current billing period for a particular work activity.

1.51 Request for Contract Change (RFCC) – Formal method of notification to request a change in Contract scope.

1.52 Request for Information (RFI) – Formal means of requesting information/clarification regarding Contract requirements.

1.53 Samples – samples are physical examples furnished by CMAR to illustrate materials, equipment, finishes, or workmanship, and to establish standards by which the Work will be judged.

1.54 Structures – OWNER facilities such as culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; buildings; vaults; and, other manmade features of the Project that may be encountered in the Work and not otherwise classified herein.

1.55 Subcontractor means a person who:

1.55.1 Is licensed pursuant to the provisions of Chapter 624 of NRS or performs such work that he is not required to be licensed pursuant to Chapter 624 of NRS; and

1.55.2 Contracts with a CMAR, another Subcontractor or a supplier to provide labor, material or services for a construction project.

1.56 Subgrade – The soil that forms the pavement foundation.

1.57 Submittals and Shop Drawings – Submittals and shop drawings are drawings, diagrams, illustrations, performance charts, brochures, samples, and other data which are prepared by CMAR or any Subcontractor, manufacturer, supplier, or distributor which illustrate some portion of the Work.

1.58 Substantial Completion – The stage in the progress of the Work, or a designated portion thereof, when construction is sufficiently complete in accordance with the Contract Documents, so that OWNER can occupy and/or utilize the Work (or portion thereof) for its intended use.

1.59 Supplemental Agreement – A written agreement between CMAR and OWNER covering work that is requested by OWNER which is not related to the scope of the originally awarded Contract. The cost of this work shall be priced by CMAR in accordance with Article 12.0 - CHANGES.

1.60 Surety – The corporation, partnership, or individual, other than CMAR, executing a Bid Payment, Performance or Guaranty Bonds which are furnished to OWNER by CMAR.

1.61 Technical Specifications – A part of the Contract containing the written directions and requirements for completing the Work. Standards for specifying materials or testing, which are cited in the Technical Specifications by reference, shall have the same force and effect as if included in the Contract physically.

1.62 Work – Includes, but is not limited to the furnishing of all labor, materials, equipment, tools, supplies and incidentals and the installation of all materials and equipment necessary to fully and completely accomplish all duties and obligations imposed by the Contract.

1.63 Work Day – A working day shall be any day on which the normal working forces of CMAR may proceed with regular work for at least six (6) hours toward completion of the Contract.

2.0 CMAR BIDDING PROCEDURES

Before starting Work, CMAR shall document, and disclose to OWNER all bidding and contracting procedures utilized in negotiating with and contracting with the subcontractors and suppliers.

CMAR shall have obtained a minimum of three (3) bids on all items of Work unless a lesser number of bids is deemed acceptable and is approved by OWNER and allowable under Nevada Revised

Statute.

CMAR shall demonstrate to the satisfaction of OWNER that it has adequate previous experience on any Work that it intends to self-perform and shall also provide evidence that its proposed cost for such Work is lower than the other bids received for that Work.

CMAR duly acknowledges that it has complied with all applicable state laws governing bidding procedures associated with this project, and more specifically with a CMAR project as defined by Nevada Revised Statute.

3.0 AUTHORIZED REPRESENTATIVES

Before starting Work, CMAR shall designate a competent, authorized representative acceptable to OWNER to represent and act for CMAR and shall inform OWNER, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for CMAR and shall specify any and all limitations of such authority. CMAR shall keep OWNER informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of Work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to OWNER shall be made for any emergency work, which may be required. All notices, determinations, instructions and other communications given to the authorized representative of CMAR shall be binding upon CMAR.

Before starting Work, OWNER shall designate, in writing, a Project Manager to be the point of contact for OWNER. OWNER will notify CMAR in writing of the name of such representative, the representative's limits of authority and any subsequent changes. At all times when work is being performed under the Contract, there will be available a competent Project Manager who will have authority to act for OWNER within the scope of his authority, and to receive communications from CMAR.

4.0 CONTRACT EXECUTION

4.1 General:

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between OWNER and CMAR and supersedes all prior negotiations, representations or agreements, either written or oral.

The Contract shall not be binding on either OWNER or CMAR until OWNER-CMAR Construction Contract and the Performance and Payment Bonds have been properly executed and submitted, and OWNER-CMAR Construction Contract has been approved and signed by OWNER or its designated representative.

Execution of OWNER-CMAR Construction Contract shall constitute CMAR's representation, under penalty of perjury, that CMAR has carefully examined the contents of all Contract Documents, which it has read and understands the same, and specifically agrees to be bound thereby. Additionally, execution of OWNER-CMAR Construction Contract by CMAR shall represent that it has inspected the site, familiarized itself with all local conditions, laws, and regulations under which the Work is to be performed and has correlated this knowledge with the requirements of the Contract Documents.

The Contract Documents shall not be construed to create a contractual relationship of any kind between ARCHITECT and CMAR, between OWNER and a Subcontractor, or between any persons or entities other than OWNER and CMAR. ARCHITECT shall, however, have authority to act on behalf of OWNER, to the extent provided in the Contract Documents.

The laws of the State of Nevada and the applicable rules and regulations of its departments, agencies, and institutions shall govern the Project and the Work. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein, and the Contract shall be read and enforced as though such provision were included therein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be physically amended to make such insertion or correction.

The Contract Sum is the sum stated in OWNER-CMAR Construction Contract and is the total dollar amount payable by OWNER to CMAR for the complete and approved performance of the Work in strict accordance with the Contract Documents.

4.2 Laws and Regulations:

The Contract shall be administered and interpreted under the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Ninth Judicial District Court, Minden, Nevada for enforcement of this Contract. This Contract shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall remain in full force and effect.

CMAR and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CMAR shall immediately notify OWNER in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by OWNER as to the effect of such changes an adjustment in the compensation and/or time of performance will be made in accordance to Article 12.0 – CHANGES and Exhibit "B" – Compensation Conditions, Article 3.0 – PRICING OF CHANGES.

If CMAR discovers any discrepancy or inconsistency between this Contract and any law, ordinance, statute, rule, regulation, order or decree, CMAR shall immediately notify OWNER in writing.

4.3 Execution of the Contract:

CMAR is to execute two originals of the Contract, attach the Bonds and Certificates of Insurance and forward the same to OWNER.

If all the data submitted by CMAR under this Article is in accordance with the Contract Documents, OWNER shall have the Contract executed.

If CMAR fails to furnish all Bonds and Insurance Certificates within ten (10) days of the Notice of Award of Contract, OWNER reserves the right to reclassify CMAR's Proposal as non-responsive and OWNER may then bid the Contract per NRS 338.1696.

4.4 Bond Requirements:

4.4.1 CMAR shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as OWNER may prescribe in accordance with the provisions of NRS 339.025. Bonds may be

secured through CMAR's usual sources provided the surety must be authorized to do business in the State of Nevada.

4.4.2 Contract Required Bonds:

4.4.2.1 Labor and Material Payment Bond in the amount of 100% of the Contract price.

4.4.2.2 Performance Bond in the amount of 100% of the Contract price.

4.4.2.3 Sureties Agreement to provide Guaranty Bond in the amount of 100% of the Contract price upon Notice of Completion of the Work.

4.4.3 Form of Bonds:

4.4.3.1 The bonds shall be written on Performance Bond and Labor and Material Payment Bond Forms provided by OWNER.

4.4.3.2 CMAR shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

4.5 Signature Set of Contract Documents:
Prior to commencement of Work, a complete set of conformed Contract Documents shall be examined by CMAR and OWNER for accuracy. This set of documents shall then be bound and sealed. CMAR and OWNER shall sign and date a cover sheet that lists the contents of the bound and sealed package.

This set of signed conformed Contract Documents will be held by OWNER for use as reference in the event of any conflict arising from the Contract Documents. OWNER and CMAR shall both be present in the event the bound and sealed package is ever opened.

4.6 Pre-Construction Conference:
OWNER will call a Pre-Construction Conference prior to issuance of NTP to CMAR.

The purpose of the Pre-Construction Conference will be to review various requirements of the Contract Documents, including safety and security.

CMAR shall be represented at this meeting to include CMAR's Authorized Representative, Project Manager, Superintendent, Schedule Manager and Safety and Quality Representatives.

4.7 Pre-Activity Meetings:
CMAR shall conduct a separate, on-site meeting with each Subcontractor and/or CMAR personnel on work to be accomplished by CMAR direct hire forces prior to commencement of the activity for the purpose of reviewing the Contract Documents. If a Subcontractor is engaged in several work activities or if CMAR is engaged in several direct hire activities, a meeting shall be conducted for each activity. OWNER shall be invited to each meeting.

No CMAR or Subcontractor work activity shall be included in a monthly Progress Pay Estimate until the above meetings have taken place.

4.8 Notice to Proceed:
When all the preceding conditions of this Article have been fulfilled, OWNER will issue NTP

to CMAR.

5.0 POST-AWARD

CMAR shall include Exhibit "A" – General Conditions and Exhibit "B" – Compensation Conditions contained in Volume One of the Contract Documents in its contract with each Subcontractor working on this project.

CMAR shall not substitute any Subcontractor or person for a Subcontractor who is named in the Contract, unless:

(A) OWNER objects to the Subcontractor, requests in writing a change in the Subcontractor and pays any increase in costs resulting from the Change; or

(B) The substitution is approved by OWNER and is limited to the conditions allowed under state law. CMAR shall be responsible for any increase in costs as a result of such approved substitution.

CMAR shall re-issue the Disclosure of Ownership/Principals Form (Exhibit "C" – Addenda, ATTACHMENT 1 – DISCLOSURE OF OWNERSHIP FORM) if, at any time during the Contract period, there are changes to the form, i.e., individuals are added to, or taken off, the list.

CMAR shall ensure that all subcontractors hold a state business license issued pursuant to NRS Chapter 76 as required under NRS 338.072.

6.0 CONTRACT INTERPRETATION

All questions or disputes CMAR may have concerning interpretation or clarification for the acceptable fulfillment of this Contract, and all disputes applicable under Article 58.0 – TERMINATION FOR DEFAULT, Article 7.0 – DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DESCREPANCIES, or Article 22.0 – DIFFERING SITE CONDITIONS, shall be submitted immediately in writing to OWNER for resolution.

OWNER shall render a decision resolving the question or dispute (hereafter "resolution") within thirty (30) calendar days, after receipt of the submission from CMAR. The resolution shall be considered final and conclusive. CMAR is obligated to proceed in a timely manner with the resolution therein.

If CMAR does not agree with the resolution, CMAR shall proceed in accordance with Article 6.1 - Claims and Disputes.

OWNER may, in its discretion, issue to CMAR, a clarification to the Contract. CMAR is obligated to proceed in a timely manner with the clarification included therein.

If CMAR does not agree with the clarification, CMAR shall proceed in accordance with Article 6.1 - Claims and Disputes.

CMAR is solely responsible for submitting instructions or interpretations and is solely liable for any cost and/or expense arising from its failure to do so. At all times, CMAR shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and any resolution or clarification, pending conclusion of any dispute.

6.1 Claims and Disputes

If CMAR disagrees with any resolution or clarification made by OWNER; if CMAR decides that work has been undertaken or cost has been incurred, that is outside scope of work of the

Contract, CMAR shall file a claim with OWNER within thirty (30) calendar days after the resolution or clarification was rendered, or the work or cost was undertaken by CMAR.

All claims presented by CMAR shall include the following documentation in support of claims:

6.1.1 Specific provisions of the Contract that are pertinent to the claim.

6.1.2 A full description of the claim, with a narrative to support CMAR's position.

6.1.3 All costs associated with the claim shall be detailed as in Article 12.0 – CHANGES and Exhibit "B" Compensation Conditions, Article 3.0 – PRICING OF CHANGES.

6.1.4 All time extensions associated with claim shall be detailed as in Article 12.0 – CHANGES and Exhibit "B" Compensation Conditions, Article 3.0 – PRICING OF CHANGES.

6.1.5 Supporting documentation to substantiate claim, including schedules, graphs, charts, photographs and any other pertinent documentation or information.

6.2 Failure by CMAR to furnish all preceding data or to file Claim within specified thirty (30) calendar days shall constitute a waiver of claim by CMAR.

6.3 OWNER shall have thirty (30) calendar days after receipt of the claim, to respond to CMAR. OWNER response shall be considered final and conclusive unless CMAR files a written appeal to OWNER within thirty (30) calendar days of receipt of the response. CMAR's appeal shall state clearly and in detail the basis thereof.

6.4 OWNER shall consider CMAR's appeal and render a final decision thereon within thirty (30) calendar days of receipt of CMAR's appeal. If OWNER's final decision is not acceptable to CMAR, the matter shall be resolved through good faith negotiations between both parties. If, through good faith negotiations, the claim is not resolved within thirty (30) calendar days after OWNER's final decision, either Party may request mediation before any party commences litigation.

6.5 Any and all disputes of any kind that may arise between OWNER and CMAR under the Contract Documents that cannot initially be resolved to the satisfaction of both parties shall be submitted first to mediation to be conducted in a location that is agreeable to both parties utilizing the services of a mediator who is acceptable to both parties. All fees of the mediator and related costs associated with mediation shall be split and paid equally by the parties.

6.6 Any disputes that remain unresolved after mediation may only be litigated in a court with appropriate Jurisdiction (i.e. District Court or Justice Court) that is located in Douglas County, Nevada.

7.0 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DESCREPANCIES

Any conflicts or discrepancies, errors or omissions among the various Contract Documents shall be submitted immediately by CMAR to OWNER for clarification, under Article 6.0 – CONTRACT INTERPRETATION, and such clarification by OWNER shall be final. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by CMAR prior to clarification shall be at CMAR's risk and expense.

Local code requirements shall be standard except where the drawings and specifications dictate a more stringent requirement. Where conflicts exist, the most stringent requirements shall apply.

8.0 INSURANCE

8.1 During the term of this Contract, CMAR shall provide insurance as follows:

8.1.1 WORKERS' COMPENSATION

8.1.1.1 CMAR shall maintain workers' compensation and employers liability insurance for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable.

8.1.1.2 CMAR shall maintain statutory limits of state industrial and occupational disease insurance for employees engaged on or at the site of the project in accordance with Chapters 616A to 616D, inclusive, and 617 of Nevada Revised Statutes.

8.1.1.3 The commercial umbrella and/or employers liability limits shall not be less than **$1,000,000** each accident for bodily injury by accident or **$1,000,000** each employee for bodily injury by disease.

8.1.1.4 CMAR waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by CMAR pursuant to Section 8.2.3 of this agreement.

The policy shall include an endorsement waiving the insurance company's rights of subrogation against the Owner. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13.

8.1.2 AUTOMOBILE LIABILITY

8.1.2.1 CMAR shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 combined single limit of liability for bodily injury and property damage each accident.

8.1.2.2 Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

8.1.2.3 Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

8.1.2.4 CMAR waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CMAR pursuant to this Agreement.

8.1.3 COMMERCIAL GENERAL LIABILITY

8.1.3.1 CMAR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with total limits of not less than **$7,000,000** each occurrence and **$9,000,000** general aggregate.

8.1.3.2 If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

8.1.3.3 GL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors and subcontractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

8.1.3.4 Additional Insured:

8.1.3.4.1 Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 11/85 or a substitute providing equivalent coverage, and under the commercial umbrella, if any; OR

8.1.3.4.2 Owner shall be included as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for Owner with respect to liability arising out of the completed operations of CMAR.

8.1.3.5 Completed operations coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in Section 1.62 of this contract.

8.1.3.6 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner.

8.1.3.7 The status of Owner as an insured under a CGL obtained in compliance with Section 8.1.3.4 of this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to Owner.

8.1.3.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.

8.1.3.9 Electronic Data Liability:

8.1.3.9.1 CMAR shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than $1,000,000.

8.1.4 POLLUTION LIABILITY

8.1.4.1 CMAR shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents that arise from the operations of the CMAR described under the scope of services of this contract.

8.1.4.2 Insurance as required above shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $1,000,000 per claim, with an annual aggregate of at least $2,000,000.

8.1.4.3 The policy of insurance as required above shall include as an additional insured the Owner, its subsidiaries, officers, and employees.

8.1.4.4 If coverage as required above is written on a claims-made basis, the CMAR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

8.1.4.5 If the scope of services as defined in this contract includes the disposal of any hazardous or nonhazardous materials from the job site, the CMAR must furnish to the Owner evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Owner under this paragraph 1.7 must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $2,000,000.

8.1.5 PROFESSIONAL LIABILTIY / ERRORS & OMISSIONS

8.1.5.1 CMAR shall obtain Professional Liability Insurance when COUNTY is the beneficiary of the CMAR's service or advice. This coverage focuses on alleged failure to perform on the part of, financial loss caused by, and error or omission in the service or product sold by the CMAR. These are potential causes for legal action that would not be covered by a more general liability insurance policy which addresses more direct forms of harm.

8.1.5.2 CMAR shall maintain professional liability (errors & omissions) insurance with total limits of not less than $3,000,000 each claim or wrongful act.

8.1.5.3 Professional liability insurance shall cover liability arising out of wrongful acts, including any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission committed solely in connection with the CMAR's professional services.

8.1.5.4 If professional liability insurance is written on a claims-made or claims-made and reported coverage form, any Retroactive or Pending & Prior Exclusion Dates shall be prior to the effective date of any services provided under this Agreement.

8.1.5.5 CMAR will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of the construction of the project unless waived by the Owner.

8.1.5.6 In the event that the CMAR goes out of business during the term of this Agreement or the three (3) year period described above, CMAR shall purchase at the request and expense of the Owner, if available, Extended Reporting Coverage for claims arising out of the CMAR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

8.1.6 BUILDERS RISK

8.1.6.1 Owner is responsible to obtain Builders Risk insurance for any project equal to or less than $5,000,000. CMAR shall obtain insurance of the types and in the amounts described below for any projects over $5,000,000.

8.1.6.2 CMAR shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum plus anysubsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. CONTRACTOR shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum plus any subsequent modifications of the contract sum through Change Orders. The insurance shall apply on a replacement cost basis.

8.1.6.3 The insurance as required above shall, at a minimum, cover the causes of loss insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error.

8.1.6.4 The insurance as required above shall name as insureds the Owner, CMAR, and all subcontractors and sub-subcontractors in the work.

8.1.6.5 The insurance policy shall contain a provision that the insurance will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner.

8.1.6.6 The insurance as required above shall cover the entire work at the site identified in Sections 1.28 and 1.45 including reasonable compensation for ARCHITECTs' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

8.1.6.7 CMAR shall purchase and maintain equipment breakdown/boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation and until final acceptance by Owner. This insurance shall name as insureds Owner, CMAR, and all subcontractors and sub-subcontractors in the work.

8.1.6.8 Any deductible applicable to the insurance purchased by CMAR in compliance with these requirements shall be identified in the contract documents and responsibility for paying the part of any loss not covered because of the operation of such deductibles shall be apportioned among the contracting parties in accordance with Section 8.1.6.9 below. If any part of a loss is not covered because of the application of a deductible amount not identified in the contract documents, such loss shall be paid by CMAR.

8.1.6.9 With respect to deductibles identified in the contract documents and applicable to insurance as required in Section 8.1.6.8 the following apportionment of loss not insured because of the application of such deductibles shall be made:

8.1.6.9.1 Any insured other than Owner making claim to which a deductible applies shall be responsible for 100% percent of the loss not insured because of the deductible, and Owner shall pay to the insured the remaining 0% percent of the loss not insured because of the deductible.

8.1.6.10 The insurance as required in Section 8.1.6 shall be maintained in effect, unless otherwise provided for in the contract documents, until the earliest of the following dates:

8.1.6.10.1 The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; OR

8.1.6.10.2 The date on which final payment has been made; OR

8.1.6.10.3 The date on which the insurable interests in the property of all insureds other than Owner have ceased.

8.1.6.11 Before the commencement of work, CMAR shall provide to Owner a copy of the insurance policy obtained in compliance with an accurate summary of the policy's coverages, conditions, exclusions, and endorsements before work begins, and a copy of the policy itself within 10 days after receipt by the CMAR.

8.1.6.12 If Owner is damaged by the failure of CMAR to maintain insurance as require, then CMAR shall bear all reasonable costs properly attributable to that failure.

8.1.6.13 Waiver of Subrogation:

8.1.6.13.1 Owner and CMAR waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builders risk insurance purchased pursuant to the requirements of this agreement, or any other property insurance applicable to the work.

8.1.6.13.2 If the builders risk insurance and other property insurance policies purchased as required above do not allow the insured to waive rights of recovery against others prior to loss, CMAR shall cause them to be endorsed with a waiver of subrogation as required above.

8.1.6.13.3 Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance as required in this agreement have consented to such partial occupancy or use.

8.1.6.13.4 Owner and CMAR shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

8.2 GENERAL REQUIREMENTS

8.2.1 Evidence of Insurance: Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CMAR shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

8.2.2 Subcontractors' Insurance: CMAR shall cause each subcontractor employed by CMAR to purchase and maintain insurance of the type specified above. When requested by Owner. CMAR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

8.2.3 OWNER and CMAR waive all rights against each other and any of their subcontractors, agents, employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have the proceeds of such insurance held by OWNER as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

8.2.4 All insurance shall be on an occurrence basis and not a claims-made basis, except for professional liability/errors & omissions.

8.2.5 All required insurance coverage as stated herein will be evidenced by a current ACORD Form 25 Certificate(s) of Insurance; such Certificates will include, but will not be limited to, the following:

8.2.5.1 All Certificates for each insurance policy are to be signed by a person authorized by that insurer.

8.2.5.2 Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. The insurance companies must have a Best's Rating of at least A- VII or better in the latest edition of Best's Insurance Reports. The

adequacy of the insurance supplied by CMAR (or its Subcontractors) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.

8.2.5.3 Said policies, except Worker's Compensation and Professional Liability, shall name OWNER, its agents, employees, and members of the Board as additional insureds. The policies will be primary and any other insurance carried by OWNER and/or CONTRACTOR shall be excess and not contributing therewith.

8.2.5.4 Each insurance policy supplied by CMAR (or its Subcontractors) must be endorsed to provide that the coverage will not be canceled or materially changed without prior written notice to OWNER. CMAR shall provide written notice by mail of any material change, suspension, voiding or reduction in coverage or in limits, of any insurance policy, which provides coverage required by this Contract. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.

8.2.5.5 CMAR (or its Subcontractors) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of CMAR's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

8.2.5.6 CMAR (or its Subcontractors) will furnish renewal certificates for the same minimum coverage's as required by this Contract. The notice for renewal will be submitted forty-five (45) days in advance of the expiration date shown on the Certificate of Insurance. A second request will be mailed if the Certificate is not received within ten (10) days. If, within twenty (20) days from the date of notice of renewal, the Certificate has still not been provided, OWNER may declare CMAR (or its subcontractors) in default of its obligations under this Article.

8.2.5.7 All deductibles and self-insured retentions will be fully disclosed in the Certificates of Insurance. CMAR (or its Subcontractors) is responsible for any deductible or self-insured retention contained within the insurance program.

8.3 Absence of Insurance:
In the event CMAR fails to provide OWNER with the insurance described in Articles 8.1 and 8.2, no work shall commence on the contract site. If the coverage required by CMAR is canceled, all Work on the contract site shall stop immediately, until the problem is resolved.

8.4 Payment of Builders Risk Deductibles:

8.4.1 When Owner is carrying Builders Risk Insurance, if a loss is caused by CMAR (or its Subcontractors), CMAR will be responsible for payment of the deductible per each occurrence of a loss as follows:

8.4.1.1 If arising out of direct damage to property under course of construction or installation, whether or not insured by OWNER, the first $10,000.

8.4.1.2 If arising out of direct damage to property under course of construction or installation, whether or not insured by OWNER for perils of FLOOD and EARTH MOVEMENT, the first $100,000.

8.4.1.3 If arising out of property damage liability, including loss of use thereof, the first $5,000.

8.4.2 All deductibles as noted in Sections 8.4.1.1 through 8.4.1.3 shall be paid by CMAR, directly to OWNER.

8.5 Claim Reporting:
CMAR shall immediately report any incident or claim, no later than twenty-four (24) hours after occurrence, to OWNER.

8.6 Costs and Markups for Insurance Claims:
All costs and markups for work performed by CMAR, on insurance claims, as noted in this General Condition, shall be in accord with all the requirements of Article 12.0 - CHANGES.

8.7 Familiarity with Coverages:
It is CMAR's responsibility to familiarize itself with the coverages described in this General Condition.

8.8 OWNER's Insurance:
OWNER will be responsible for purchasing and maintaining, at its option, its own additional liability insurance and may purchase and maintain such insurance as will protect OWNER against claims that may arise from operations under the Contract Documents.

9.0 OWNER'S RESPONSIBILITIES

OWNER will provide general administration of the Contract provided that such general administration shall not relieve CMAR of complete responsibility for the means and methods of construction and performance of the Work in accordance with the Contract Documents.

OWNER shall furnish site surveys describing the topography and physical characteristics, legal limits, and utility locations for the Project site.

Information or services under OWNER'S control shall be furnished by OWNER within a reasonable time to avoid delays in the orderly progress of the Work.

Prior to the start of construction, OWNER shall obtain all land and rights-of-way necessary for the carrying out and completion of the Work

10.0 CONTRACT TIME

The date of commencement of the Work is the date established in the NTP letter issued by OWNER, or the date of the permit(s) – whichever is later. No Work shall be done at the project site prior to this date unless specifically directed by OWNER with the exception of mobilization and temporary utilities

upon OWNER's approval.

CMAR shall begin the Work on the starting date established in the NTP letter. It shall perform the Work expeditiously with adequate forces and shall complete the Work within the Contract Time.

Normal working days are considered to be Monday through Friday, excluding holidays, between the hours of 7:00 am and 5:00 pm, or per Ordinance, Regulation, Rule or other restriction applicable to the Project Site and subject to approval by Project Manager. CMAR shall submit to OWNER its proposed working schedule for approval before commencing Work. If CMAR desires to work on any weekend day, holiday, during any other hours of the day, or change its originally approved working schedule, it shall request and obtain OWNER's written approval at least 5 days in advance of the requested deviation.

CMAR acknowledges that it has had the opportunity to review and familiarize itself with all Rules, Regulations and Restrictions that might impact project timing (including without limitation those Rules imposed by TRPA on the digging season in the Lake Tahoe Basin). CMAR has accounted for such limitations in the calculation and submission of its GMP and will not be entitled to any time or cost adjustments as a result of such limitations.

OWNER reserves the right to stop CMAR activities during holidays or emergencies. OWNER reserves the right to vary or reduce the primary shift hours to accommodate special requests of the users of the Jobsite. OWNER reserves the sole right to determine the definition of a special request. CMAR shall use all reasonable means available to minimize demolition/construction noise generated through performance of the Work. OWNER reserves the right to temporarily suspend and reschedule performance of the Work should an adverse impact to OWNER's use of the jobsite be experienced as a result of excess noise.

It is expressly understood and agreed that the Contract Time is a reasonable and acceptable time for completion of the Work considering the requirements of the Contract Documents, the type and scope of the Project, and the usual industrial and labor conditions prevailing in the locality of the Project.

It is expressly understood and agreed that the Contract Time includes adequate time to allow for usual weather delays considering the climatic conditions in the area of the Project. No adjustments to the Contract Time will be allowed on the account of usual variations in weather. CMAR shall include adequate float or other allowance in construction schedule to accommodate weather conditions that may be associated with weather dependent Work.

The Contract Sum is based on the Contract Time specified in the OWNER-CMAR Construction Contract and shall not be based on an early completion schedule. No additional compensation shall be granted to CMAR for delays to an early completion schedule and any such claim is hereby waived.

11.0 CONSTRUCTION SCHEDULE AND DATA

Within thirty (30) days after issuance of the NTP and prior to issuing any progress payment application, CMAR shall submit a construction schedule to OWNER and ARCHITECT for review. The schedule must be satisfactory to OWNER and ARCHITECT before the first payment application will be accepted. The schedule shall not exceed the Contract Time, shall be revised at appropriate intervals as required by the progress and conditions of the Work, and shall provide for performance and completion of the Project in accordance with the Contract Documents.

The construction schedule shall be organized to show progress for each trade and operation. As a minimum, the schedule shall show the order in which CMAR proposes to perform the Work, with the proposed starting and completion dates, and with available float for each activity of the Work. Activities which constitute critical path portions of the Work shall be clearly identified as such. The

schedule will include procurement and delivery of major equipment and long lead items. The schedule will show testing, commissioning and training on equipment and systems. The schedule shall be promptly updated as necessary to reflect the Work required to implement each CCO and/or change in the Work. The schedule shall also include reasonable and orderly dates for issuance of all required submittals, allowing for reasonable notice and staged delivery of submittals to ARCHITECT.

OWNER may request CMAR to finish a section in which the Work is in progress before Work is started on any additional sections if the opening of such section is essential to OWNER convenience which may require a mutually agreed to adjustment in the construction schedule.

CMAR shall not disrupt any OWNER Operations unless agreed to in the approved schedule. Interface with OWNER Operations is integral to the successful performance of this Contract. CMAR shall not proceed with any portion of the Work without approved schedules and Work Plans in place. In addition, for any Work that is not outlined in the approved schedule, CMAR shall provide OWNER with seventy-two (72) hour notice prior to performance of any Contract Work that will impact OWNER Operations.

CMAR shall utilize a form of project planner software acceptable to OWNER in writing, to create and manage the construction schedule. Submitted schedules and associated data shall be provided in both hard copy and electronic file format. Upon written request by OWNER, CMAR shall provide prompt responses to any questions regarding reasons or causes for changes to the construction schedule.

If requested by OWNER, CMAR shall submit a current/updated construction schedule with each Progress Payment Application. If requested by OWNER it shall also include a brief narrative explaining if CMAR is on schedule and, if not, provide a recovery schedule for review by OWNER and ARCHITECT. The recovery schedule shall identify how CMAR proposes, at its sole expense, to overcome the associated delays and complete the Work within the Contract Time. Failure by CMAR to provide a current construction schedule when requested by OWNER shall be justification for OWNER to withhold value of uncompleted requirements.

12.0 CHANGES

12.1 Changes in the Work - General

12.1.1 OWNER's Project Manager and ARCHITECT shall have authority to order changes in the Work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be binding on CMAR.

12.1.2 OWNER, without invalidating the Contract, may order changes in the Work utilizing a CCD with the Contract Sum and/or the Contract Time being adjusted as deemed appropriate. CMAR shall comply with the provisions of Section 12.1.3 in the event that CMAR believes that a CCD has a potential impact on the Work.

12.1.3 Should any event or circumstance occur that CMAR believes may constitute a change in the Work entitling CMAR to an adjustment to the Contract Sum or the Contract Time, CMAR shall issue written notice and a request for a CCO to OWNER within five (5) days of the occurrence of such event or circumstance. Such written notice shall be issued by CMAR for any event or circumstance that CMAR knows, or should have known, to have a potential impact on the Work. The request shall describe in detail the related causes and any potential impact to the Work. CMAR shall also identify any anticipated adjustment to the Contract Sum and/or to the Contract Time as a result of such impact. Failure to submit such written notice and a request within the time stipulated and with the information required by this Article shall constitute a waiver by CMAR of the right to a CCO.

12.1.4 CMAR shall not proceed with changes to the Work without a CCD or a CCO. If CMAR proceeds with changes to the Work without proper written approval, it does so at its own risk.

12.1.5 Execution of a CCO shall be considered complete and final adjustment of the Contract Sum and the Contract Time and represents complete and final resolution of all matters related to, or arising out of, the CCO. Execution of a CCO by CMAR, or acceptance of payment by CMAR constitutes a complete waiver and release of all direct, indirect, consequential and impact costs and damages related to, or resulting from that CCO and its effect, if any, on unchanged Work, including, but not limited to jobsite overhead, home office overhead, interest or carrying charges on CMAR's investment, expenses arising from cost of capital, or for loss of use of, or under-utilization of labor, equipment, or facilities. The execution of each CCO, or acceptance of payment by CMAR shall constitute a full and complete settlement for all claims CMAR may have against OWNER for any damages and/or increased costs as a result of any delay, acceleration, hindrance, disruption, inefficiency, or other interference related to the CCO, and all previous CCOs. In estimating the effect of changes upon the cost of its Work and Schedule, CMAR shall ensure that he has properly accounted for all cost and time impacts and shall not later make any claim for reimbursement of impact costs allegedly resulting from the number, nature, or extent of CCOs. CMAR may not reserve the right to make further claims with regard to any executed CCO. Any attempt by CMAR to reserve such a right shall be considered invalid and unenforceable.

12.1.6 All requests for changes in the Work shall be submitted to OWNER and ARCHITECT in sufficient detail to allow a complete analysis of all proposed costs. CMAR shall, upon request by OWNER or ARCHITECT, submit invoices for materials and equipment utilized in CCO Work. Labor rates, including fringe benefits, shall be in conformance with the applicable Prevailing Wage Rates for this Project.

12.1.7 CMAR shall, upon request by OWNER or ARCHITECT, submit detailed rationale and justification for labor rates utilized in CCO Work.

12.1.8 CMAR will not be entitled to a CCO for any Work that reasonably could have or should have been identified as necessary during CMAR's participation in the design review process as defined in the OWNER-CMAR Pre-Construction Agreement.

12.2 Changes in the Work – Emergency

12.2.1 OWNER will issue written orders to CMAR for any changes provided that in the event of an emergency which OWNER determines endangers life or property, OWNER may issue oral orders to CMAR for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work.

12.2.2 CMAR shall commence such changed work so that all the dates set forth in CMAR's current construction schedule as approved by OWNER will be met, provided that in the event of an emergency which OWNER determines endangers life or property, CMAR shall commence such change as required by OWNER. Failure to commence any such change in a timely fashion shall entitle OWNER to invoke the provisions of Article 58.0 – TERMINATION FOR DEFAULT.

12.2.3 If CMAR intends to assert a proposal for an equitable adjustment under this clause,

it must within ten (10) calendar days after receipt of notification of such change, as provided for in Article 12.1, provide written notification of such intent and within a further thirty (30) calendar days, pursuant to Exhibit "B" – Compensation Conditions Article 3.0, PRICING OF CHANGES, submit to OWNER a written proposal setting forth the nature, schedule impact, and pricing in sufficient detail to permit thorough analysis and negotiation.

12.2.4 Any delay by CMAR in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection of the proposal.

12.3 Contract Time Extensions

An extension in the Contract Time for a delay will be allowed only in the case that a full normal working day is lost. Delays will not be allowed for lost partial days or for lost non-working days.

All requests by CMAR for extensions of the Contract Time due to delays to the Work shall be made in writing to OWNER and ARCHITECT within five (5) calendar days after the start of the delay. Each CCO request shall describe in detail the event or events causing the delay, any related causes, and any impact to the Work. Failure to submit such requests within the stipulated time and with the information required by this paragraph shall constitute a waiver by CMAR of the right to an extension of the Contract Time on the basis of this event or issue.

If CMAR is delayed at any time in the progress of the Work by any act or neglect that is solely attributable to OWNER or ARCHITECT, or by any employee of either, by any separate contractor employed by OWNER, or by circumstances that are agreed to be beyond the control and without the fault of CMAR and its Subcontractors and suppliers, the Contract Time may be extended by CCO for such reasonable time as OWNER may determine.

CMAR may be entitled to compensation or damages from OWNER because of justifiable delay caused by OWNER, ARCHITECT, or any person working for either of them. OWNER may compensate CMAR for any damages resulting from any affirmative, willful act in bad faith performed by OWNER or its employees which unreasonably interferes with CMAR's ability to complete the Work within the Contract Time.

For cumulative delays that total five (5) days, CMAR may request an additional two (2) days to account for the associated non-working weekend days. Should CMAR request and be allowed a time extension which causes the Contract Time to end on a non-working day (on a weekend day or a holiday) the nonworking day(s) may be added to the Contract Time such that the Contract Time ends on a working day.

Extensions to the Contract Time will not be allowed for delays that do not affect the critical path for completion of the Work.

Extensions to the Contract Time will not be allowed for delays which could have been or may have been avoided by the exercise of care, prudence, foresight, and/or diligence by CMAR, or for delays resulting from correction of Work rejected as defective or as failing to conform to the Contract Documents. If the performance of such changes would result in an increase or decrease in the time required for completion of Work as shown on CMAR's approved construction schedule, CMAR shall revise the schedule to reflect the increase or decrease and submit such revised schedule to OWNER.

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12.4 Force Majeure:

Neither party shall be deemed to be in violation of this Contract if it is prevented from

performing any of its obligations hereunder due to unforeseeable strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires of unforeseeable duration or magnitude, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. If applicable, CMAR may then submit claim for contract time extensions per Article 12. Contract time extensions will be CMAR's sole remedy hereunder; CMAR will not be entitled to Cost increases.

12.5 Payment for Changes:
It is expressly understood that no payment for change work will be made until the price of the change work has been approved by OWNER. Once approved, the price of the change work shall be added to the schedule of values and when the Work is completed, payment shall be included in CMAR's next Progress Pay Estimate, all in accordance with Exhibit "B" – Compensation Conditions, Article 5.0 – PROGRESS PAYMENT APPLICATIONS.

12.6 CMAR's Certification of Claims:
CMAR shall provide the following certification signed by an authorized representative of CMAR with respect to any Claim for adjustment in the Contract Price:

> "I certify that this claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment in the Contract Price for which I believe OWNER is liable; that I understand Nevada law imposes liability for damages and civil penalties for knowingly presenting or causing to be presented a false claim for payment or approval or knowingly making or using, or causing to be made or used, a false record or statement to obtain payment or approval of a false claim; and that I am duly authorized to certify this claim on behalf of CMAR."

Except as otherwise provide by law and notwithstanding any other provision contained in the Contract Documents to the contrary, either state or federal courts which are located in Nevada will have exclusive jurisdiction over any dispute, claim or question involving an allegation of a false claim and such dispute, claim or question will not be subject to arbitration.

13.0 PROGRESS

CMAR shall give OWNER full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, CMAR's actual progress is inadequate to meet the requirements of the Contract, OWNER may so notify CMAR who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by OWNER, CMAR does not improve performance to meet the currently approved contract construction schedule, OWNER may require an increase in CMAR's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to OWNER. Neither such notice by OWNER nor OWNER's failure to issue such notice shall relieve CMAR of its obligation to achieve the quality of work and rate of progress required by the Contract.

Failure of CMAR to comply with the instructions of OWNER may be grounds for determination by OWNER that CMAR is not prosecuting its work with such diligence as will assure completion within the times specified. Upon such determination, OWNER may terminate CMAR's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable

provisions of this contract.

14.0 CONSTRUCTION PROGRESS MEETINGS

CMAR shall, as requested by OWNER, attend any and all meetings required by OWNER to discuss the Work under the Contract. Such meetings shall be conducted by Project Manager and recorded by CMAR with minutes of each meeting distributed to OWNER and ARCHITECT.

14.1 Pre-Construction Conference:
As soon as practicable after award of Contract and prior to commencing any work, a pre-construction conference will be arranged. The purpose of said conference is to determine procedures related to smooth progress of the project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established.

15.0 SUBCONTRACTORS

After submitting the required Subcontractor information to OWNER, CMAR shall not contract with any other Subcontractor nor change Subcontractors without proper justification and without the prior written approval of OWNER.

CMAR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to CMAR by the terms of the General Conditions and the other Contract Documents. These provisions shall include, but shall not be limited to, the following:

15.1 Require that the Subcontractor's Work be performed in accordance with the requirements of the Contract Documents and be guaranteed for a period of one year after the date of Substantial Completion, or as may be required in the Contract Documents.

15.2 Require that the Subcontractor's Work be performed in accordance with CMAR's construction schedule to ensure completion within the Contract Time.

15.3 Require that all claims by the Subcontractor for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to CMAR in the time and manner provided in the Contract Documents for like claims by CMAR upon OWNER

CMAR shall pay each Subcontractor, within ten (10) calendar days after receipt of payment from OWNER, an amount equal to the percentage of completion allowed to CMAR on account of each Subcontractor's Work. CMAR shall also require that each Subcontractor make similar payments to each Sub-subcontractor.

CMAR shall be as fully responsible to OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of the persons directly employed by them. If, through acts or neglect on the part of CMAR, any Subcontractor suffers loss or damage, CMAR agrees to settle with such Subcontractor. If such Subcontractor asserts any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CMAR, who shall indemnify, hold harmless, and defend OWNER against any such claim.

If CMAR fails to make appropriate payments to any Subcontractor, workers, or supplier, then OWNER may pay unpaid bills (unless CMAR has justification to withhold payment or if there is a substantiated claim by CMAR against such Subcontractor, worker, or supplier) and/or withhold from CMAR's unpaid compensation a sum of money deemed reasonably sufficient to reimburse OWNER or pay

any and all such claims until satisfactory evidence is furnished that all such liabilities have been fully discharged by CMAR, but in no event shall the provisions of this paragraph be construed to impose any obligations upon OWNER to CMAR, its Surety, Subcontractors, workers, or suppliers. In paying any unpaid bills of CMAR, OWNER shall be deemed the agent of CMAR, and any payment so made by OWNER, shall be considered as a payment made under the Contract by OWNER to CMAR, and OWNER shall not be liable to CMAR for any such payment made in good faith.

CMAR shall be responsible for the proper distribution of all insurance recoveries resulting from an insured loss under the Contract.

OWNER may upon request, furnish to any Subcontractor or supplier, information regarding payments to CMAR on account of Work done by such Subcontractor or supplier.

Neither OWNER nor ARCHITECT shall have any obligation to pay or to see to the payment of any monies to any Subcontractor, worker, or supplier, except as may otherwise be required by law.

16.0 LABOR, PERSONNEL AND WORK RULES

CMAR shall employ only competent and skilled personnel to perform the Work. CMAR shall, if requested to do so by OWNER, remove from the Jobsite any personnel of CMAR whom OWNER determines unfit or acting or working in violation of any provision of this Contract.

CMAR shall comply with and shall cooperate with OWNER in enforcing Jobsite conditions and job work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

All CMAR personnel shall wear a CMAR company badge when on the Jobsite.

CMAR and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring, and discrimination, including Chapter 338 of the Nevada Revised Statutes, which is entitled "Public Works and Planning". CMAR shall ensure that all employees on the Work are paid in accordance with entitled Prevailing Wage Rates as approved by the State Labor Commissioner for Douglas County, Nevada and the minimum Federal Wage Scale as determined by the Secretary of Labor, as displayed in this Contract. All work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to OWNER.

CMAR shall comply with the Copeland Anti Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each CMAR or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

CMAR shall comply with the provisions of NRS 338.130 – Preferential employment in construction of public works. If the provisions of this Article are not complied with by CMAR, the Contract is void.

17.0 NEVADA PREVAILING WAGE RATES

17.1 This work will be performed using the Prevailing Wage Rates for Public Works, State of Nevada, as approved by the State of Nevada Labor Commissioner.

17.2 Prevailing Wage Rates for Public Works will be published only once each year. If a wage determination expires between Bid opening and the award of a Contract for a Public Works Project, the Labor Commissioner, upon written notification of that fact, will allow the Prevailing Wage Rates used in the Contract to be used for the duration of the project, as long as such action is not contrary to the general public interest (N.A.C. 338.040).

17.3 For a current list of Prevailing Wage Rates for Public Works, contact:

Office of Labor Commissioner
675 Fairview Drive, Suite 226
Carson City, Nevada 89701
(775) 687-4850

17.4 CMAR shall ensure that all employees on the Work are paid in accordance with the current Prevailing Wage Rates for Public Works as approved by the State Labor Commission for Douglas County, Nevada, whenever the actual value of the Contract totals $100,000.00 or more.

17.5 CMAR shall be aware that NRS 338.010 through NRS 338.090 covers use of Nevada Prevailing Wage Rates on Public Works Projects. In particular, CMAR shall be aware of NRS 338.060 and 338.070, which cover forfeit penalties against CMAR if any workman is paid less than the designated wage rate. The forfeit penalty can be $20.00 to $50.00 for each workman employed for each calendar day or portion thereof that the workman is paid less than the designated rate for any work done under this Contract. This includes all Subcontractors.

18.0 CERTIFIED PAYROLLS

CMAR and each of its Subcontractors shall maintain records for each worker employed by CMAR or its Subcontractors in connection with this Contract in accordance with NRS 338.070. CMAR shall furnish OWNER with one (1) copy of State of Nevada Weekly Wage and Hour Report of Public Work Contractors no later than one (1) week after the end of the month. CMAR shall include all reports for its subcontractors in this monthly submittal.

19.0 PERMITS AND FEES

CMAR shall be responsible for coordination and obtaining of any and all permits paid by OWNER and certificates, required by the relevant regulatory agencies, applicable to constructing and, upon completion, utilization of this facility by OWNER including: Plan Check fee(s), Building Permit(s), Grading Permit(s), Drainage/Flood Control Permit(s), Electrical Permit(s), Mechanical Permit(s), Plumbing Permit(s), Dust Control Permit(s), Fire Protection Permit(s), Water/Sanitation Connection Fee(s), Temporary Occupancy Certificate(s), Permanent Occupancy Certificate, or Security Deposits.

20.0 TAXES

CMAR shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. CMAR shall make any and all payroll deductions required by law. CMAR shall defend, indemnify and hold OWNER harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

21.0 SITE CONDITIONS

21.1 CMAR shall have the sole responsibility of satisfying itself concerning the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following:

21.1.1 Those affecting transportation, access, disposal, handling and storage of materials.

21.1.2 Availability and quality of labor, water and electric power.

21.1.3 Availability and condition of roads.

21.1.4 Climatic conditions, location of underground utilities, obstructions, obstacles or other materials, physical conditions at the Work sites and the Project area as a whole.

21.1.5 Topography and ground surface conditions.

21.1.6 Subsurface geology, and nature and quantity of surface and subsurface materials to be encountered.

21.1.7 Equipment and facilities needed preliminary to and during performance of the Contract.

21.1.8 All other matters, which can in any way affect performance of the Contract, or the cost associated with such performance.

21.1.9 The failure of CMAR to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

21.2 All Soils Reports used in the preparation of bid documents are on file at the office of OWNER's Project Manager, 1638 Mono Avenue, Minden, NV 89423, and may be examined by CMAR. The Soils Reports is a part of the Contract Documents and CMAR is solely responsible for any conclusions drawn by CMAR from said reports.

22.0 DIFFERING SITE CONDITIONS

CMAR is completely responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Jobsite, and the character and extent of existing improvements and work within or adjacent to the Jobsite.

If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Jobsite are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, CMAR must immediately give written notice of such conditions to OWNER and to ARCHITECT before the conditions are disturbed. If after l investigation of the conditions, ARCHITECT finds that the conditions materially differ, ARCHITECT shall, after consultation with OWNER, make such changes in the Contract Documents as it may deem necessary. Any increase or decrease in cost resulting from such changes will be adjusted by Change Order.

Any condition for which an equitable adjustment is sought by CMAR must be shown by a preponderance of the evidence to pre-date the NTP. No equitable adjustment will be made for differing conditions attributable to weather or acts of God occurring subsequent to the NTP. No equitable adjustment will be made for differing conditions attributable to man if caused by CMAR or its subcontractors.

23.0 STANDARDS AND CODES

Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply.

In case of conflict among any referenced standards and codes or between any referenced standards and codes and Technical Specifications, Article 6.0 – CONTRACT INTERPRETATION shall govern.

24.0 CMAR's FIELD OFFICE

24.1 Upon commencement of the Work, CMAR shall provide on or near the site a temporary field office for its own use (and for use by OWNER and others as required or appropriate). CMAR's field office shall contain at a minimum:

24.1.1 Minimum of 240 square feet of floor area and as appropriate to facilitate the required job site meetings, conference seating for 12.

24.1.2 Outside door with security lock.

24.1.3 Minimum of four electrical convenience outlets.

24.1.4 Adequate light fixtures and lamps (as necessary to provide a minimum of 100 foot-candles at the desktop and plan table).

24.1.5 Telephone line and a separate fax line.

24.1.6 Heating, ventilation, and air conditioning provisions as necessary to maintain an indoor temperature of 72°F.

24.1.7 Plan rack.

24.1.8 Plan table (3 feet x 6 feet minimum size).

24.1.9 First aid kit.

24.1.10 Computer data/network connection (with Internet access).

24.1.11 Conference table and chairs as necessary to accommodate the required construction progress meetings.

24.1.12 Copy machine.

24.1.13 Bottled water dispenser.

24.1.14 Additional hard hats and any other required or reasonably necessary safety equipment for use by OWNER and ARCHITECT when they are on site.

24.2 CMAR shall pay the cost of all utilities, including telephone and janitorial service, as required for the maintenance of the temporary field office until the completion of the Project.

24.3 The temporary field office shall remain the property of CMAR, and shall be completely removed at the completion of the Project.

24.4 All costs in connection with meeting all the requirements of this General Condition shall be borne by CMAR.

25.0 TOILET FACILITIES

CMAR shall provide and maintain in a clean and sanitary condition in a weatherproof building satisfactory toilet accommodations for all workers and for use by ARCHITECT and OWNER. Minimum toilet accommodations shall consist of a frost-proof chemical toilet or water closet with urinal, stocked with toilet paper and a handwashing facility with soap and water or comparable hand sanitizing solution. Temporary or portable toilet accommodations shall be completely removed upon completion of the Project. All costs in connection with meeting all the requirements of this General Condition shall be borne by CMAR.

26.0 NEVADA OSHES REQUIREMENT

Prior to commencement of construction activities, CMAR must verify if any project activity meets at least one (1) of the following four (4) criteria described by the Nevada Occupational Safety and Health Enforcement Section (OSHES):

26.1 A new or renovated building or renovated building or structure that has a ground floor which is more than thirty (30) feet above or below ground level;

26.2 A new building or structure which has an initial construction cost of $10,000,000.00 or more;

26.3 A new building or structure which, when completed, will be 50,000 square feet or more; or

26.4 A new building or structure which, when completed, will be more than sixty (60) feet above the ground, excluding any antenna, smokestack, flagpole or similar attachment.

If at least one (1) of the four (4) criteria is met, then CMAR must give written notice to OSHES in accordance with current Regulations for the Nevada Occupational Safety and Health Enforcement Program, Chapter 618. CMAR shall develop, maintain and submit all data required by OSHES throughout construction. CMAR shall forward copies to OWNER of all correspondence and data submitted to and received from OSHES relative to the subject project.

27.0 SAFETY

All costs in connection with meeting all the requirements of this General Condition shall be borne by CMAR.

27.1 Emergencies

In case of an emergency which threatens loss or damage to property, personal injury, or life safety, CMAR shall immediately take all feasible actions to prevent or mitigate such loss, damage, injury or death, without awaiting instructions from OWNER or ARCHITECT. CMAR shall notify OWNER and ARCHITECT in writing of such emergency at the first feasible opportunity.

The amount of reimbursement claimed by CMAR on account of any emergency action shall be determined in the manner provided in Article 12.0 CHANGES for claims.

CMAR shall maintain a current emergency telephone number list at the job site. The list shall include telephone numbers for CMAR's superintendent and for other responsible CMAR representatives that can be contacted after normal working hours in the event of an

emergency. This list shall be prominently posted both inside and outside of CMAR's field office.

27.2 Safety, Sanitary, Medical:
CMAR shall, at all time, conduct all operations under this Contract in a manner to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. CMAR shall comply with their written Project Safety and Health Program. CMAR shall have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously inspect all equipment, materials and work to discover, determine and correct any conditions which might result in any safety risks or damage to any property. CMAR shall furnish all safety equipment and instructions required for the Work and shall maintain and furnish accident, injury and any other records and reports required by applicable laws and regulations or by OWNER

CMAR shall promptly and fully comply with and carry out safety, sanitary and medical requirements as prescribed by Federal, State or local laws or regulations, and CMAR shall take such other measures as may be necessary or required to assure that the safety and health of its employees, subcontractors, OWNER, its representatives and the general public will be safeguarded.

Before starting work, CMAR shall provide a written Safety Program for OWNER's review. Such program shall be subject to approval. Such review shall not relieve CMAR of its responsibility for safety nor shall such approval be construed as limiting in any manner CMAR's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site. CMAR shall promptly comply with any directive from OWNER in connection with safety.

CMAR shall designate a Safety Officer, acceptable to OWNER.

CMAR shall hold "New Hire" safety orientations for all its employees and its Subcontractors' employees to instruct them regarding the requirements of CMAR's safety and health program. CMAR shall furnish and cause its Subcontractors to furnish safety equipment to all employees and shall enforce the use of such equipment by the employees.

CMAR shall maintain all portions of work in a neat, clean and sanitary condition at all times.

CMAR shall ensure that all Subcontractors shall, without expense to OWNER, comply with the foregoing.

27.3 Construction Safety Fencing:
Required construction fencing will vary during the various work stages of the project. CMAR shall remove all temporary construction fencing, to include post concrete encasement, at the completion of the Work.

27.4 Smoking:
Jobsite is to be tobacco free. Smoking, tobacco products, and smokeless cigarettes shall not be permitted or tolerated on Jobsite. This prohibition extends to marijuana products or their derivatives as well as smokeless or e-cigarettes of any kind.

27.5 Fire Prevention:
CMAR shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Jobsite. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of CMAR. This includes keeping the Jobsite area clear of all trash at all times.

All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

CMAR shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, no inflammable materials shall be allowed and a fire watch shall be provided by CMAR to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

27.6 Pumping and Drainage:

Surface or sub-surface water or other fluid shall not be permitted to accumulate in excavations or under any structure. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by OWNER and other public agencies having jurisdiction.

27.7 Permitting and Dust Control for Construction Activities:

CMAR, for the duration of the Contract, shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Separate payment will not be made for dust control unless specifically defined as a separate pay item. CMAR understands and acknowledges that heightened permitting requirements are applicable to the construction activities in the Lake Tahoe Basin. CMAR shall be solely responsible for maintaining such practices and facilities as are necessary and prudent to remain in compliance.

If OWNER determines that dust from the Jobsite constitutes a hazard to Jobsite occupants, CMAR shall take immediate action to reduce the amount of dust to the satisfaction of OWNER. If CMAR does not respond immediately, OWNER reserves the right to undertake dust control at CMAR's expense.

CMAR shall contain all dust caused by interior demolition, modification and improvements and shall not allow encroachment into the existing building. This shall include, but is not limited to, the paint surface preparation requirements, paint overspray, paint fumes, carpet and tile adhesive materials, sealants, concrete and terrazzo add-mixtures, cleaning products, and solvents.

27.8 Illumination:

When any work is performed at night or where daylight is shut off or obscured, CMAR shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in compliance with local code, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, and signal wires.

Lighting circuits in buildings and for parking lots and outdoor walkways must be functional at all times, even if this requires temporary wiring (and temporary power source) to be installed by CMAR as part of the Work. CMAR is also responsible for ensuring that its outdoor lighting scheme is consistent with any ordinances, rules or regulations that are applicable to light pollution or nuisance.

27.9 Cleaning Up:

CMAR shall, at all times, keep its work areas in a neat, clean, and safe condition. Upon completion of any portion of the Work, CMAR shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, CMAR shall at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, and CMAR shall leave the premises in a neat, clean, and safe condition. In the event of CMAR's failure to comply with the foregoing, the same may be accomplished by OWNER at CMAR's expense.

27.10 Hazard Communication:

CMAR shall be aware of OSHA Federal Standard 29 CFR 1910.1200, Hazard Communication and 29 CFR 1910.1020, Access to Employee Exposure and Medical Records. CMAR's Safety Program shall address and include all aspects of the preceding OSHA rules, as well as any local or State hazard communication laws.

CMAR shall furnish to OWNER the MSDS Sheet on any material requiring same, for OWNER review and approval prior to said material being delivered to the site. CMAR shall specifically follow all the safety requirements listed on the MSDS Sheet.

27.11 Hazardous Materials:

During the course of construction, there may be hazardous materials discovered on the construction site. Such materials can be in the form of asbestos in structures, underground fuel storage units, contaminated soil or other unknown hazardous materials. CMAR shall immediately notify OWNER of any hazardous materials subsequently found on the site and shall not remove same without the permission of OWNER. OWNER shall be responsible for removal and abatement of any existing hazardous materials.

If the hazardous material and subsequent contamination was caused by CMAR, CMAR shall remove said hazardous material and contaminated soils or materials from the site and shall dispose of same in accordance with all Federal, State or Local laws or regulations. Removal of such materials and contamination shall be monitored by a licensed hazardous materials laboratory, and said laboratory shall prepare a written report attesting to the complete removal of the contaminating material and resulting contamination, all to the satisfaction of, and at no cost to, OWNER.

28.0 REQUESTS FOR INFORMATION

No Work shall be performed by CMAR without adequate drawings or specifications, or that is in conflict with or contrary to the Contract Documents. CMAR shall, upon discovering any discrepancy, conflict, or inconsistency in the Contract Documents, immediately submit a Request for Information (RFI) to ARCHITECT. ARCHITECT, upon receipt of any such request, will promptly investigate the circumstances and give appropriate instructions to CMAR, but will take such action only after consultation with OWNER. Until such written instructions are given, any Work done by CMAR, either directly or indirectly relating to such discrepancy, conflict, or inconsistency will be at CMAR's own risk, and CMAR shall bear all costs arising therefrom. CMAR shall maintain a sequential log of all RFIs.

CMAR shall report immediately to OWNER and ARCHITECT any discrepancy, conflict, or inconsistency that CMAR may discover, or should have discovered, in the Contract Documents. If CMAR performs any Work contrary to the Contract Documents, CMAR shall be solely responsible and shall bear all costs attributable thereto.

RFIs shall be limited to one specific issue or group of related issues and shall not address multiple issues. ARCHITECT will review and respond to RFIs within five (5) days from the date that the RFI is received by ARCHITECT. RFIs shall be issued by CMAR to ARCHITECT in a reasonable and orderly sequence such that they are not unreasonably grouped together and then delivered to the ARCHITECT.

29.0 CMAR-FURNISHED SUBMITTALS AND SAMPLES

Review and permission to proceed by OWNER as stated in this Contract does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by CMAR and does not relieve CMAR from full compliance with contractual obligations.

Approval of a Submittal, which changes or modifies a Technical Specification, does not constitute approval of those changes or modifications unless same have been specifically identified and submitted in writing as a deviation from or substitution of the Technical Specification.

29.1 Drawings:

29.1.1 CMAR shall review, stamp, and submit to the ARCHITECT with reasonable promptness and in an orderly sequence so as to cause no delay in the Work, all Submittals and/or shop drawings required by the Contract Documents or subsequently required by the ARCHITECT.

29.1.2 CMAR's schedule shall include reasonable and orderly dates for issuance of all significant Milestones, to allow for reasonable notice and staged delivery of Submittals to the ARCHITECT, as required in Article 11.0 CONSTRUCTION SCHEDULE AND DATA.

29.1.3 CMAR's Submittals shall provide specific written notice of any deviation from the requirements of the Contract Documents. Failure to specifically identify such deviations shall be adequate grounds for withholding approval of the Submittal or voiding any prior acceptance or approval of the Submittal.

29.1.4 Submittals shall be properly identified as specified, or as the ARCHITECT may require. By approving and issuing Submittals, CMAR thereby represents that it has determined and has verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and has checked and coordinated each Submittal with the requirements of the Contract Documents.

29.1.5 ARCHITECT will review Submittals within 7 days from the date that they are received for conformance with the Contract Documents. The review of a separate item shall not indicate approval of an assembly in which the item functions.

29.1.6 The review and approval of Submittals by the ARCHITECT shall not relieve CMAR from responsibility for errors or omissions in the Submittals.

29.1.7 CMAR shall correct Submittals as required by the ARCHITECT and shall resubmit the required number of corrected copies of Submittals until the ARCHITECT indicates that no further re-submittals are required. CMAR shall identify in writing all revisions made, in addition to identifying the corrections requested by the ARCHITECT on previous Submittals.

29.1.8 CMAR shall furnish required Submittals with sufficient information and accuracy in

order to obtain required approval of an item with no more than two Submittals. The ARCHITECT will record the time for reviewing subsequent Submittals, Samples or other items requiring approval and CMAR shall reimburse OWNER for ARCHITECT's charges for such time.

29.1.9 The number of Submittals provided and approved shall include one set for use by the OWNER.

29.1.10 None of the Work requiring Submittals or shop drawings shall commence until the associated Submittals have been reviewed and approved by the ARCHITECT.

29.2 Operations and Maintenance Manuals:

CMAR shall furnish two (2) original of Operations and Maintenance (O&M) Manuals providing data on and operation and/or maintenance procedures for all incorporated material, equipment and finishes installed under this Contract.

All data to be included in the O&M Manuals shall be included in CMAR's submittals under this General Condition.

CMAR shall provide separate volumes for General, Mechanical and Electrical portions of the Work. Each volume shall be a three-inch (3"), three-ring binder. The cover and spine of each volume shall be imprinted with name of project, OWNER, description of contents and date. All data shall be indexed as per the index of the Technical Specifications. All pages shall be 8-1/2 x 11 inches except for fold out pages of diagrams and manufacturer's literature. Include manufacturer's supplier's and subcontractor's names, addresses and telephone numbers, model numbers, proportions of mixes, furnish numbers and all pertinent information required for replacement ordering or duplication for each incorporated material, equipment and finishes installed under this Contract.

CMAR shall submit for approval by OWNER, a sample of the three-ring binder, appropriately inscribed, no later than NTP plus ninety (90) days.

Throughout the Contract submittal process, as an incorporated material, equipment or finishes submittal is reviewed and marked as Code 1, CMAR will place one (1) original of same in the O&M Manual. CMAR is advised that OWNER may request information from the O&M Manuals or request to review the Manuals during performance of the Contract, so it is imperative that CMAR develop and maintain the O&M Manuals from the beginning of the project. Additionally, CMAR shall furnish two (2) compact disks (CD's) of the O&M Manuals. The O&M Manuals and CD's will be forwarded to OWNER at Substantial Completion of the Contract or portions of the Contract.

Until the O&M Manuals are revised to include all approved Submittals, CMAR shall perform all maintenance required on all items contained in the O&M Manuals.

29.3 Data:

Data to be submitted and approved shall include, but not be limited to complete descriptions of all materials, fabrications, manufactured items, construction methods and sequences, and system designs, as well as items under the General Conditions, Special Conditions and Compensation Conditions.

30.0 SUBSTITUTIONS

Any request by CMAR for material substitution of "an equal" item must be received by OWNER within seven (7) days after NTP as provided by Nevada Revised Statute.

Prior to proposing any substitute item, CMAR shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in OWNER's interest. Replacement parts, maintenance parts and spare parts for all materials and equipment offered as a substitution shall be readily available for delivery to the Reno area within seventy two (72) hours.

The burden of proof of equality of a proposed substitution for a specified item shall be upon CMAR. CMAR shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. CMAR shall provide Submittals, Samples, data and certificates for proposed substitute items as required by Article 29.0 – CMAR-FURNISHED SUBMITTALS AND SAMPLES accompanied by a Submittal Substitution Form. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material or method.

Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

Approval of a substitution shall not relieve CMAR from responsibility for compliance with all requirements of the Contract. CMAR shall bear the expense for any changes in other parts of the Work caused by any substitutions. If OWNER rejects CMAR's substitute item on the first submittal, CMAR may make only one additional request for substitution in the same category.

31.0 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

31.1 Quality:

CMAR shall be responsible for ensuring that all the Work is in complete compliance with the Contract Documents and applicable codes, and that all the Work is completed to the highest quality of workmanship.

CMAR shall develop and implement an appropriate quality assurance/quality control program for the Project. A detailed description of the program shall be furnished to OWNER and ARCHITECT for review and acceptance prior to submitting the first progress payment application.

CMAR shall provide to Project Manager and ARCHITECT a schedule of its internal and external consultant, subcontractor and supplier audits that are to be conducted to verify that all aspects of the Work are being conducted in accordance with the Contract requirements.

CMAR shall provide to Project Manager and ARCHITECT a schedule other items pertinent to Quality Control including testing and inspection, equipment and instrument calibration, training, and records retention.

CMAR shall, at CMAR's expense, perform all inspections required by the Contract Documents and shall notify OWNER in advance of such inspections to allow OWNER the opportunity to witness such inspections. All materials and equipment furnished and work performed shall be properly inspected by CMAR and shall at all times be subject to quality

surveillance, observations or quality audit by OWNER. CMAR shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose OWNER shall be afforded full and free access to the shops, factories or places of business of CMAR and its Subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work.

CMAR shall provide full and free access at all times for OWNER to conduct OWNER's own independent inspections and tests and those inspections and tests required in accordance with Douglas County Building Department requirements, and the requirements of any other authority having jurisdiction. Such inspections and tests shall not relieve CMAR of CMAR's obligation to conduct all inspections and tests required by the Contract Documents.

If CMAR covers all or any portion of the Work prior to any quality surveillance or test by OWNER, the cost of any necessary uncovering and replacing shall be borne by CMAR. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover and require corrective action of defective workmanship, materials, or equipment, nor acceptance of or payment to CMAR for such work, materials or equipment shall prejudice the rights of OWNER thereafter to correct or reject the same as hereinafter provided.

31.2 Rejection of Materials or Workmanship:

If any material, equipment or workmanship is determined by OWNER or ARCHITECT, either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Contract, OWNER shall notify CMAR by a written Non-Compliance Report that such material, equipment or work is rejected and OWNER reserves the right to withhold payment on any such item. Thereupon, CMAR will, at its own expense, commence corrective work within five (5) days of the Non-Compliance Report, and remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Contract. If CMAR fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, OWNER may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to CMAR.

CMAR shall provide in writing to Project Manager and ARCHITECT specific steps and procedures that will be performed to rectify non-conformances raised and reported through NCRs. Where Work is related to or dependent on the Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to OWNER. Where Work is rejected because of defective material or workmanship, CMAR shall stop like Work in other areas or locations on the Project until the matter is resolved and OWNER has approved corrective measures.

Should it be considered necessary or advisable by OWNER or ARCHITECT at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, CMAR shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of CMAR or Subcontractors, CMAR shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of CMAR's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and CMAR's cost of material and labor necessary for replacement including markup per Exhibit "B" – Compensation Conditions, Article 3.0 – PRICING OF CHANGES for overhead and profit shall be paid to CMAR and, in addition, if completion of the Work has been delayed

thereby, be granted a suitable extension of time. Notwithstanding the foregoing, CMAR shall be responsible for all costs and expenses in removing and replacing the Work if CMAR had covered the Work prior to any inspection or test contrary to the instructions of OWNER, ARCHITECT, or Project Inspector.

OWNER may issue NCRs on CMAR violations of the General Conditions, Special Conditions, Compensation Conditions, Technical Specifications or Drawings. OWNER reserves the right to backcharge CMAR for any and all costs OWNER incurrs as a result of an NCR in accordance with Exhibit "B" – Compensation Conditions, Article 4.0 - BACKCHARGES.

32.0 TESTING

32.1 Code Required Testing:

OWNER shall, at OWNER's expense, perform all code required tests on all materials, equipment and work performed as required by the Contract Documents. OWNER shall notify CMAR in advance of such tests to allow CMAR the opportunity to witness such tests. Evidence that materials and equipment furnished and work performed have passed the code required tests shall be furnished to CMAR.

32.2 Contract Required Testing:

CMAR shall, at CMAR's expense, perform all non-code required tests on all materials, equipment and work performed as required by the Contract Documents. CMAR shall notify OWNER in advance of such tests to allow OWNER the opportunity to witness such tests. Evidence that materials and equipment furnished and work performed have passed the required tests shall be furnished to OWNER, prior to payment of said materials, equipment or work. Field testing of systems or parts of systems, as called for in the Technical Specifications or on the Drawings, to show compliance with the Contract Documents, shall be performed by CMAR, with OWNER witnessing said tests. Said tests shall be passed prior to final payment on the systems or parts of systems.

CMAR shall forward to OWNER, with each Monthly Progress Pay Estimate, copies of all test results that were conducted in the pay period, which are required by CMAR's approved Quality Plan. Test results shall be accompanied by a computerized abstract of same, which shall list the Contract number, type of test, exact location from which the sample was obtained or tested, results of the test, date of test, whether the test met the requirements of the Contract and signed by CMAR's Authorized Representative.

Should tests in addition to those required by the Contract be desired by OWNER, CMAR will be advised in reasonable time to permit such testing. Such additional tests will be at OWNER's expense except as such additional tests are required due to CMAR's work or materials having failed any initial test.

CMAR acknowledges that OWNER will charge to CMAR's account any re-tests or re-surveys that are required by the failure of any of CMAR's materials or work. The cost of such re-testing or re-surveying shall be computed by taking the cost charged OWNER by the Materials Testing Contractor or the Verification Survey Contractor and adding a twenty-five (25) percent surcharge for OWNER's overhead and OWNER's Project Manager's overhead.

CMAR shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing.

CMAR shall furnish OWNER with certificates of compliance on materials prior to the use of

those materials in the Work where required by the Technical Specifications.

CMAR shall conduct all quality control testing necessary to assure the product is in complete accord with the Contract Documents.

All tests performed under this Contract will utilize the ASTM test designation and procedure. Where other test procedures are required by the Technical Specifications, the equivalent ASTM test procedure will be performed for acceptance testing, unless otherwise directed by OWNER.

All testing shall be conducted in accordance with the ASTM testing procedure that is current at the time of award of the Contract.

33.0 AS-BUILT RECORDS

33.1 Drawings:
Progress Records - During construction, CMAR shall keep a marked-up-to-date set of full size conformed drawings showing as-built conditions on the site as an accurate record of all work as shown and work as installed. These drawings shall be available to OWNER for inspection at any time.

As-built drawings include construction/erection drawings such as life-safety system drawings, mechanical shop drawings, etc. These drawings shall accurately reflect the as-built condition and shall be submitted as separate PDF files.

As-built data shall be recorded on the drawings in red pencil or ink. CMAR shall mark out with a single red line all superseded data and write in all as-built data.

33.2 Specifications:
Progress Records - During construction, CMAR shall keep a marked-up-to-date set of conformed specifications showing as-built conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to OWNER for inspection at any time.

As-built data shall be recorded on the specifications in red pencil or ink. CMAR shall mark out with a single red line all superseded data and write in all as-built data.

33.3 Changes:
CMAR shall add to the Drawings and Specifications all information contained in Answers to Questions, Contract Clarifications, Contract Changes, and approved revised or amended Technical Submittals.

33.4 Final Submittal:
CMAR shall, at its expense, before Final Payment, furnish to OWNER all progress record drawings and specifications, duly certified in writing, as being correct and accurate.

34.0 OWNER-FURNISHED DRAWINGS AND TECHNICAL SPECIFICATIONS

This is a performance contract and the Drawings and Technical Specifications furnished or referenced are intended to provide CMAR with sufficient information to establish the final location of all equipment and material and the required work to provide a fully operational system in accordance to the Drawings and Technical Specifications. Such Drawings, when used in connection with the Technical Specifications, contain information required for the preparation of detail drawings by CMAR.

CMAR shall, immediately upon receipt thereof, check all Drawings and Technical Specifications furnished and shall promptly notify OWNER of any errors, omissions, or discrepancies discovered in such drawings.

CMAR will be furnished, at no cost, one (1) print of the full sized set of drawings, one (1) print of the half sized set of drawings, and two (2) sets of the balance of the Contract Documents. In addition, CMAR will be furnished one (1) compact disk (CD) of the conformed Contract Documents.

35.0 CMAR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

Only new items of recent manufacture, of designated but in no event less than standard quality, free from defects, will be permitted on the Work. Rejected items shall be removed immediately from the Work and replaced with items of quality specified. Failure by OWNER to order removal of rejected materials and equipment shall not relieve CMAR from responsibility for quality and character of items used or from any other obligation under the Contract.

CMAR shall continuously check ARCHITECTing and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for CMAR's negligence to foresee means of installing equipment into position inside structures.

No work defective in construction or quality or deficient in any requirement of the drawings and specifications will be acceptable regardless of OWNER's failure to discover or to point out defects or deficiencies during construction; nor will the presence of inspectors on the Work relieve CMAR from responsibility for securing the quality and progress of work as required by the Contract. OWNER shall notify CMAR of defective or unacceptable work as soon as OWNER discovers such defective work. Defective work revealed within the time required by warranties shall be remedied in accordance with the Article 51.0 WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

CMAR shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require.

CMAR shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, CMAR shall notify OWNER immediately of recommended substitute(s) to permit OWNER's selection of a suitable substitute.

OWNER will exercise sole authority for determining conformance of materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by CMAR for incorporation into the Work will be by OWNER. This function by OWNER will apply both to approvals for the Contract as initially signed, and to approvals for changes to contract by modifications during progress of the Work.

Reference to manufacturers' names, brands and model number is to establish the type and quality desired; substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.

When materials, equipment, or systems are specified by performance only, without reference to specific manufacturers, brands or models, CMAR shall submit its own choice for OWNER's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

36.0 LINES AND GRADES

Survey control points as shown on the drawings will be established by OWNER.

CMAR shall complete the layout of all work and shall be responsible for all requirements necessary for the execution of any work in accordance with the locations, lines, and grades specified or shown on the drawings, subject to such modifications as OWNER may require as work progresses.

If CMAR or any of its subcontractors or any of its representatives or employees move or destroy or render inaccurate any survey control point, other than required by the Contract Documents, those survey control points shall be replaced at CMAR's expense.

No separate payment will be made for survey work unless identified as a specific line item on the Bid Price Form.

37.0 ACCESS TO WORK AREAS

OWNER, and its duly Authorized Representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements, have access to such areas and the premises used by CMAR. CMAR shall also arrange for OWNER, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

38.0 CMAR INGRESS AND EGRESS

CMAR's access to the Work area will be permitted only through approaches, which will be designated by OWNER, and then only in such manner that CMAR's traffic will not interfere with OWNER's operations. CMAR shall, at all times, maintain controlled ingress and egress at the site. CMAR shall maintain unrestricted access to the Jobsite for access by emergency vehicles. CMAR personnel are not to enter into any areas of the Jobsite other than work areas and areas of designated access.

39.0 DELIVERY, UNLOADING AND STORAGE

CMAR shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and plant equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet OWNER's approval. Materials and equipment subject to degradation by outside exposure shall be stored in a weather-tight enclosure provided by CMAR.

40.0 CMAR's WORK AREA

All CMAR's work areas on the Jobsite will be assigned by OWNER. CMAR shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing work, CMAR shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of CMAR may be reached at all times during normal working hours.

Because movement to and from a work area is limited, CMAR shall have in the Work area all equipment it determines necessary, as well as a first aid station, drinking water facilities, radio communications, restroom facilities and any other items to support CMAR's activities.

Should CMAR find it necessary or advantageous to use any additional land outside the project site for any purpose whatever, CMAR shall, at its expense, provide and make its own arrangements for the use of such additional land.

41.0 CMAR's PLANT, EQUIPMENT AND FACILITIES

CMAR shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract.

Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, CMAR shall furnish OWNER with such information and drawings relative to such equipment, plant and facilities as OWNER may request. Upon written order of OWNER, CMAR shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify the unsatisfactory items to meet OWNER approval or remove the unsatisfactory items from the site.

CMAR shall not remove construction plant or equipment from the site before the Work is finally accepted without OWNER's written approval. Such approval shall not be unreasonably withheld.

42.0 RESPONSIBILITY FOR WORK SECURITY

CMAR shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. CMAR shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to any property. CMAR shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

CMAR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

CMAR shall be responsible to obtain from OWNER copies of applicable site security regulations, and shall comply with said regulations for the Jobsite and all applicable laws and regulations. Any costs associated with appropriate badging of personnel shall be borne solely by CMAR.

CMAR shall cooperate with OWNER on all security matters and shall promptly comply with any Project security requirements established by OWNER. Such compliance with these security requirements shall not relieve CMAR of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner CMAR's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

43.0 PROTECTION OF WORK IN PROGRESS, MATERIALS, EQUIPMENT AND PROPERTY

CMAR shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from CMAR's responsibility is any loss or damage, which results from the sole active negligence of OWNER or its representatives.

Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire work will be delivered to OWNER in proper, whole and unblemished condition.

43.1 Protection of Existing Property:
CMAR shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by CMAR's operations, CMAR

shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to OWNER.

Unless otherwise specifically provided in the Contract, CMAR shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by OWNER. Thereafter, and before it begins such work, CMAR shall give due notice to OWNER of its intention to start such work. CMAR shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

CMAR shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of this Contract. CMAR shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by CMAR.

44.0 PROJECT SITE PROTECTION

CMAR shall be responsible for repairs to any wall, floor or ceiling surface within the existing Jobsite area, including its surroundings, that is damaged by CMAR's construction operations. The required repairs shall be made in accordance with relevant construction specifications or Douglas County Standard Specifications, whichever is the more stringent, and in a manner satisfactory to OWNER. OWNER will be sole judge as to whether or not any areas have been damaged by CMAR and which specification is applicable.

If, in the opinion of OWNER, CMAR damages OWNER'S property and CMAR fails to take corrective action within five (5) days after receiving written notice of same, OWNER reserves the right to correct the violation. The cost of such correction shall be to the account of CMAR.

45.0 DISPOSAL OF MATERIAL OUTSIDE JOBSITE PROPERTY

During the progress of the Work CMAR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. For projects located in the Carson Valley, removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws, Regulations and the Solid Waste Services Franchise Agreement between Douglas County and South Tahoe Refuse, Inc.

CMAR shall be solely responsible for making arrangements for disposal of materials outside the project and shall pay all costs involved.

CMAR shall remove all excavated material immediately from the Jobsite. No stockpiling of excavated materials shall be allowed at the project site. Materials resulting from demolition and from all excavations shall be removed immediately from Jobsite and hauled to an approved landfill.

When any material is to be disposed of outside the Jobsite property, CMAR shall first obtain a written permit from the property owner on whose property the disposal is to be made and it shall file in writing with OWNER said permit or the certified copy thereof together with a written release from the property owner absolving OWNER of any and all responsibility in connection with the disposal of material on said property.

When material is disposed of as above provided and the disposal location is visible from the project, CMAR shall dispose of the material in a neat and uniform manner to the satisfaction of OWNER.

Full compensation for all costs involved in disposing of material as specified in this Article, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.

No material that is to be disposed of outside the Jobsite property shall be stockpiled on OWNER's property longer than seven (7) days, unless otherwise approved by OWNER.

46.0 PROJECT SIGNS, PUBLICITY AND ADVERTISING

With the exception of the right reserved by OWNER to erect a sign in connection with the project and unless otherwise provided in the Contract Documents, CMAR shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising device, without prior written approval of OWNER.

CMAR shall not make any announcement or release any information concerning this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from OWNER.

47.0 UTILITIES

47.1 Temporary Utilities:

CMAR shall be solely responsible for providing all necessary temporary utilities. CMAR shall pay all costs related thereto, including, but not limited to, applications, fees, permits, ARCHITECTing, and any other costs as may be required to acquire temporary utilities. OWNER will not be responsible for any delays or costs related to obtaining temporary utilities.

CMAR shall be responsible for procuring site/public utilities for CMAR's field office, staging area and construction operations. CMAR shall make arrangements with the applicable utility companies to provide services and CMAR shall bear all costs associated with procuring, maintaining and removing said utilities. CMAR shall also bear all time and usage utility charges for CMAR's field office, staging area and construction operations.

Temporary utilities may be connected to OWNER's existing metered utilities only with OWNER's and utility company's written authorization. Any connection to OWNER's existing utilities shall be separately metered to allow for proper allocation of utility costs, unless another arrangement is specifically agreed to and authorized by OWNER in writing.

Prior to final acceptance of the Work, CMAR shall, at its expense, satisfactorily remove and dispose of all temporary facilities for construction utilities and that upon removal and disposal of all temporary facilities, CMAR shall restore OWNER'S property to OWNER'S satisfaction.

47.2 Interruption of Existing Utility Services:

If CMAR needs to interrupt any existing services, such as, but not limited to electrical power, existing security hardware signals, telephone, water main, sanitary sewer, storm sewer, etc., CMAR shall notify OWNER, in writing, not less than three (3) full business days (a business day is defined as Monday through Friday, excluding holidays) prior to the planned interruption. OWNER will review such request, coordinate same and reply to CMAR, in writing, prior to the planned interruption time. CMAR shall not proceed with any planned utility interruption without written permission to do so from OWNER.

CMAR shall use the latest technology for locating embedded utilities prior to commencing with saw cutting, drilling or coring operations. CMAR shall perform the Work for the new plumbing, HVAC, electrical and control systems tie-ins or interruptions to existing facility services between the hours of 10:00 p.m. and 07:00 a.m.

In the event of any accidental interruption of any utility service, CMAR shall immediately undertake the following:

47.2.1 Make every possible effort to immediately restore the disrupted utility, even if on a temporary basis.

47.2.2 Call Project Manager immediately and report and describe the incident.

47.2.3 Execute a Report of Utility Interruption within twenty four (24) hours of the incident and forward the executed report to the Project Manager.

In the event of an accidental utility interruption, after completing the Report of Utility Interruption, CMAR shall submit to OWNER a proposed permanent repair plan, which, upon execution, will restore the damaged utility to like new in every way. Once the repair plan is approved by OWNER, CMAR shall proceed with a permanent repair of the interruption.

47.3 Transition:
CMAR shall be solely responsible for providing temporary heating, cooling, and/or ventilation as required to prevent degradation or damage to the Work. The permanent heating, cooling, and air handling systems shall not be utilized for the purpose of temporary heating, cooling, or ventilation until OWNER approves of such use in writing. In no case shall the permanent heating, cooling, or air handling systems be operated until they are complete, including formal start-up, check-out, and testing and balancing. Utilization of any of the permanent heating, cooling, or air handling systems prior to Substantial Completion shall not impact the specified warranty for such equipment which shall begin on the date of Substantial Completion in accordance with Article 51.0 WARRANTY.

48.0 COMMERCIAL ACTIVITES

CMAR shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by OWNER. CMAR shall not allow its employees to engage in any commercial activities on the site.

49.0 USE OF COMPLETED PORTIONS OF WORK

Whenever, as determined by OWNER, any portion of work performed by CMAR is in a condition suitable for use, OWNER may initiate a Certificate of Substantial Completion for that portion and take possession of or use such portion.

Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve CMAR of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided, that CMAR shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, CMAR shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

No failure by OWNER to insist upon the strict performance of any provision of this Contract or to exercise any right or remedy consequent upon a breach by CMAR thereof, and no acceptance of all

or any part of the work or other action by OWNER preventing the continuance of any such breach shall constitute a waiver of any such breach or any subsequent breach of such provision.

If, as a result of CMAR's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

CMAR shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where CMAR's written request is granted for the use of certain equipment, CMAR shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.

If OWNER furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of CMAR and shall be considered CMAR's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by OWNER.

50.0 CONTRACT CLOSEOUT

50.1 Substantial Completion

50.1.1 When CMAR determines that the Work is complete in accordance with the Contract Documents, as modified by any contract changes, and OWNER accepts the Work as being substantially complete, CMAR shall submit a Certificate of Substantial Completion for OWNER review and acceptance after the following criteria have been met:

50.1.1.1 If applicable, CMAR has obtained a Certificate of Occupancy with no restrictions thereon,

50.1.1.2 If applicable, work requiring a building permit has been inspected and accepted by the issuing body,

50.1.1.3 All work shown on the Contract Documents and changes thereto, have been completed.

50.1.2 If, in the opinion of OWNER, the above conditions have been met, OWNER shall approve and return the Certificate of Substantial Completion to CMAR. At the same time, OWNER and ARCHITECT will prepare and issue to CMAR, a Punch List of items to be corrected. Refer to Article 50.2 - Punch List for Punch List performance requirements.

50.1.3 Failure to include any item on the Punch List will not alter the responsibility of CMAR to complete all the Work in accordance with the Contract Documents.

50.1.4 Subsequent to receipt of the Certificate of Substantial Completion, CMAR shall provide the following items to OWNER, prior to issuance of the Notice of Final Completion (refer to Article 50.3 - Notice of Final Completion) unless otherwise amended by OWNER.

50.1.4.1 Final Operations and Maintenance Manuals.

50.1.4.2 All warranty and guaranty formats.

50.1.4.3 Certified As-Built records.

50.1.4.4 All Non-Compliance Reports, whether open or closed.

50.1.4.5 All approved Submittals.

50.1.4.6 All CMAR Certified Payrolls as received and approved.

50.1.4.7 Open CCRs requiring CMAR action.

50.1.4.8 General Conditions, Attachment "A" (if applicable).

50.1.4.9 All known CMAR claims; quantified as to context and cost.

50.1.4.10 Any additional data required by the Contract.

50.1.5 CMAR shall be allowed ninety (90) calendar days after receipt of the Certificate of Substantial Completion to reconcile all outstanding items as listed above. OWNER reserves the right to impose any charges attributable to additional administration of the Contract beyond the ninety (90) day period.

50.2 Punch List:

CMAR shall notify OWNER in writing when all the items on the Punch List have been corrected. OWNER is obligated only to re-inspect the items on the Punch List one time. OWNER reserves the right to charge CMAR for the cost of subsequent re-inspection(s).

CMAR has thirty (30) calendar days, from the date of receipt of a Punch List, in which to correct the items listed on same. After the thirty (30) day period has expired, OWNER reserves the right to have other parties complete the correction of uncorrected items, chargeable to CMAR's account.

The Punch List shall be attached to the Certificate of Substantial Completion for CMAR completion.

50.3 Notice of Final Completion:

When CMAR considers the Work fully completed, it shall submit written notice to OWNER and ARCHITECT confirming that all the items listed in Article 50.1 - Substantial Completion, and Article 50.2 - Punch List have been completed and the documents listed below have been received and accepted, OWNER will execute a Notice of Final Completion.

50.3.1 A written notice that all conditions of the Contract have been concluded.

50.3.2 A final billing for the Contract including release of retention.

The Notice of Final Completion will be executed after ARCHITECT and OWNER perform a final inspection of the Work. If the Work is found to be incomplete or defective, CMAR will be notified in writing and provided with a list of observed deficiencies. OWNER may withhold such payment as deemed appropriate to ensure the correction of the deficiencies. Should CMAR fail to promptly correct the deficiencies noted in the final punch list, OWNER may, upon seven (7) days written notice to CMAR, hire another contractor to correct such

deficiencies, notify CMAR's Surety, and/or otherwise complete or correct the listed deficiencies, at CMAR's expense.,

When the Work and provisions of the Contract Documents are fully and satisfactorily completed, OWNER will pay to CMAR a final payment consisting of the remaining unpaid balance of the Contract Sum due CMAR.

Upon receipt of final payment, CMAR shall be deemed to have released all claims against OWNER arising under or by virtue of this Contract.

50.4 Commencement of Warranties and Guarantees

All warranties and guarantees and other applicable requirements designated in the Contract shall commence on the date of Final Completion, unless noted otherwise, except that OWNER, upon written request from CMAR, may approve earlier commencement dates for systems or equipment.

51.0 WARRANTY

Defective design issues are not covered under this Article and OWNER is responsible for all costs associated with defective design that can be documented and justified. CMAR should immediately document such issues and issue notification to OWNER under Article 12.0 CHANGES.

However, should CMAR perform WORK contrary to the Contract Documents and without a CCD or CCO per Article 12.0 CHANGES, the WORK shall be deemed an unauthorized redesign and shall be at CMAR's risk and expense.

Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the Contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. CMAR warrants all equipment, materials, and labor furnished or performed under this Contract against defects in materials and workmanship (unless furnished by OWNER), for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract or in the manufacturer's standard warranty, in which case the longer periods of time shall prevail) from and after Final Completion, unless noted otherwise, under the Contract, regardless of whether the same were furnished or performed by CMAR or by any of its Subcontractors. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to unauthorized design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by CMAR at a time acceptable to OWNER.

CMAR shall perform such tests as OWNER may require to verify that any unauthorized redesign, repairs and replacements comply with the requirements of the Contract Documents. All costs incidental to such unauthorized redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne by CMAR.

Where such redesigned, repaired or replaced work is performed less than one year from the end of the warranty period, CMAR warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Where such redesigned, repaired or replaced work is performed more than one year from the end of the warranty period, CMAR warrants such redesigned, repaired or replaced work against defective design, materials and workmanship from and after the date of acceptance thereof until completion of the warranty period.

Should CMAR fail to promptly make the necessary redesign, repair, replacement and tests, OWNER may perform or cause to be performed the same at CMAR's expense. CMAR and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

52.0 EXAMINATION OF CMAR's RECORDS

Both parties agree that OWNER shall, until the expiration of six years after final payment under this contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of CMAR involving transactions relating to this contract, and to make excerpts and transcriptions thereof.

53.0 SURVIVABILITY

The terms and conditions of this Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of this Contract, will survive the expiration or termination of this Contract howsoever caused.

54.0 OWNERSHIP AND USE OF DOCUMENTS

Any drawings, reports, studies, photographs, negatives, or other documents prepared by CMAR in the performance of its obligations under this Contract shall be the exclusive property of OWNER and all such materials shall be remitted to OWNER by CMAR upon completion, termination, or cancellation of this Contract. CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of CMAR's obligations under this Contract, without the prior written consent of OWNER.

Copies of the Contract Documents which are reasonably necessary for the proper execution, progress, and satisfactory completion of the Work, shall be provided to CMAR by OWNER. Copies so furnished are not to be used by CMAR on any other project, and with the exception of one set for CMAR's records, are to be returned to OWNER at the completion or termination of the Work.

55.0 COOPERATION WITH OTHERS

OWNER and other contractors and subcontractors may be working at the site during the performance of this Contract, and CMAR's work may be interfered with as a result of such concurrent activities. CMAR shall fully cooperate with OWNER and other contractors to avoid any delay or hindrance of their work. OWNER may require that certain facilities be used concurrently by CMAR and other persons and CMAR shall comply with such requirements.

Any costs caused by defective or ill-timed work of others shall be borne by CMAR unless CMAR gives written notice to OWNER if reasonably possible prior to proceeding with the works. CMAR shall notify OWNER of any latent defect within seven (7) days of its discovery.

56.0 SEPARATE CONTRACTS

OWNER reserves the right to award other separate contracts in connection with other portions of the Project.

CMAR shall afford OWNER's separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall properly interface and coordinate CMAR's Work with theirs.

If any part of CMAR's Work depends on the proper execution of the Work of any separate contractor,

CMAR shall inspect and promptly report to OWNER and ARCHITECT in writing any discrepancies or defects in such other Work. Failure of CMAR to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper to receive its Work, except as to defects which may develop in the other separate contractor's Work after the execution of CMAR's Work.

CMAR shall do all cutting, fitting, and patching of the Work that may be required to fit it to receive or be received by the Work of other contractors as indicated in, or reasonably implied by, the Contract Documents. CMAR shall not endanger or alter the Work of any other contractor.

Should CMAR cause damage to the Work or property of any separate contractor on the Project, CMAR shall, upon written notice, settle with the other contractor. If the separate contractor makes any kind of a claim, legal or otherwise, against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CMAR who, at its sole expense, shall defend the proceedings and pay all costs in connection therewith, including, but not limited to, all court costs and attorney fees, and any judgments against OWNER arising therefrom.

If a dispute arises between CMAR and a separate contractor as to their responsibility for any costs or damages to the Project, OWNER may assign and charge such costs or damages to CMAR and/or the separate contractor as OWNER, in its sole discretion, determines to be appropriate.

57.0 TERMINATION BY CMAR

CMAR may, upon seven (7) days written notice, terminate the Contract after the Work is stopped for a period of sixty (180) consecutive days through no act or fault of CMAR, or of a Subcontractor, or their employees or agents, or due to issuance of a court order or other order from a public authority having jurisdiction.

If CMAR terminates the Contract under the terms of the previous paragraph, it may recover from OWNER payment for Work completed and approved, including reasonable overhead and profit earned through the date of termination. CMAR will not be entitled to overhead and profit on any unperformed Work.

58.0 TERMINATION FOR DEFAULT

58.1 Notwithstanding any other provisions of the Contract, CMAR shall be considered in default of its contractual obligations under the Contract if it:

58.1.1 Performs work which fails to conform to the requirements of the Contract;

58.1.2 Fails to make progress so as to endanger project schedule and/or scheduled Milestones;

58.1.3 Abandons or refuses to proceed with any of the Work, including modifications directed pursuant to Article 12.0 CHANGES;

58.1.4 Fails to fulfill or comply with any of the terms of the Contract;

58.1.5 Engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with CMAR's obligations under the Contract; or if

58.1.6 CMAR becomes insolvent or makes a general assignment for the benefit of creditors or reasonable grounds for insecurity arise with respect to CMAR's performance.

58.2 Upon the occurrence of any of the foregoing, OWNER shall notify CMAR in writing of the

nature of the failure and of OWNER's intention to terminate the Contract for default. If CMAR does not cure such failure within seven (7) calendar days from receipt of notification, or sooner if safety is involved, or fails to provide satisfactory evidence that correction of such default has commenced and will be corrected within a reasonable time, OWNER may, by written notice to CMAR and without notice to CMAR's sureties, if any, terminate in whole or in part CMAR's right to proceed with the Work and OWNER may prosecute the Work to completion by contract or by any other method deemed expedient. OWNER may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property of any kind furnished by CMAR and necessary to complete the Work.

58.3 CMAR and its sureties, if any, shall be liable for all costs in excess of the Contract price for such terminated work reasonably and necessarily incurred in the completion of the Work, including, but not limited to, cost of administration, orders contracts, or subcontracts awarded to others for completion.

58.4 Upon termination for default, CMAR shall:

58.4.1 Immediately discontinue work on the date and to the extent specified in the notice and place no further orders or subcontracts to the extent that they relate to the performance of the terminated work;

58.4.2 Inventory, maintain and turn over to OWNER all data, designs, licenses, equipment, materials, plant, tools, and property furnished by CMAR or provided by OWNER for performance of the terminated work. This includes all warranties and guarantees required by Article 51.0 WARRANTY.

58.4.3 Promptly make every reasonable effort to obtain cancellation terms satisfactory to OWNER of all orders and subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by OWNER;

58.4.4 Cooperate with OWNER in the transfer of information and the disposition of work in progress so as to mitigate damages;

58.4.5 Comply with other reasonable requests from OWNER regarding the terminated work; and

58.4.6 If applicable, continue to perform in accordance with all of the terms and conditions of this Contract such portion of the Work that is not terminated.

58.5 If, after termination pursuant to this clause, it is determined for any reason that CMAR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 59.0 – Optional Termination.

58.6 The rights and remedies of OWNER provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

59.0 OPTIONAL TERMINATION

59.1 OWNER may, at its option, terminate for its convenience any of the Work under the Contract in whole or, from time to time, in part, at any time by written notice thereof to CMAR. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination. Upon receipt of any such notice, CMAR shall, unless the notice requires otherwise:

59.1.1 Immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of the Work under the Contract that is not terminated;

59.1.2 Promptly obtain assignment or cancellation upon terms satisfactory to OWNER of all orders and subcontracts to the extent they relate to the performance of the Work terminated or assign to OWNER those orders and subcontracts and revoke agreements specified in such notice;

59.1.3 Assist OWNER, as specifically requested in writing, in the maintenance, protection and disposition of work in progress, plant, tools, equipment, property and materials acquired by CMAR or furnished by OWNER under the Contract; and

59.1.4 If applicable, complete performance of any work that is not terminated.

59.2 Upon any such termination, CMAR shall waive any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of CMAR, OWNER shall pay CMAR in accordance with the following provisions, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination:

59.2.1 All Contract amounts due and not previously paid to CMAR for work completed in accordance with the Contract prior to such notice

59.2.2 All reasonable costs for work thereafter performed as specified in such notice.

59.2.3 Reasonable administrative costs of settling and paying claims arising out of the termination of work under orders or subcontracts as provided in Article 59.1.2 above.

59.2.4 The verifiable costs incurred pursuant to Article 59.1.3 above.

59.2.5 Overhead and profit on Items 2 through 4 of this Article 59.2 per Exhibit B – Compensation Conditions.

59.3 CMAR shall submit within thirty (30) days after receipt of notice of optional termination, a proposal for an adjustment to the Contract price including all incurred costs described herein. OWNER shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

59.4 The rights and remedies of OWNER provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

60.0 SUSPENSION

60.1 OWNER may, at its sole option, decide to suspend at any time, from time to time, the performance of all or any portion of the Work to be performed under the Contract. CMAR will be notified of such decision by OWNER in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the Jobsite. During the period of suspension, CMAR shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with the suspension.

60.2 Upon receipt of any such notice, CMAR shall, unless the notice requires otherwise:

60.2.1 Immediately discontinue work on the date and to the extent specified in the notice;

60.2.2 Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;

60.2.3 Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;

60.2.4 Continue to protect and maintain the Work including those portions on which work has been suspended; and

60.2.5 Take any other reasonable steps to minimize costs associated with such suspension.

60.3 As full compensation for such suspension CMAR will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of work:

60.3.1 A standby charge to be paid to CMAR during the period of suspension of work which standby charge shall be sufficient to compensate CMAR for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;

60.3.2 All reasonable and documented costs associated with mobilization and demobilization of CMAR's plant, forces and equipment;

60.3.3 An equitable amount to reimburse CMAR for the cost of maintaining and protecting that portion of the Work upon which work has been suspended; and

60.3.4 If, as a result of any such suspension of work, the cost to CMAR of subsequently performing work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of work.

60.4 Upon receipt of notice to resume suspended work, CMAR shall immediately resume performance of the suspended work to the extent required in the notice.

60.5 If CMAR intends to assert a claim for equitable adjustment under this clause it must, pursuant to Article 12.0 – CHANGES, and within ten (10) calendar days after receipt of notice to resume work, submit the required written notification of claim and within twenty (20) calendar days thereafter its written proposal setting forth the impact of such suspension.

60.6 No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any CMAR's non-compliance with requirements of this Contract.

61.0 CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of the other party's employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other party within seven (7) days after the first knowledge of such injury or damage and shall be resolved pursuant to Articles 6.5 through 6.7.

Any costs to OWNER caused by defective or ill-timed Work performed by CMAR shall be paid by CMAR.

62.0 NOTICES

Any notices provided for hereunder shall be in writing and may be served either personally on the Authorized Representative of the receiving party at the job site or by registered mail to that party at the addresses shown below:

OWNER: Douglas County
PO Box 218
Minden, NV 89423

Authorized Representative – Scott McCullough, Project Manager

CMAR: TBD

These addresses may be changed by either of the parties by written notice to the other.

OWNER and any person or entity designated by OWNER has the authority to represent OWNER for the purposes of compliance under NRS 338.525 and NRS 338.535.

63.0 CMAR CORRESPONDENCE

All CMAR correspondence to OWNER pertaining to this Contract shall be numbered sequentially, grouped by letter or letter of transmittal, commencing with the Number 001, signed by CMAR's Authorized Representative. Any correspondence not so numbered or so signed by the Authorized Representative shall be returned to CMAR and shall not be recognized as Contract correspondence and shall not be considered to be notice to OWNER of anything and shall not require OWNER to take action or to respond. Any documents being transmitted electronically need to be PDF searchable text.

All CMAR correspondence to OWNER shall be transmitted through OWNER specified system.

DOUGLAS COUNTY
MINDEN, DOUGLAS COUNTY, NEVADA

EXHIBIT "B"
COMPENSATION CONDITIONS

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EXHIBIT "B"
COMPENSATION CONDITIONS

1.0 SCHEDULE OF VALUES

Within fourteen (14) calendar days after the issuance of the Notice to Proceed, CMAR shall submit to OWNER and Architect a schedule of values of the various portions of the Work, aggregating to the total Contract Sum, divided to facilitate payments to Subcontractors, prepared in a form acceptable to OWNER, and supported by such data to substantiate its correctness as OWNER may require. This schedule, when approved by OWNER and Architect, shall be the basis for each Progress Payment Application. The scheduled costs shall be itemized in accordance with the breakdown listed in the CMAR GMP Proposal and according to the list of defined components included in Article 2.0 PAYMENT TERMS AND DEFINITIONS.

2.0 PAYMENT TERMS AND DEFINITIONS

2.1 Cost of the Work – refer to definitions contained in Exhibit "A" – General Conditions, Article 1.21 – DEFINITIONS.

2.2 CMAR's General Conditions – refer to definitions contained in Exhibit "A" – General Conditions, Article 1.11 – DEFINITIONS.

2.3 CMAR's Fee – refer to definitions contained in Exhibit "A" – General Conditions, Article 1.10 – DEFINITIONS.

2.4 CMAR's Contingency:
Construction Contingency is for CMAR's exclusive use and may be used by CMAR at its sole discretion. CMAR will notify OWNER within forty-eight (48) hours of any Contingency Fund Expenditure. Use includes, but is not limited to:

2.4.1 Conflicts, ambiguities, schedule acceleration and any problems arising from a lack of coordination among and within the bid packages, and for any other problems arising from the gaps in scope interface between subcontractors;

2.4.2 Over time work to maintain the Project schedule that is not the result of any fault or neglect of OWNER;

2.4.3 For relatively minor additional work needed to address conditions discovered in the course of the Project.

2.5 OWNER's Contingency:
OWNER's Contingency shall not be included in the GMP and is for OWNER's exclusive use and may be used by OWNER at its sole discretion. CMAR will notify OWNER in writing of any proposed OWNER's Contingency Fund expenditure, and OWNER's written approval is required in advance of any work. Use includes, but is not limited to:

2.5.1 OWNER requested changes to scope of work;

2.5.2 Unforeseen conditions;

2.5.3 Architect or Engineering design errors;

2.5.4 Schedule delays attributable to OWNER and in no way attributable to CMAR, its agents, employees, subcontractors, or suppliers.

2.6 Allowances and Add Alternates:

Allowances and Add Alternates belong to OWNER, and solely for purposes as identified in the GMP, and any portion thereof that remains when the Work is completed belongs solely to OWNER.

2.7 Bonds and Insurances:
CMAR shall only be reimbursed for actual cost of bonds and insurance charged by the relevant regulatory agencies to permit construction of the project. Exhibit "A" – General Conditions, Article 4.4 Bond Requirements describes CMAR's responsibility in this regard. CMAR shall purchase the bonds and insurance and submit invoices/receipts for same with the first progress payment requisition. The cost of said purchases shall be itemized as a lump sum amount and billed based upon the percentage complete of the entire Work. CMAR shall be reimbursed for direct costs of the bonds and insurance only, i.e., no overhead shall be applied to the cost of the bonds and insurance. The established Allowance for procurement of bonds and insurance is shown on the GMP Form and CMAR shall include this amount in CMAR's GMP for the Contract. Only those bonds and insurance obtained by the CMAR as required by the Contract are reimbursable from this specified line item in the GMP. CMAR and its Subcontractors shall not be entitled to additional bond or insurance costs for changes funded through CMAR Contingency or OWNER's Allowances or Add Alternates.

3.0 PRICING OF CHANGES

3.1 The cost of all changes shall be arrived at by one (1) or more of the following three (3) methods, in precedence:

3.1.1 Method One: Applicable Unit prices in the Contract Documents shall be used for additive or deductive units of work, whether quantity adjustments to field count or work added or deducted by OWNER, providing the addition or deletion of units does not exceed plus or minus twenty-five percent (+25%) on major contract items at the time of execution of the Contract. CMAR will verify the actual units added or deducted.

3.1.2 Method Two: Unless otherwise required, CMAR shall, within fourteen (14) calendar days following receipt of a written change request, submit in writing to OWNER a proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to OWNER of performing the change and shall reflect any changes to the schedule.

The proposal shall state CMAR's added and/or deleted compensation in detail, including but not limited to:

3.1.2.1 Cost of Work, per Article 3.2.1.
3.1.2.2 CMAR Fee, per Article 3.2.2.

If CMAR does not propose the compensation for such change or any part thereof within the time required, or if any compensation for such change, or any part thereof cannot be agreed prior to commencement of Work on the change, OWNER may use an Order-of-Magnitude Estimate for the change and the final cost of the change shall be determined in accordance with the details of this Article.

3.1.3 Method Three: For changes to the Contract that are negotiated after the Work is completed, the pricing change shall be based on the process set forth as described in Articles 3.1.1 and 3.1.2 above.

3.2 Compensation for Costs:

Costs for which CMAR shall be entitled to compensation under 3.1.2 are as follows:

3.2.1 Cost of the Work: as defined in Exhibit "A" – General Conditions, Article 1.21 – DEFINITIONS.

3.2.2 CMAR Fee: as defined in Exhibit "A" – General Conditions, Article 1.10 – DEFINITIONS.

The proposal may include a CMAR fee at the Contract established rate. The CMAR Fee shall be calculated against the CMAR Cost of the Work.

CMAR Fee = (CMAR Fee % X CMAR Cost of the Work)

3.2.3 Subcontractor Overhead and Profit: Overhead, profit, and markup percentages shall be included as set out below. All overhead and profit markups shall be calculated against the Cost of the Work as defined in Exhibit "A" – General Conditions, Article 1.21 – DEFINITIONS.

For any tier Subcontractor, for any work performed by their own forces, the proposal may include an overhead/profit percentage up to a maximum of fifteen percent (15%). All costs details shall be submitted with the proposal and billings.

For any tier Subcontractor, for any work subcontracted to a lower-tier subcontractor, the proposal may include up to a maximum of a ten percent (10%) markup on the lower tier Subcontractors direct labor and material costs. All cost details shall be submitted with proposal and billings.

For self-perform change work by the CMAR's direct-hire forces, no additional overhead, profit and mark-up shall be applied and the provisions of Articles 3.1 and 3.2 shall prevail.

NOTES: Example of CMAR Cost Proposal (for illustration purposes only).

CMAR		
Self perform work direct cost:		$100,000.00
1st Tier Subcontractor		
Self perform work direct cost:		$ 90,000.00
Overhead/profit percentage	(up to 15.00%)	$ 13,500.00
Total cost of self perform work with OH/P mark-up		$103,500.00
1st Tier Subcontractor mark-up on direct cost of 2nd tier Subcontractor	(up to 10.00%)	$ 5,000.00
1st Tier Subcontractor Total		$108,500.00
2nd Tier Subcontractor		
Self perform work direct cost:		$ 50,000.00
Overhead/profit percentage	(up to 15.00%)	$ 7,500.00
Total cost of self perform work with OH/P mark-up		$ 57,500.00
CMAR COST OF THE WORK		**$266,000.00**
CMAR FEE (*must align with RFP Proposal*)	2.8%	**$ 7,448.00**
TOTAL CMAR PROPOSAL		**$273,448.00**

3.2.4 Bond Cost: The CMAR and the Subcontractors shall not be entitled to additional

bond or insurance costs for changes funded through the CMAR Contingency or the Owner's Allowances or Add Alternates. Refer to Article 2.7 for submittal of costs

3.2.5 Deductions or Additions: For deductive changes which do not contain any additive cost items, there will be a reduction in Cost of the Work and CMAR's Fee, and likewise, no additional cost by CMAR for processing.

For changes containing both additions and deductions, covering unrelated work, the allowance for overhead and profit, per Article 3.2.3, shall be in full on the additional subcontractor work and the deductions shall be at cost with overhead and profit deducted when the net difference is a deduct. CMAR Fee will not be allowed unless the net difference in cost is an add.

For changes containing both additions and deductions, covering related work or substitutions, the allowance for Subcontractor overhead and profit, per Article 3.2.3, shall be allowed only on the net difference in Cost of the Work, if that net difference is an add to the Contract. CMAR Fee will not be allowed unless the net difference in cost is an add.

4.0 BACKCHARGES

4.1 OWNER may in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to CMAR amounts sufficient to cover the full costs of any of the following:

4.1.1 CMAR's failure to comply with any provision of this Contract or CMAR's acts or omissions in the performance of any part of this Contract, including, but not limited to, violation of any applicable law, order, rule or regulation, including those regarding safety, hazardous materials or environmental requirements;

4.1.2 Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means when CMAR states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or

4.1.3 Circumstances when OWNER agrees to or is required to take action or perform work for CMAR, such as cleanup, off-loading or completion of incomplete work.

4.2 OWNER may also backcharge against CMAR for work done or cost incurred to remedy these or any other CMAR defaults, errors, omissions or failures to perform or observe any part of this Contract. OWNER may, but shall not be required to, give CMAR written notice before performing such actions or work or incurring such cost.

The cost of backcharge work shall include:

4.2.1 Incurred labor costs including all payroll additives;

4.2.2 Incurred net delivered material costs;

4.2.3 Incurred lower-tier supplier and CMAR costs directly related to performing the corrective action;

4.2.4 Equipment and tool rentals at prevailing rates in the Jobsite area; and

4.2.5 A factor of twenty-five (25) percent applied to the total of Items 1 through 4 for OWNER's overhead, supervision and administrative costs.

4.3 The backcharge notice may request CMAR's concurrence for OWNER to proceed with the required action or work. CMAR's failure to concur shall not impair OWNER's right to proceed

with the action or work under this or any other provision of this subcontract.

4.4 OWNER shall separately invoice or deduct from payments otherwise due to CMAR the costs as provided herein. OWNER's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The performance of backcharge work by OWNER shall not relieve CMAR of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting Exhibit "A" – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA.

5.0 PROGRESS PAYMENT APPLICATIONS

CMAR shall submit a Progress Payment Application not more than once each month in the form required by OWNER. Each Progress Payment Application shall be accompanied by a current construction schedule, updated to reflect all change orders and/or changes in the Work.

Each Progress Payment Application shall correctly set forth the value of all Work satisfactorily performed to date, less 10% of that amount as a retained percentage. Once the Work is 50% complete, OWNER may, at OWNER's discretion, reduce the amount of retention to 5% of the total Contract Sum. OWNER may pay the invoiced value, less retention, of materials properly stored on site or in approved, bonded, and insured facilities. In no event will the CMAR be paid more than the listed value of each properly completed portion of the Work, less the required retention, until the entire Work has been successfully completed.

If payment is requested for materials or equipment not yet incorporated in the Work, but delivered and properly stored at the site or at a bonded and insured facility previously approved by OWNER in writing, such payment shall be conditioned upon submission by CMAR of documentation, satisfactory to OWNER, as deemed necessary to protect OWNER's interest, including applicable insurance and transportation to the job-site. The risk of loss for such materials or equipment shall remain with CMAR until final completion and acceptance of the Work.

CMAR guarantees that title to all Work, materials, and equipment covered by a Progress Payment Application, whether incorporated into the Project or not, has passed to OWNER prior to issuing the Progress Payment Application, free and clear of all liens, claims, security interests, or encumbrances, and that no Work, materials, or equipment covered by a Progress Payment Application has been acquired by CMAR, or by any other person, subject to an agreement under which an interest therein, or an encumbrance thereon is retained by the seller or otherwise imposed by CMAR or such other person. This provision shall not be construed to relieve CMAR of its sole responsibility for the care and protection of the Work, and to restore all damages thereto, nor shall serve as a waiver of the right of OWNER to require the fulfillment of all terms of the Contract Documents.

Upon receipt of each Progress Payment Application, and within seven (7) days time, OWNER and Architect will either approve the Progress Payment Application, modify the Progress Payment Application for such amount as is determined to be properly due, or reject the Progress Payment Application.

OWNER may decline to approve any Progress Payment Application, or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of a Progress Payment Application previously paid to such extent as may be necessary to protect OWNER from loss based on any of the following grounds. When the grounds are removed, payment shall be approved for the associated amount withheld.

5.1 Defective Work not remedied.
5.2 Claims filed or reasonable evidence indicating the probable filing of claims.
5.3 Failure of the CMAR to make proper payments to Subcontractors or Suppliers.
5.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract

Sum.
5.5 Damage to a separate contractor.
5.6 Reasonable indication that the Work will not be completed within the Contract Time.
5.7 Unsatisfactory execution of the Work by the CMAR.
5.8 Failure to maintain any insurance required by the Contract Documents.
5.9 Any other breach of the Contract Documents.

If OWNER should fail to pay CMAR within thirty (30) calendar days after the date that a Progress Payment Application is signed and approved for payment by OWNER, then the CMAR may, after seven (7) additional calendar days, give written notice to OWNER and stop the Work until payment is received.

No payment by OWNER shall constitute an acceptance of any Work not in accordance with the Contract Documents, nor shall it relieve CMAR of full responsibility for correcting defective Work or materials found at any time prior to completion of the entire Work or during the guarantee period.

6.0 FINAL PAYMENT

When OWNER has received satisfactory evidence that all claims and obligations of CMAR have been paid, discharged, or waived, OWNER will make final payment to CMAR of all monies retained on all properly completed and accepted Work in addition to CMAR's share of funds remaining in CMAR's Construction Contingency and CMAR's share of cost savings after accounting for OWNER's share of funds remaining in CMAR's Construction Contingency and OWNER's share of cost savings per Contract ARTICLE 3 – CONTINGENCY FUNDS and ARTICLE 4 – COST SAVINGS.

Issuance of final payment shall constitute a waiver of all claims by OWNER except those arising from any of the following:

6.1 Unsettled claims.
6.2 Guarantee or Warranty issues.
6.3 Faulty or defective Work
6.4 Failure of the Work to comply with the requirements of the Contract Documents.
6.5 Latent defects in the Work.

If any such claims remain unsatisfied after final payment is made, the CMAR shall refund to OWNER all monies OWNER may be compelled to pay in discharging such claims and any costs related thereto.

The acceptance by CMAR of final payment shall constitute a full and complete release to OWNER of all claims by, and all liability to, CMAR for all things done or furnished in connection with the Work and for every act and neglect of OWNER and any others for whom OWNER is or may be responsible relating to or arising out of performance of the Work by CMAR. No payment, final or otherwise, shall operate to release CMAR or its Surety from any obligations under the Contract, or under the Performance and Payment Bonds.

As a condition of requesting or receiving final payment, CMAR shall submit all operation and maintenance manuals, guarantees, as-built drawings, surety release, and all other close-out documents as may be applicable under the Contract Documents.

7.0 LIQUIDATED DAMAGES

It is hereby mutually understood and agreed, by and between CMAR and OWNER, that the Contract Time, as specified in the Contract, is an essential condition of the Contract. It is further mutually understood and agreed that both the Work and the Contract Time shall commence on the starting date established in the Notice to Proceed letter.

CMAR agrees that all of the Work shall be prosecuted regularly, diligently, and without interruption at a rate of progress that will ensure completion of the Work within the Contract Time.

If CMAR shall neglect, fail, or refuse to achieve Substantial Completion of the Work within the Contract Time, then CMAR and his Surety do hereby agree, as part of the consideration for the Contract, to pay to OWNER, not as a penalty, but as liquidated damages, the amount of $1,500 for each and every excess calendar day that is required to achieve Substantial Completion of the Work. The specified liquidated damages shall be the OWNER'S sole and exclusive remedy for excess calendar days.

CMAR and OWNER mutually agree that in the event of a delay the actual damages to be suffered by the Owner are difficult to determine and accurately quantify. Accordingly, CMAR, its Surety, and OWNER agree that the amount specified above for liquidated damages is the appropriate and best estimate of the damages that would actually be incurred by OWNER should the Work not be completed within the Contract Time.

Should the remaining balance of the Contract Sum be insufficient to cover the specified liquidated damages due OWNER, then OWNER shall have the right to recover such unrecovered liquidated damages from CMAR and/or its Surety.

Liquidated damages shall cease to be assessed on the date that Substantial Completion is achieved provided CMAR completes all punch list work within the time limit stipulated in the Certificate of Substantial Completion. If CMAR does not complete all of the punch list work within the time limit stipulated in the Certificate of Substantial Completion, the assessment of liquidated damages shall resume on the date that the stipulated time limit expires and shall continue until all such punch list work is completed.

DOUGLAS COUNTY
MINDEN, DOUGLAS COUNTY, NEVADA

EXHIBIT "C"
ADDENDA

NO ADDENDUM ISSUED

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve a professional services contract with Construction Materials Engineers, Inc. for material testing for the Justice Center GMP #1, in an amount not-to-exceed $69,820, and authorize the County Manager to execute the contract. (Scott McCullough)

RECOMMENDED MOTION:
Approve a professional services contract with Construction Materials Engineers, Inc. for material testing for the Justice Center GMP #1, as presented, and authorize the County Manager to execute the contract.

FINANCIAL IMPACT:
The services rendered are required for contract compliance to the plans and specifications. The contract is on a time and materials basis with a maximum contract price of $69,820.

Funding is available in the Justice Center GMP #1 project (20B06) in the Fund 410-751.562.000, which includes:

- $1,762,387 already committed but not obligated
- $400,000 from the RTC fund to assist with the widening of Buckeye Road
- $2,715,813 uncommitted funds from Capital Project Fund (formally ARPA)
- $1,908,185 budgeted funds from Ad Val Capital Projects Fund in Fiscal Year 2024-25.

BACKGROUND:
The Justice Center Project will be constructed in two phases. Phase One is the widening of Buckeye Road, Site work, Utilities and the Central Utility Building which will be delivered by GMP #1. Construction of the first phase will commence in August 2024. This contract will support the construction approval and acceptance process.

If approved, Construction Materials Engineers (CME), Inc. will provide special inspection and materials testing services as described in the attached Testing and Inspection Proposal to include but not be

limited to materials testing for:

- Earthwork Grading
- Storm Drain Installation
- Sewer Installation
- Waterline Installation*
- Dry Utilities Installation*
- Aggregate Base Placement
- Concrete Placement **
- Asphalt Placement
- Masonry Installation**
- Structural Steel Installation**
- Epoxy/Anchor Bolt Installation**
- Laboratory Testing

* Compaction testing only will be provided
**(SP)- Special Inspection Required

ATTACHMENTS:
2020_Standard_Contract_Document-CME__2__v2 (1).docx
CME_Testing_and_Inspection_Proposal__JC_GMP_1.pdf

CONTRACT FOR PROFESSIONAL SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

Construction Materials Engineers, Inc.

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County (the "County"), and **Construction Materials Engineers, Inc**, a ***Nevada Corporation*** registered with the Nevada Secretary of State ("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; and

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

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

WHEREAS, Contractor represents Contractor is licensed by the State of Nevada as a design professional under NRS 388.010(8) and is not a member of a design-build team under NRS 338.010(7).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date"). Time is of the essence in this Contract. All work required in Paragraph 2 of this Contract shall be finally completed by no later than Dec 31, 2025.

2. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform professional services related to material testing for the construction of the Justice Center GMP #1. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Attachment A hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 on a time and materials basis (billed at the rates as set forth in Attachment A) not to

exceed Sixty-Nine Thousand, Eight Hundred and Twenty Dollars ($69,820) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's 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.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

5. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

> ***Independent Contractor*** *has entered into a contract with Douglas County to perform services related to the material testing for construction of the Justice Center GMP #1 through December 31, 2025, and requests that an authorized 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
ATTN: ***Scott McCullough, Project Manager***
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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 the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement.

7. TERMINATION OF CONTRACT. Either Party may terminate the Contract if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

8. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

9. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this

document, and Attachment A . The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Attachment A.

10. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. Contractor is further directed and reminded that it is prohibited from discriminating against any employee (or applicant for employment) on the basis of race, color, creed, national origin, sex, age, or disability. More specifically, the following specific requirements apply to this agreement:

(1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.§ 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued

12. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

13. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

15. PUBLIC RECORDS LAW. Contractor expressly understands and 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, will 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. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or

executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

16. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and, hold harmless and defend County from and against any liabilities, damages, losses, claims, expenses, actions or proceedings caused by or arising from the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor against all liability, claims, actions, damages, losses, and expenses, including, without limitation, County's reasonable attorneys' fees and costs.

17. LIMITED LIABILITY. County will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Party.

18. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

20. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

21. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

22. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to unforeseeable protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

23. COUNTERPARTS. This agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

25. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Scott McCullough, Project Manager
Post Office Box 218
Minden, Nevada 89423

To Contractor: **Construction Materials Engineers, Inc**
Attn: Jon A. Del Santo, P.E.; Principle
300 Sierra Manor Drive, Suite 1
Reno, NV 8951

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26. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

Construction Materials Engineers, Inc
Attn: Jon A. Del Santo, P.E.; Principle

By: _____
Name: _____
Title: _____ (Date)

Douglas County

By: _____
Jenifer Davidson
County Manager (Date)

CME CONSTRUCTION MATERIALS ENGINEERS, INC.
300 Sierra Manor Drive, Suite 1
Reno, NV 89511

June 12, 2024

Scott McCullough
Douglas County
1594 Esmeralda Avenue
Minden, NV 89423

RE: Douglas County Justice Center - GMP #1
Minden, Nevada
Special Inspection and Materials Testing Services Proposal

Dear Mr. McCullough:

CME, Inc. is pleased to provide this cost proposal for special inspection and materials testing services on the referenced project.

It is understood that our scope of work is to provide Engineer of Record, on-site inspection and materials testing services when required. Our on-site inspector can also provide material testing of subgrade soils, backfill soils, aggregate base, concrete, and asphalt. Based upon the GMP #1 Final Permit Set plans dated April 24, 2024, the project schedule provided by Core Construction dated April 30, 2024, and the 2012 Standard Specifciatons for Public Works Construction Revison 8, we will provide the following services which will require inspection and materials testing:

- *Earthwork Grading*
- *Storm Drain Installation*
- *Sewer Installation*
- *Waterline Installation**
- *Dry Utilities Installation**
- *Aggregate Base Placement*
- *Concrete Placement***
- *Asphalt Placement*
- *Masonry Installation***
- *Structural Steel Installation***
- *Epoxy/Anchor Bolt Installation***
- *Laboratory Testing*

**Compaction testing only will be provided*
***(SP) – Special Inspection Required*

A detailed scope of work outline including total trips, hours per trip and associated fees is attached for your review. Several tasks such as the CUB construction and site utilities installation overlap on the same days. The hours per trip were able to be reduced due to multiple tasks occurring at the same time.

The attached scope of work will include daily field reports describing construction and materials testing activities. Individual test results for compaction testing, concrete testing, and grout testing will be provided verbally at the completion of each test. Written summaries of the inspection dialogues and materials testing results will be provided weekly in addition to submitting to the City of Reno Quality Assurance program managers on a bi-weekly basis.

Based on the project plans, the requirements of the Standard Specifications for Public Works Construction, and the Core Construction schedule dated April 30, 2024, we will provide our services on a time and expense basis for an estimated fee of $69,820.00. As you know, our services are dependent on your construction schedule and the scope of work provided. Any changes to your schedule or the anticipated scope may result in a change in cost. All services outside the attached estimate will be provided on a time and expense basis in accordance with our current standard fee schedule.

We appreciate the opportunity to provide our inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

Jon A. Del Santo, PE
Principal
jdelsanto@cmenv.com
Direct: 775-737-7564
Mobile: 775-846-4399

JAD:jmm
Enclosure

v:\projects\minor proposals\2024\Douglas County Justice Center GMP #1\letter_06-12-24.docx

CME CONSTRUCTION MATERIALS ENGINEERS, INC.

775-851-8205

DOUGLAS COUNTY JUSTICE CENTER - GMP #1
SPECIAL INSPECTION, & MATERIALTESTING SERVICES
1280 BUCKEYE ROAD, MINDEN, NV 89423

DOUGLAS COUNTY **DATE :** **6/12/2024**

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGEMENT					**20 WEEKS**
PROJECT MANAGER	20	1.5	$ 190.00	$ 5,700.00	COORDINATION, CONSULTATION AND REPORTS
PROJECT MANAGER	3	2	$ 190.00	$ 1,140.00	PRE-CON/PROJECT MEETINGS
VEHICLE	6		$ 15.00	$ 90.00	
					$ 6,930.00
EARTHWORK					
INSPECTOR REG. - (SP)	15	5	$ 125.00	$ 9,375.00	SITE GRADING
INSPECTOR REG.	5	5	$ 125.00	$ 3,125.00	ACCESS ROAD
VEHICLE + NUCLEAR GAUGE	100		$ 20.00	$ 2,000.00	
					$ 14,500.00
UTILITIES					
INSPECTOR REG.	20	2	$ 125.00	$ 5,000.00	SEWER / STORM DRAIN
INSPECTOR REG.	50	2	$ 125.00	$ 12,500.00	WATER / GAS / POWER / DRY UTILITIES
VEHICLE + NUCLEAR GAUGE	140		$ 20.00	$ 2,800.00	
					$ 20,300.00
PORTLAND CEMENT CONCRETE (PCC)					
INSPECTOR REG.*	4	6	$ 125.00	$ 3,000.00	ACCESS ROAD / SIDEWALK / CURB & GUTTER
INSPECTOR REG. - (SP)*	2	6	$ 125.00	$ 1,500.00	FOOTINGS / SLAB ON GRADE
VEHICLE	36		$ 15.00	$ 540.00	
*INCLUDES CYLINDER PICKUP ON THE NEXT BUSINESS DAY					$ 5,040.00
ASPHALT CONCRETE					
INSPECTOR REG.	1	8	$ 125.00	$ 1,000.00	AC PAVEMENT (~450 TONS)
VEHICLE	8		$ 15.00	$ 120.00	
CORING TECHNICIAN REG.	1	4	$ 125.00	$ 500.00	IF NEEDED
CORE RIG/VEHICLE	4		$ 60.00	$ 240.00	IF NEEDED
					$ 1,860.00
MASONRY					**25 DAYS**
INSPECTOR REG. (SP)	15	5	$ 125.00	$ 9,375.00	CMU WALLS / STEM WALLS
VEHICLE	75		$ 15.00	$ 1,125.00	
COMPRESSIVE STRENGTH OF BLOCK	2		$ 510.00	$ 1,020.00	1 SET OF 6
COMPRESSIVE STRENGTH OF MORTAR	2		$ 120.00	$ 240.00	1 SET OF 3
COMPRESSIVE STRENGTH OF GROUT	8		$ 120.00	$ 960.00	1 SET OF 3
					$ 12,720.00
STRUCTURAL STEEL					
INSPECTOR REG. (SP)	4	4	$ 125.00	$ 2,000.00	FIELD WELDING INSPECTION
INSPECTOR REG. (SP)	1	4	$ 125.00	$ 500.00	SHOP INSPECTION (IF REQUIRED)
VEHICLE	20		$ 15.00	$ 300.00	
					$ 2,800.00
EPOXY / ANCHOR BOLTS					
INSPECTOR REG. (SP)	3	4	$ 125.00	$ 1,500.00	CMU / PCC SLAB ANCHORS
VEHICLE	12		$ 15.00	$ 180.00	
					$ 1,680.00
LABORATORY TESTING					
SIEVE ANALYSIS	2		$ 120.00	$ 240.00	STRUCTURAL FILL (IF NEEDED)
PLASTICITY INDEX	2		$ 120.00	$ 240.00	STRUCTURAL FILL (IF NEEDED)
MOISTURE DENSITY CURVE	2		$ 300.00	$ 600.00	SUBGRADE & STRUCTURAL FILL (IF NEEDED)
ASPHALT FULL MARSHALL SERIES	1		$ 640.00	$ 640.00	1/500 TONS
ASPHALT IGNITION OVEN CORRECTION			$ 300.00	$ -	IF NEEDED
CORE UNIT WEIGHTS	1		$ 270.00	$ 270.00	SETS OF THREE PER PROJECT
CYLINDERS	10		$ 200.00	$ 2,000.00	SETS OF FIVE (1/150CY OR 1/DAY- ACI)
					$ 3,990.00

ESTIMATED TOTAL FEE: $ 69,820.00

NOTES:
1. **(SP) - SPECIAL INSPECTION REQUIRED**
2. **BASED ON CME PAYING NON-PREVAILING WAGE RATES**
3. **OVERTIME IS NOT INCUDED, BUT IF NEEDED, WILL BE CHARGED AT 1.3 TIMES REGULAR RATE**
4. **SHOP INSPECTION ASSUMES A LOCAL SHOP, COST WILL CHANGE BASED ON SHOP LOCATION**

AGENDA ITEM NO. 6.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to select an exterior elevation design option for the new Douglas County Justice Center and direct staff to submit the option selected by the Board for final design review. (Scott McCullough)

RECOMMENDED MOTION:
Select exterior elevation design Option #1 for the new Douglas County Justice Center and direct staff to submit the option selected by the Board for final design review.

FINANCIAL IMPACT:
Based on the prior direction of the Board of County Commissioners, as summarized in the History and Background section (III) of staff report provided as part of the back up for Agenda Item 2, the proposed financing for the construction of the Justice Center Building currently includes the issuance of up to $37,000,000 in general obligation debt payable from 15% of Douglas County's annual consolidated tax receipts, coupled with the issuance of up to $14,000,000 in medium term obligations anticipated to be repaid from legally available funds of Douglas County, including, without limitation, monies in Douglas County's Ad Valorem Capital Projects Fund in the estimated annual amount of $1,770,625 for a period of not more than 10 years. The total proposed debt for the Justice Center project is $51,000,000.

Later this year, (tentatively scheduled for December of 2024) county staff will introduce the bond ordinances required for General Obligation/C-Tax Revenue Bonds and Medium-Term Obligation bonds for possible adoption.

BACKGROUND:
Douglas County presented three exterior elevation options for the new Justice Center for the public to review and vote on their preferred design. This outreach included an online poll and public displays in multiple locations throughout Douglas County. Design option one secured the majority of the public votes.

Because the Justice Center will ultimately be constructed within the future boundary of the Town of Minden, each of the three designs and the results from the public survey were shared with the Minden Town Board. At their July 3, 2024 meeting, the town board members were asked to weigh in on their design preferences and to make a recommendation to the County Commission on the three proposed designs. After careful consideration and thoughtful deliberation, a majority of the Town Board voted (3 to 2) to recommend design option two. The two dissenting members expressed support for option three. Attached for reference, is a transcript from the meeting of the Town Board in which the designs were discussed.

Based on the feedback received to date and the recommendation of the design architect, Douglas County staff recommends the Board select **Design Option #1** for the exterior elevation of the new Douglas County Justice Center. Once the selection is made, staff will work with TSK Architects to further refine the selected design based on the feedback received from the Board of County Commissioners and submit the final exterior elevation as part of the final design review process to the Town of Minden.

ATTACHMENTS:

Design Options 8.5x11.pdf
Justice Center Flyer Front & Back - department original to 8.5x11.pdf
Voting Paper Survey - department original to 8.5x11.pdf
Justice Center Public Outreach Report.pdf
Justice Center Report Public Feedback.pdf
Justice Center Survey Results to pdf.pdf
Transcibed - Agenda Item 2 - July 3 2024 - Town of Minden Board Meeting.pdf



NEW DOUGLAS COUNTY JUSTICE CENTER

COURTHOUSE DESIGN



A Courthouse is a unique and significant Civic Structure, representing the importance, dignity, and weight of the Judicial System and what that means for our Democratic Society. Its design has the potential to embody the value of the rule of law and how this rule ought to be administered to the people. Courthouses should be both welcoming and open, while also exuding strength and order. Creating a building mass with strong forms and materiality with clear transparency works to achieve these dual goals, paying homage to the grandeur and history of the judicial system while also bringing greater visibility and metaphorical transparency into how justice works.

To best serve a community, a courthouse's design should be of the time and place in which it serves. The Courthouse ought to speak to the local character and design of the region, as the embodiment of law in the area. It should also speak to the time in history in which is occupies, not seeking to recreate the past, but instead to honor the past while moving into the future.

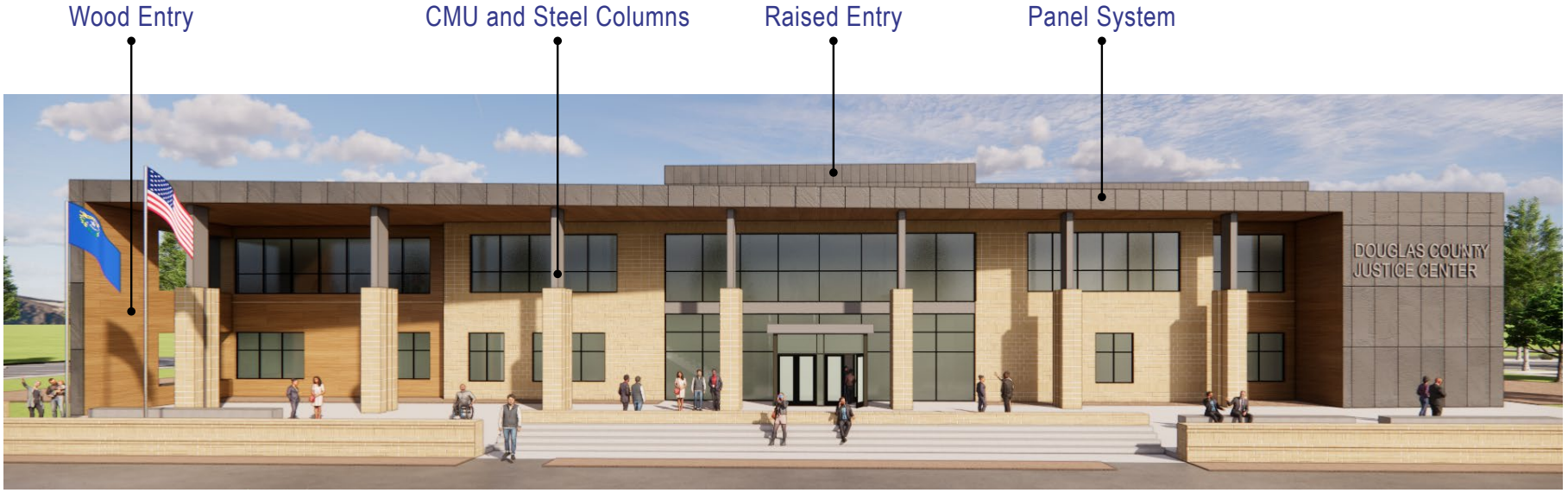
LOCALLY REFERENCED DESIGN

DESIGN OPTION 1

DESIGN INTENT:

Building upon the language of the local community and extending it to the future.

The locally referenced design style of the Douglas County Judicial Center seeks to carry out this important task of bringing the symbol of law to Douglas County in the 21st Century. The building works to create a welcoming place for the public's interaction, connection and involvement in the judicial system for the county. Frederick J. DeLongchamps Western Classical Revival Design of the 1915 Courthouse is a beautiful embodiment of the judicial system and the needs of the county in the beginning of the 20th century. This building along with a number of the other buildings DeLongchamps designed for the town of Minden have created a great visual language and character which the new design seeks to emulate as a representation of Douglas County, while taking this language and extending it into the future.





LOCALLY REFERENCED DESIGN



LOCALLY REFERENCED DESIGN



LOCALLY REFERENCED DESIGN

NEO-CLASSICAL DESIGN

DESIGN OPTION 2

DESIGN INTENT:

A historical referenced view of what courthouses used to be.

The neo-classical design seeks to reference the American historical view of courthouses that previously used classical design as a metaphor for temples of justice. The following pages reference some of the design principles that drive classical design and therefore this design.





NEO-CLASSICAL



NEO-CLASSICAL



NEO-CLASSICAL

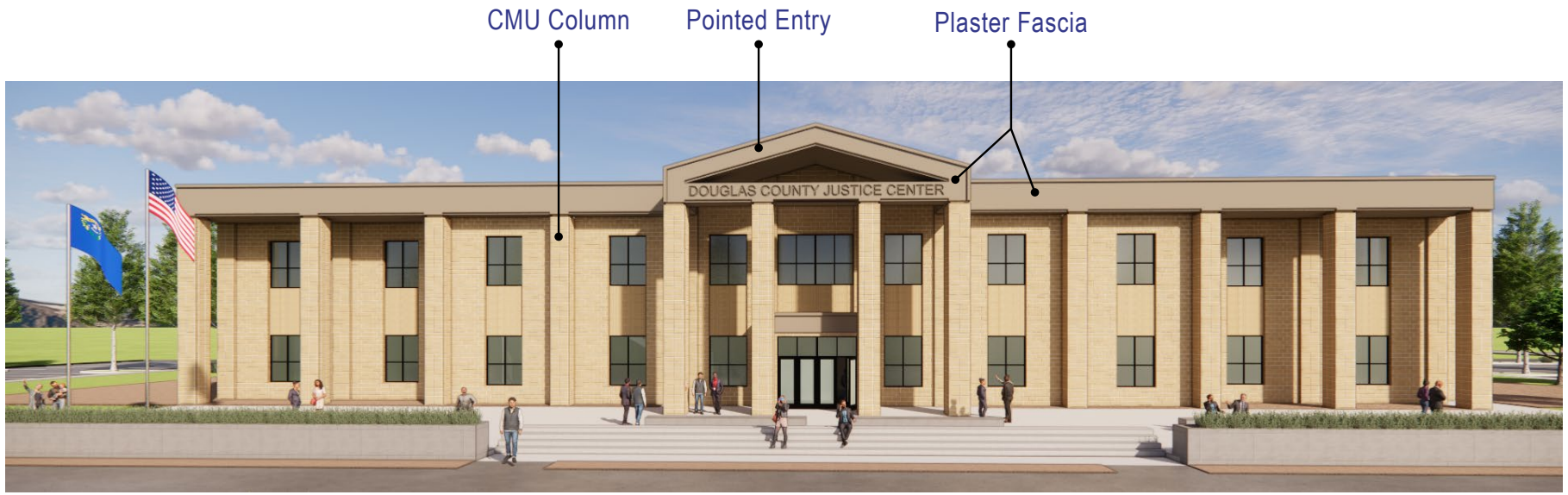
MODERN INTERPRETATION DESIGN

DESIGN OPTION 3

DESIGN INTENT:

A modern adaptation of historical courthouses.

Modern Interpretation of Classical Architecture has been employed at various times as an attempt to retain the general visual image behind classical architecture while employing modernism's design aesthetics. Modernism seeks to achieve sleek clean lines and to eliminate ornamentation that was purely used for decoration.





MODERN INTERPRETATION



MODERN INTERPRETATION



MODERN INTERPRETATION



OPTION 1 - LOCALLY REFERENCED



OPTION 2 - NEO-CLASSICAL



OPTION 3 - MODERN INTERPRETATION

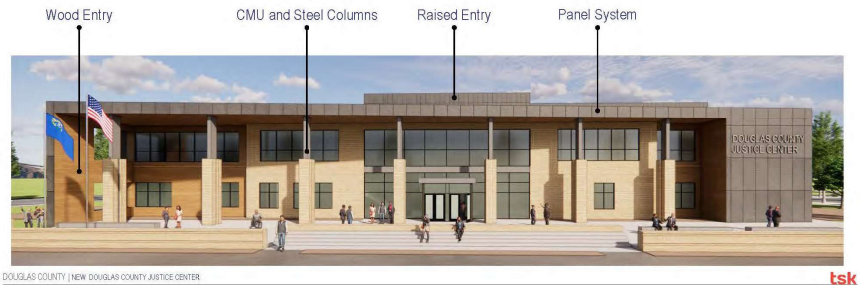
Click Below to Vote!

NEW DOUGLAS COUNTY JUSTICE CENTER

DESIGN OPTIONS

Design Option 1

LOCALLY REFERENCED exterior DESIGN: This design draws inspiration from the Western Classical Revival style of the historic Frederick J. DeLongchamps' 1915 Douglas County Courthouse. It aims to emulate the visual language and character that DeLongchamps' buildings brought to the town of Minden, extending this historical language into the future. Along with the Historic Courthouse design, local inspirations for the design materials included references from the Minden Inn, Bently Farmers Bank Building, and the Minden Mercantile.







Design Option 2

NEO-CLASSICAL exterior DESIGN: This design references the American historical view of courthouses, employing classical design principles to evoke the idea of courthouses as temples of justice. Local inspirations for the design included refences to the Nevada Court of Appeals. Design elements include glass fiber reinforced gypsum columns and a foam cornice.

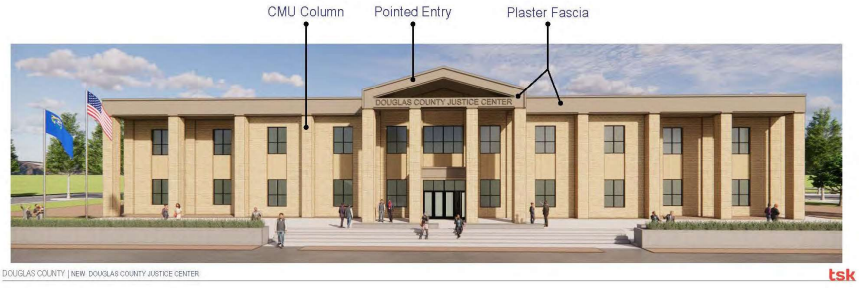






Design Option 3

MODERN INTERPRETATION exterior DESIGN: This design offers a modern adaptation of historical courthouse architecture, retaining the general visual image of classical architecture while embracing modernism's sleek, clean lines and eliminating purely decorative ornamentation. Local inspirations for this design included references to the Nevada Supreme Court. Design elements include a pointed entry, and plaster Fascia.







tsk

Click Below to Vote!

NEW DOUGLAS COUNTY JUSTICE CENTER

HISTORY AND LOCAL DESIGN



COURTHOUSE DESIGN

To best serve a community, a courthouse's design should be of the time and place in which it serves. The Courthouse ought to speak to the local character and design of the region, as the embodiment of law in the area. It should also speak to the time in history in which is occupies, not seeking to recreate the past, but instead to honor the past while moving into the future.



COURT STEPS

In each design, the courthouse steps have long acted as a pivotal part of the Courthouse. This space provided for public interaction, connection, and involvement of the community and in the judicial process. The new justice center design creates a plaza in front of the building to perform the same function as the steps once did for courthouses. The plaza is strengthened by a roof frame that defines it as an extension of the courthouse itself. At the front of the justice center plaza, stair seating pays homage to the historical visual character of the court steps.



RAISED ENTRY CAPITAL/SYMETRICAL

In each design, the raised roof capital and symmetrical entry of the justice center creates a clear entry sequence for how people should enter the new judicial center. The entry is framed between two columns giving greater weight and focus to the individuals moving through the space over the form of the building itself. The entry doors also mimics the 1915 courthouse in providing a framed portal in which people travel through to enter the building.



RECESSED ENTRY

The recessed entry of the courthouse provides the duel purpose of signifying the entry of the courthouse while also providing a covered sequence into the building.

DECORATIVE MASONRY AND MATERIALS

The town of Minden has a distinct character of masonry buildings with decorative patterns that bring ornamentation and interest into their simple facades. The materiality of these buildings are of cream or red masonry with wood and metal accents. In cream masonry buildings, the metal accents tend to be of a darker material.

CHARACTER STUDY IMAGES



tsk

NEW DOUGLAS COUNTY

JUSTICE CENTER

DESIGN OPTIONS

Design Preferences

Which Justice Center Design Do You Like Best? *



Design 1 - Locally Referenced Exterior: This design draws inspiration from the Western Classical Revival style of the historic Frederick J. DeLongchamps' 1915 Douglas County Courthouse. It aims to emulate the visual language and character that DeLongchamps' buildings brought to the town of Minden, extending this historical language into the future. Along with the Historic Courthouse design, local inspirations for the design materials included references from the Minden Inn, Bently Farmers Bank Building, and the Minden Mercantile.

☐

Please check 1 Box



Design 2 - Neo-Classical Exterior: This design references the American historical view of courthouses, employing classical design principles to evoke the idea of courthouses as temples of justice. Local inspirations for the design included refences to the Nevada Court of Appeals. Design elements include glass fiber reinforced gypsum columns and a foam cornice.

☐



Design 3 - Modern Interpretation Exterior: This design offers a modern adaptation of historical courthouse architecture, retaining the general visual image of classical architecture while embracing modernism's sleek, clean lines and eliminating purely decorative ornamentation. Local inspirations for this design included references to the Nevada Supreme Court. Design elements include a pointed entry, and plaster Fascia.

☐

Which element is MOST important to you?

Please circle 1 Box

Historical Architecture | Aesthetics

Is there anything else you'd like to say about your preferred design?

JUSTICE CENTER PUBLIC OUTREACH REPORT

Campaign Length: June 1-28, 2024

The Justice Center Design public feedback campaign demonstrated our commitment to community engagement and transparency. From June 1-28, 2024, we conducted an extensive public outreach initiative, encompassing a series of public appearances, online surveys, social media campaigns, and targeted email campaigns. These efforts have enabled us to connect with thousands of community members, gathering invaluable insights and perspectives that will shape the future of our Justice Center. This report details the breadth of our outreach activities, showcasing our dedication to the vital role of public input in the design process.

ONLINE SURVEY

We developed a public survey to generate feedback on residents' favorite Justice Center design. This survey generated 889 responses. In addition, residents submitted 197 comments about their specific thoughts about the Justice Center design.

IN-PERSON EVENTS

We attended community events during the course of the Justice Center design feedback initiative, interacting with of residents in the process.

Community Events

- Minden Farmer's Market on June 4
- Senior Lunch at the Community Center

POSTERS

We created and distributed informative posters around the County at many different locations. The posters displayed the justice center design options, and gave residents a chance to vote for their favorite design using a QR code. Posters were displayed at the Community and Senior Center, the Historic Courthouse, the Minden Inn, and the Judicial and Law Enforcement Center.

WEBSITE

We developed a webpage specific to the Justice Center at douglas-county-nv.civilspace.io/en/projects/justice-center-project. This page was posted on our homepage and linked in many social media posts and press releases.

PAPER SURVEY

We developed and distributed hundreds of copies of a paper survey, allowing residents without access to a digital device the chance to vote for their favorite Justice Center. Surveys were available at the in-person events, Community and Senior Center, the Count Manager's Office in Minden, and the Town of Minden offices.

TARGETED EMAIL

We developed a targeted email that went out to 2,141 people. This email generated 260 clicks that led people to the Justice Center design survey.

We also distributed a Justice Center survey link in our quarterly Douglas County newsletter, which was sent to 2,682 people.

NEWS MEDIA

We distributed a press release to hundreds of reporters in the northern Nevada/Lake Tahoe region. The news was circulated both in print and digital by media outlets.
Press Release

Earned Media: Carson Now, South Tahoe Now, The Record-Courier

SOCIAL MEDIA

We promoted organic posts and encouraged Justice Center feedback on various social media outlets, with nearly 75 different posts and stories, reaching more than 70,000 people.

Facebook

- Facebook Posts: 5
- Posted about: survey, design options
- Total People Reached Through Posts: 13,087
- Comments: 13

Twitter

- Twitter Posts: 3
- Posted about: survey, design options
- Total People Reached Through Posts: 750
- Comments: 0

Nextdoor

- Nextdoor Posts: 3
- Posted about: survey, design options
- Total People Reached Through Posts: 7,499
- Comments: 6

LinkedIn

- LinkedIn Posts: 3
- Posted about: survey, design options
- Total People Reached Through Posts: 245

- Comments: 1

Social Media Groups
We also targeted several community groups on Facebook in hopes of reaching more residents.

Justice Center Design Selection Survey Results

PUBLIC FEEDBACK

- I like to color blocking on design one but I would like to see that slight color variation on option three so it's not just a big tan box.
- I like the pointed entry and the clean lines. The columns in front and the roofline that sticks out from the building helps break up the front of the building.
- I really like design 3, I think it would look even better if it had the windows from design 1.
- It matches the rest of the buildings in Douglas County. #1 is way too modern
- I appreciate the simplicity of Design #2.
- looks the most functional and has shade.
- Please make it Eco friendly for our environment and what makes sense for the weather in our area. Solar power covered parking, eco materials to minimize impact on environment and utilizing sun, wind etc to reduce dependency on coal for heating, cooling.
- Whichever design is least expensive while maintaining safety. The bollards in #2 are not acceptable.
- We already have a neo classical court house and the third option looks like the Nevada Supreme Court building in Carson City
- I like the fact that Design 1 ties in better to our community and history as it already is. The other two designs are beautiful but not fitting for our town. It's too fancy maybe is the right word?
- Hands down, Design 1 is more in keeping with our existing buildings including our modern beautiful community center.
- I like the extended over hang . Makes for cooler entrance look and is useful.
- It is a modern interpretation and esthetically pleasing.
- Seems #1 is most attractive as well as having windows set back most from weather, increasing durability and implying lower maintenance costs.
- Option 3 with a bit more overhang to create some outdoor space that is covered (like in version 1) would be my preference if it existed.
- I like the planter design in option 3 to go with option 1
- Design #1 with the planters of #3
- Courthouse should reflect our history of constitutional rights. Other designs could be any bland government building.
- I normally like classical, but the classical design is too bland.
- Frederick DeLongchamps is one of the most influential architects in Nevada history. He designed a number of buildings in Minden as well as Thunderbird Lodge near Incline Village, the State Capitol and Federal Courthouse in Reno. It is fitting that the design reflect these historical facts.
- This is a major investment. Please do not build a "big box" store with a court inside.
- This design is timeless and represents a design that will best represent character of the community.

- Local references
- Design Option #1 represents a modern design that fits in with the more relaxed atmosphere of Douglas County, while incorporating elements of important historical design that represents our heritage.
- I prefer this design because it incorporates a pointed entry, which, I think, is essential in some form to emphasize the gravity of the functions inside. However, the representations shown here are, in my opinion, a bit too plain. Adding some visual interest, such as using some more varied materials, as in concept 1, would improve concept 3 a lot. (But please avoid using wood on the exterior - it just doesn't make sense in our climate.) Thanks for the opportunity to comment!
- It just feels more welcoming to everyone. The others look "stuffy".
- I like #1 with the planter feature of #3
- Keep it in style with Douglas county historical
- Should be a design that doesn't stick out like a sore thumb. The typical style court houses are dated and look like a prison with pillars. Our town needs update, but with ties back to our history of our town. incorporate the beauty that surrounds us with textures and beautiful landscapes.
- The first and third options are a plain, boxy, and ugly. Please consider choosing the second, although still boxy at least it has a more timeless design. It would much better reflect the architecture of the historic buildings in Minden.
- I like how it looks more modern and progressive
- I like its clean lines and reference to a local building heritage. This design speaks to its function as an institution that intends to operate effectively without a lot of superficial decorations. It's a very western American "get it done" attitude.that is not a stale throwback to Greek architecture.
- I dislike design 1 the least...
- Options two and three have a design similar to architecture found in corrupt justice systems throughout the United States. It would be better to be set apart from those designs and adapt to a more modern look. Also, option two and three look very bland and unappealing.
- It should have a covered area similar to the Historic Douglas County Courthouse
- All those porticos that try to be “classical” really fall down when all of the nearby windows are flush with the surface of the building. Try a little recessing of the window openings, and the whole building will look much more classical, if classical is what is desired.
- I guess i would have to go with the first one as it is in the design of the Farmer’s Bank building and i was born in that building upstairs in Dr Pasek’s office
- This design offers appeal and visual interest.
- I like the deep eaves.
- Try to keep it not too modern. Minden has a lot of historical buildings. A modern design would not fit in with the current architecture.
- The direction the courthouse faces is also a consideration. The sun coming into the windows in the winter could be an issue. Building security, along with parking are also factors to be considered.

- We have lost many traditions in the last number of years and I prefer to see a classical remnant like our old courthouse come back to grace the county and the profession of "JUSTICE". Consequently, I prefer this design.
- #1 is too modern. #2 is too East Coast.
- Design 1 has a traditional feel with a modern look. Designs 2 & 3 lack character.
- I like the local connection with the Western Classical Revival.
- I like this option because it pays to more local history.
- Combines both styles
- more shade
- I like that the second design resembles the old court house in Minden. To keep the old look of our County. I have lived here most of my life (50 years) and I have seen alot of changes. Would be nice to see some of the past represented.
- Please make this a beautiful building that will impress people for generations. Something with character and not something sterile and boring. Thanks you.
- I do not see how Design #1 looks anything like the Historic courthouse or the Minden Inn whatsoever!
- It looks "cleaner". I think while history is important, stairs are a thing of the past.
- I like the nod to a traditional courthouse design. The inside will be modern and with a traditional exterior, will be wrapped in history.
- How about the cheapest one? This is really stupid. When I pay my real estate taxes I'd like to see a topless hooker.
- Information on the siting of the building would be helpful, but based on what i know, it will be "in the middle of grass land on Buckeye Road" without any other buildings nearby. I do not know what future adjacent buildings may be, but as it is isolated and "alone", I think the more modern architecture fits best.
- My understanding is that this is an entirely new building - not being built on the existing Judicial Center building site; that is a point of confusion for some I've talked to. Assuming that the existing building will be repurposed (possibly County Offices?) the aesthetic of a new/modern facility will be a nice addition to our County look and feel.
- You sold me on "Temples of Justice". Thank you for this opportunity.
- It's my clear choice.
- I like #1 the best by a slim margin. I wish it had a bit more of the "justice" feeling of option 2. Option 2 is just too plain.
- It conveys dignity to the court system without regurgitating the same old Neo-classical design.
- I'm not sure I really care for any of them, but this one seems to look judicial, at least. I'm not seeing ADA accessibility in any of these designs.
- I like the simplicity of the third one, as well as the facade which will provide shade to some of the windows. The first one looks too much like San Jose, CA ugly county building.
- If there are significant cost savings in any design I would vote for that.
- What about environmental factors such as designing it to stay cool in the summer and warm in the winter with minimal A/C or heating? What about solar panels?
- I like the landscape design from #3. If we can put that on design #2 it would be perfect!
- Designs 2 and 3 look like pre-fab buildings, or single-wide trailer homes.

- It has nice modern lines but adds interest by the use of the columns!
- The wind will problems at the front entrance. to sets of doors?
- I love design #2 for the way it embraces the historic charm of the Carson Valley, the quintessential small town feel, and the classical design that has staying power to withstand the changing of design trends over the years. It's a winner!
- Resembles the old courthouse number 3
- I believe this design best maintains the history of Douglas County.
- I like sort of the porch look.
- I think the first design, reminiscent of DeLongchamps style is rather cold and box-like. I think the modern twist on a classical design looks more inviting while embracing a more modern feel.
- It just looks better. Middle one is stark, boring. Right-hand one is only better insofar as it more resembles the left one.
- I feel this design is a look that compliments our community.
- 3 look historical, up to date
- My only concern about this design is that the roof appears flat and I would be concerned about snow load in the winter.
- What are the estimated costs for 2 compared to the other (1 and 3) designs?
- More modern.
- Option 2, the neo-classical design, has soul, the others don't.
- Like lots of windows.
- Love the open and welcoming design. It doesn't make you feel like you are a criminal.
- Give it more substance than stucco siding. Maybe granite or locally quarried stone wainscoting to add some presence of permanent stability. The NV legislative building looks like it was an RV park check in office at some point. Don't copy that, please.
- This building looks like it has the most windows and would be the most pleasant to work in. It has the most interesting exterior too.
- It fits in with existing architecture of the community.
- We will live with this building for a long time. Please build it to last.
- It's beautiful. The others are too commercial.
- Can there be some second story windows on the sides of the building?
- I wanted to be able to chose #1 for historical reasons but did Not like flat roof out front. Would love to see more brick or stone on ANY of them. Too PLAIN!!!
- Looks more timely and modern. The other two are frumpy
- The building needs better protection 360 around from attacks via vehicles. The wall on the left looks like it is a vulnerable point that could be breached with a vehicle. Perhaps the pictures omitted the protective devices.
- Local inspirations make the town more cohesive to the eye.
- I love the big windows!
- It has clean lines
- Put the American Flag on the left side of the other flag
- Is the flat roof a maintenance problem for heavy snow/rain years?
- I do not understand why we are not talking about cost. I voted for the one that looked like it would cost the least. Sad that cost is not a factor that you are even considering.

- Let’s get back to beautiful architecture, away from the sharp, mechanical, computer generated-like aspect of modern buildings.
- I think #3 is the right blend of classic elements with modern minimalism. We have a very distinct older style here in Douglas County, and I think that's worth reflecting, while also bringing it into the 21st century.
- Option 1 speaks of Minden/Gardnerville to me.
- Please don't make it look like a tacky fake white house!
- Great blend of styles from the community!
- The other two seem less inviting and too institutional.
- Inspired by local area historical architecture. Aesthetically pleasing compared to the concrete boxes of Design 2 and Design 3.
- Keep to our old style look
- It just looks better.
- I am not thrilled with any of them. This is the least visually offensive.
- Options 2 & 3 look like stark and unsophisticated throwbacks. Option 1 is a building for the next 100 years.
- It looks more like older buildings in town.
- Add more round columns to design two with overhang going the entire building front.
- More window exposure, just liked the design.
- The description of each of these designs seems off. The third choice seem more historic to me.
- Number two is timeless!
- It would be wonderful to have a memorial plaque between the two flags to honor our fallen hero’s!! 💝
- Stop looking backwards and considering historic architecture that has no connection to our area. The first design is superior.
- Design 2 & 3 are preferable as they fit more with the historical feel of Douglas County. Design 1 is horrendous and has a 70's feel.
- I like the historic architecture elements on Option # 3. I would like to see additional color components using the same color as the pointed entry and plaster fascia. This color might be used on the exterior brick between the 1st and 2nd story windows along the front of the building. I like the planter in front. Maybe add a little color (or mural) to the sides of the building since future homes to the west won't be looking at a blank boring wall and those driving from the east won't be looking at a blank boring wall. Thank you for the opportunity to participate in this survey!
- It appears to be the logical option of the three.
- Design 1 is too busy, Design 2 is too stark, Design 3 is a nice blend of modern with nods to our historic architecture...
- Good combination of historical and blending with our desert environment.
- Looks less costly to build (?)
- How about instead of spending millions on aesthetics, we spend the money on enhanced safety and security

- I like the modern adaptation of design three without becoming too modern and it's nod to historical courthouse design is appropriate. Perhaps more color variance would enhance the overall design.
- The mix of modern and historical the best representation
- I like the idea of keeping some local features alive
- Add more parking
- for design 3 maybe adding some additional neutral colors for contrast.
- I like the clean design with interesting details.
- It fits into the look of our community.
- It between 1 and 3. I chose option 3 since it has a well defined entrance.
- Having studied art history, design & architecture, and have a preference for both modern AND neoclassical styles... I prefer the 1st design. As does my building contractor husband. It looks a little more interesting and contemporary. "Sleek, clean lines", although potentially powerful, can be utterly boring, if the structure is not brilliantly designed. #2 and #3 appear to have NO redeeming qualities whatsoever. ...and border on insipid, uninspired design.
- #1 felt too modern overall despite all the local source inspiration. Reminds me more of the Reno justice center. #2 is great but a little too White House US Supreme Court vibe. So #3 captures the idea of modern update to classical country style court
- I really don't like any of them. To me, they do not fit at all with the history here. And they look like they would be a bleak jail house. I would have preferred some thing more in line with the Esmeralda county building/old courthouse. I only picked number one because you had to pick something in order to send this message
- Which design is the most energy-efficient / sustainable?
- It's absolutely asinine that anyone would debate how much of our tax money is going to get wasted on what a building looks like. Build a box, put some doors and windows on it. You've got residents debating on if they are going to choose rent or food for their families, and this project is debating what kind of pillars or fascia would look best to the public. Y'all should be ashamed.
- Needs to reflect the community. The traditional courthouse facades do not. They look like they don't belong here. The western look does.
- I like the contrast in colors
- I like option 1 because it looks clean and I like the 2-tone materials used. However, it would be nice if option 1 had a pointed entry because that entry type stands out.
- It is the more stately of all the presented designs.
- Fits the area. Others could be seen anywhere.
- Historical looks good on the East Coast, but not on the West Coast.
- An outside area with grass and privacy for people to wait or relax would be helpful.
- Need better options. The lack of color and over use of 90 degree angles takes away from how beautiful this town actually is. Large cement boxes are never fun to look at- this being said, design number one is the only one that doesn't look like a prison
- I don't like the pointed entry taken from the Nevada Supreme Court design. It's not attractive and is outdated.
- use two tone to make it more interesting same shade family maybe add some of that hopi style colored rock used at stewart indian school & throughout downtown cc to make it a bit

more historic looking add state seal of nevada on ground /pavers as you enter building 0R on face of building OR in lobby entry fly county flag in front or on entry have benches on entry side of entry OR on sides of building maybe a table add a small coffee bar somewhere on premises if steps make them broad & shallow w handrails & automatic doors shade or awning or covered portico in rear panel on far right side should be another color pi

- I love everything historical. Design 3 is too modern for my taste. I think that Design 2, while it emulates the NV Court of Appeals' Building in Carson City and while it is a grand-looking building and it fits the Capitol City landscape, is much too ostentatious. Design 1 is a better fit for this area since it includes "references" not only from some of our local, existing buildings but also continues the style of Frederick DeLongchamps' buildings.
- the call back to NV Supreme Court house 2) the construction material is long lasting 3)traditional & modern design
- Don't have the doors open to the west or south. Bad wind for elderly.
- Keep with the historical perspective of other gratefully still standing structures. It keeps the history alive if other buildings end up disappearing.
- I don't care for any of the three proposed designs. I think any of them will look strange on Buckeye Road. Is it too late to get a design proposal from whichever firm designed the Douglas County Community Center? It would be nice if it had a rural flavor to fit our community but still be a practical building. I'm going to try to submit this comment without voting for any of the designs but it probably won't let me do that.
- I like the more simple designs.
- I think #3 is a combination of classical and modern.
- I like the idea of preserving the local character of our town & use of locally sourced materials.
- Design 2 looks like a bad imitation of a miniature white house and Design 3 looks like a hotel. MUST BE DESIGN 1 - #1 is PERFECT!!!
- Keep the tax payer's cost down and don't build a monument to yourself on the financial backs of the citizens.
- I chose #1 because it did NOT look like a Holiday Inn.
- This is located within the Buckeye Farm Specific Plan, which requires architectural heritage to be acknowledged in the farm design and architectural heritage of the community. No. 2 more closely approximates this design parameter. The others are not consistent with the Specific Plan.
- I hope that solar power will be incorporated in this project to save valuable funding money as well as utilize an abundantly available and environmentally friendly power resource! Heat pumps should also be a part of this 21st century construction.
- My preferred design is this one by Don Morelli with the red brick which reflects the other historic buildings in the area along Buckeye. ask your architects if they can use red brick on design #2 at a minimum.
- I actually like the design that Mr. Morelli made. His architectural design is more aesthetically in line with our area. Will you also consider his design?
- I love #3. It's powerful and holds historic relevance
- No
- Something too modern will look old in a few, short years.
- I like the larger windows in the front. In this valley of great views and sunshine, this should provide more light and better environment for workers inside.

- I like the contrasts of of colors and a move away from traditional municipal building design. I also appreciate the incorporation of local Minden building references.
- Like option 1 also but it doesn't look like a courthouse. It could be any kind of building.
- I'm between option 2 and 3. I chose option 3 because I think option 2's walls look too monolitic - if they were "broken up" with column motif like option 3, it would be my first pick.
- nice to have overhang over total building
- I like the variety of materials and colors used. It may seem strange to say but I find this design more "welcoming".
- People are not trained design professionals. Listening to layperson opinions diminishes the cost in the design services previously rendered. Value engineering and cheap materials will make Option 2 look like a mockery of the historic building with the setting in the middle of a ten acre parking lot. Option 3 is basically a poor immitation of the nevada supreme court. The design of #1 is most sustainable with eaves that provide for summer shading and passive winter solar. The secondary designs have increased the cost of the project through an unnecessary popularity contest and will cost more to heat and cool.
- DeLongchamps had a great understanding of the local seasons and natural lighting in the region; this design fits best in the space of rural NV
- Looks good!
- I like that the first design would fit in with the buildings we already have, keeping our local court in our local style.
- Round columns
- I am not fond of any of the designs. I picked one because it gets hot here in the summer and with no shade, #1 seems to have some shade with the overlap. #3 has a narrow entry. I wish there were better designs to choose from.
- Looks friendlier/more approachable. The color contrast makes for a more interesting facade The other 2 look more "institutional". Number 2 is just plain boring. The first one also has some areas of shade, which is good for our hot summers. This will probably help with heat management on the upper offices. Would like to see pictures of the back side as well.
- Design 2 and 3 are, in a word, ugly. Why build something that reminds the public of Big Government as in back east? Dan Morell suggested a design on Nextdoor that more closely matched existing buildings in the same area as the proposed new structure. It's big selling point: IT BLENDED WITH EXISTING AND HISTORIC ARCHITECTURE. In considering this decision remember: we are a small, northern Nevada community with a history - we are Not a Big City with Big Government and we Do Not Want To Look Like That. Thanks for the opportunity to comment - Cliff Glidden, fmr dep dir ca state parks & rec
- The others look fake in trying to hard to be classic looking.
- The design should include a lot of windows to showcase the Sierra Nevada mountains
- Which direction will the building face? Wind direction and sun glare.
- It is handsome, modern but keeping with DC character. Other two are boring.
- Design #2, is the most historical design, but it it lacks character. More windows and added ornate designs would be preferable.
- I feel that it keeps the overall architecture of the county, while enhancing the seeming direction of modernistic architecture.

- Balancing costs while ensuring the needs of the community, employees, and the safety of all are considered and not just what is the cheapest.
- Design one is the only one with a roof over the entrance area. The other two designs are more directly exposed to whatever the weather. Yes, there are windows that block Sun but rain and snow will more easily impact windows without any roof over the exterior.
- It was the understanding, that the current justice center was designed to be expanded when the need arose. What happened to this idea that the voters originally approved decades ago?
- love design 2 but think it still needs the raised planters out front
- No.
- Design 3 is an appealing blend of old and new elements. No reason to build a historical looking building. It's not like it's located in the middle of a historical district.
- nope about time way over due thanks best wishes
- Outside conference areas. Outside shaded areas protected from wind and intense sunlight.
- Yes, all government building should be built on the least expensive land possible and with the least expensive materials possible. Public servant need to know their place in society ..... at the bottom.
- Incorporating renewal energy for the building should be considered.

Douglas County, NV | June 27th, 2024

Justice Center Design Selection Survey Results

Justice Center Design Selection: Your Voice Matters

Total submissions: **889**

Date range: **June 1-26, 2024**

Which Justice Center Design Do You Like Best?



Results

ANSWER OPTION	COUNT	PERCENTAGE
Design 1 - Locally Referenced Exterior: This design draws inspiration from the Western Classical Revival style of the historic Frederick J. DeLongchamps' 1915 Douglas County Courthouse. It aims to emulate the visual language and character that DeLongchamps' buildings brought to the town of Minden, extending this historical language into the future. Along with the Historic Courthouse design, local inspirations for the design materials included references from the Minden Inn, Bently Farmers Bank Building, and the Minden Mercantile.	517	58.16%
Design 2 - Neo-Classical Exterior: This design references the American historical view of courthouses, employing classical design principles to evoke the idea of courthouses as temples of justice. Local inspirations for the design included refences to the Nevada Court of Appeals. Design elements include glass fiber reinforced gypsum columns and a foam cornice.	184	20.7%
Design 3 - Modern Interpretation Exterior: This design offers a modern adaptation of historical courthouse architecture, retaining the general visual image of classical architecture while embracing modernism's sleek, clean lines and eliminating purely decorative ornamentation. Local inspirations for this design included references to the Nevada Supreme Court. Design elements include a pointed entry, and plaster Fascia.	188	21.15%
Total	**889**	

Which element is MOST important to you?



DRAFT AUDIO TRANSCRIPT

The Regular Meeting of the Town of Minden Board was held on Wednesday, July 3, 2024, beginning at 5:30PM in the meeting room of the County Administration Building, 1616 8th Street, Minden.

At the request of the Douglas County Manager, a portion of the audio from the meeting has been transcribed below.

Subject:

This section is trimmed from 56 minutes into meeting until 3 hours and 29 minutes and 51 seconds. This section is regarding agenda item two, the Justice Center design. This is trimmed audio only; it does not represent any other items or sections of this meeting held on July 3rd.

Board Members Present:

Bryan Davis, Chairman
Larry Walsh, Vice-Chairman
Matt Bernard, Board Member
Steve Thaler, Board Member
Bill Driscoll, Board Member

Staff Members Present (speaking):

Jenifer Davidson, Douglas County Manager
Scott McCullough, Project Manager Douglas County
JD Frisby, Town Manager – Minden

Other Representatives Present:

Kevin Kemner, TSK Architect Representative

Public Speakers Present:

Mimi Moss – Public Comment Speaker
Beverly Giannopulos- Public Comment Speaker

Bryan Davis 00:00 (Original audio file, starts at 02:25:39)

Back to agenda item number two, discussion and possible action to approve, approve with conditions or deny a recommendation or recommendations to Douglas County on three proposed design options for the future Justice Center, intended to be constructed within the Minden town boundary appearance by Scott McCullough project manager Douglas County, thank you for your patience.

Scott McCullough 00:26

Thank you. Good evening, Chairman, Vice Chairman, members of the board. Scott McCullough, Douglas County. The county is constructing a new Justice Center, we're using the CMR process to deliver the project. We'll be constructing the project in two phases. This year, the site work, next year the building. To permit phase one a concept elevation was submitted to complete the design review package. This elevation was incomplete and solely a placeholder for the design review for phase two. The county's request from TSK, the project architect, to develop three elevations for public review. These three elevations will be presented to this board for review and comment tonight. The county administered an online poll with information posted in public spaces, events, on the county's website. It is our intent to present all the information and comments to the Board of County Commissioners for a final decision at the July 18th meeting. Once the BOCC makes a decision that elevation will

UNAPPROVED

Transcribed by Otter.ai and Megan Sproull

be submitted back to the town for design review. With that, I'd like to introduce Kevin Kemner from TSK Architects to present the three Justice Center elevations for your view. Thank you.

Kevin Kemner 01:44
Thank you, Scott. Kevin Kemner, I'm a principal with TSK Architects for the record. Really briefly, TSK Architects, it was founded in 1960, in Las Vegas, we opened an office in Reno in 1998. We're one of the older firms in Northern Nevada, we've had a long and fruitful history with Douglas County, we are the design architect for the community center project I worked on, among others. We have a great fondness for the county and the people here and want to talk a little bit about how courthouses are designed differently than the community center. The community center was a project that was very much about a type of placement in the county, the sort of imagery of the building really wanted to talk to its agrarian nature here and we were purposeful in that effort. Courthouses occupy a different place in society, we'll talk a little bit about how we've tried to approach that with three different schemes tonight, to talk about how courts are designed today. The image on the screen that you see right here is really a reference image for you. This is taken from the southeast corner of the far east part of the site that the county has purchased. It gives you an idea about the scale of the building in the landscape, as it will be built. All three versions have roughly the same volumetric. What's really interesting to me is if you go out in your hallway, you look at the original courthouse is very similar in that it was a building sat out in the field once upon a time and things built up around it. We're very much aware that this is a building that has to kind of stand on its own for a while, also really wants to talk about justice, wants to talk about Douglas County and what the aspirations of Douglas County and the people here are. Can we go to the next image please? Thank you. In your packet, there's a synopsis on what it means to design a courthouse that courthouses have a heavy symbolic nature to them. This image should be familiar to you, it's the De Longchamps design in the time that that building was built, today, there's quite a few things that we have to consider differently about courthouses. One of them is that you'll notice that there's the great stairs, the place for people to meet and greet, the kind of elevation of the court from the landscape. Since ADA came into effect in the early 1990s, and the concept that justice has to be accessible to all, we really don't design courthouses that are elevated anymore, because it really talks to excluding people from the access for justice. That's an important part of this. We are trying to reference this; you'll notice in the upcoming schemes that they're all entered at grade instead of being elevated. Another thing that we have to think about, we like this part of it less is that courts have to be secure in a way that they never used to be. We designed to GSA court standards got, the General Services Administration, the federal courts, has provided guidance on how courthouses have to be designed to be safe. Some of that is that we work to keep cars and vehicles away from the building. There's more foreground, you can't just drive up to it. The other is that we have secure entry. If you go to the JLEC now you go through the screening area, what will be proposed in the new facility will be more enhanced, it'll be less an addition to the building, it's still an important part of it, that we have to screen people before they enter the building. Which means that we also have to allow for people outside the building to queue. Next image, please. Another part is that courts have changed in the way that we think about them in the way they're designed. There's three paths we'll show. The first path is that a court wants to talk about being a court, it wants to provide grandeur, it also wants to be unique to that community. This is one of the most predominant trends in the way that we design courthouses today. This scheme is really a scheme that we feel talks about the old courthouse in the sense that there was, if you look at De Longchamps buildings that he designed around here, there's, there's a clear language that the entry is recessed into the volume of the building, it's not an extruded portico. When you look at the front of the old courthouse, you'd go up the steps, there's actually a recess in the front. Here we're using a really large recess, it sort of talks about extending the whole volume of the stair and celebrates it. We're also using materiality to root itself here in the community as well. We're using block and

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brick that are reminiscent or similar to the yellow brick that De Longchamps used here. That brick is really unique. It wasn't made in Reno, it came from over the mountains in Sacramento was a very purposeful choice the, the buff brick that we see on the bank, we see on the Minden Inn we see on the courthouse that was purposely chosen to help create the sense of what Minden town was, as he was designing these buildings, we're using the same materials to help route the building in that place. We're using masonry techniques, different patterns, different scales, so that as people approach the building, these renderings don't really show that well is that they'll see the same kind of detailing that we would see on the buildings here. On either side of the entry, you'll see a different color. One of the things we really appreciate in the buildings here is that there's, there's another material. If we look at the building next door, the mercantile, thank you, the entry that is treated with wood, it's treated with a material that seems more sensual. We're using a material that references that as well. It's not literally wood, it's a wood ceramic, it looks really, very convincing. As one would approach this version of the building or the scheme, one would see all of the material cues that talk about this place, as well as the kind of simple volume; they're sort of simple, meant sort of reference to the entry. The gray material that surrounds is a metal panel that's similar to the metal panel from the Minden, the Minden distillery. Again, kind of picking up cues that match the buildings that we really love around here. Next image, please. Thank you, this is a view from in the parking lot. You'll see in the front there that it looks like a set of steps, it's actually a set of bleachers. Visually, it helps at least give us the idea that there's still that kind of front space where people would kind of sit and wait. We're working on the wall that you see on either side there, we think it's a little heavy, we have to be cautious about again, the idea that people who want to do harm or want to drive their vehicles up there can't get there. That's something we need to sort of soften up a little bit. The idea is that there's a porch to the building as well. Next, please. Here's a view from the southeast, one thing you can see is that large overhang extends out providing shade, also providing cover from people and it's slightly angled to the west. It's deeper on the west than it is on the right. That helps to kind of mitigate the winter winds that we don't want people waiting outside, that they get sort of blown around. Next image, please. This is a view from the southwest, showing that sort of similar side again. If you have any questions, please stop me as we're going along. Next image, please. This is a much more traditional approach to this. It's an idea that a lot of people hold on to which is that a courthouse wants to look like a classical temple, in fact, that comes from the phrase ‘Temples of Justice’. In this case, these are not how we build buildings today typically, we can reference those things. Again, a tighter volume, engaged pilasters, a different color palette, whiter, not totally white. It's not a bright white building is a little bit off white, a classical portico signifying the entry to the building. Next image, please. Again, from the parking lot. Next image. From the southeast again, you can see that there's a very tight volume, it feels much more, I'm trying to think, Winnemucca gets closer to this and a little way, if you're familiar with the Winnemucca courthouse, the one in Lander County, a little bit. This is a more traditional type of courthouse. Interestingly, De Longchamps didn't design many like this, we've, TSK has done several courthouses in Nevada, we, kind of aspire to his legacy. Very few of them had this kind of language to them. Next, please. View from the southwest. Next image. Then lastly, is a much more modern translation of that language. It's very similar to how the Nevada State courthouse or Nevada Supreme Court House building in Carson City is handled, which is a very minimal modernism. Again, a kind of portico or porte-cochère, protruding from the building, you can see the sort of language of the classical entry, reaching out here. The facade steps back under a unifying cornice line. On either the left or the right, what you see is that those sides step back to reveal a bit more of an engaged colonnade. Next image, please. Again, a view from the parking lot, southeast. Next image, please. View from the southeast. Then if we go to view from the southwest. Those were the three schemes that we've been working on, I think the rest of the package is in this presentation, really sort of summarizes those things. This is a good kind of page to end on. We did have the results from the survey. There were 889 submissions, 58% of them close to 60%, 59%, preferred option one at the top. 20%, just a little over 20%

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preferred option to the neoclassical design, 21.1%. preferred option three, the modern translation of that. Thank you. I'm here for any questions.

Bryan Davis 12:27
Thank you, Kevin. Jen, do you want to be next?

Kevin Kemner 12:31
Sorry, I didn't know where you were standing.

Jenifer Davidson 12:32
Oh, yeah, behind you. Good evening, Jenifer Davidson Douglas County Manager for the record. I first want to acknowledge, very humbly, that this is a full circle moment for me. Somewhat strangely surreal. For those who know me, I've had the benefit of working with many members of your board. In fact, you were mentors for me and guiding forces in my career. I just want to thank you and acknowledge that my history with the town means to me that this conversation we're having tonight is extremely important. The town's opinion matters. This is a Minden building, this is the future of our community that we're talking about, Minden is a very special place. We want this project to acknowledge that and to capture the essence of this community and the character of this community. This is a huge undertaking, there is no version of this design that's going to be 100% perfect. It is a huge budget, 51-million-dollar decision we're making. That's why it was important to engage the public and the town board in this conversation, why your opinion matters. I'm hopeful that as part of the feedback that you provide today, that you can, to the best of your ability, vocalize why it is you feel a certain way. It is our instinct to say I like this one the most or the least, we're definitely looking for as much feedback as we can get from you, we will use that feedback to help us further refine the design. While we mentioned that we're planning on bringing your advisory opinion, as well as the public survey to the county commission, for a final selection on the option between that final selection and coming back to you, there is an opportunity for us to do some refining of this design. To look at more of the exterior pieces and the context for this building. This probably feels to you a little bit like you're making a decision in a vacuum. I want you, to the best of your ability again, as you're considering your feedback. To consider the context, consider the context of the site. I loved that this presentation was led with that image of the scale of the building in the middle of a field. Right now. There's nothing adjacent to this building. Eventually 20-30 years from now, there will be a county campus out there. This building not only needs to fit with your community, this town, it needs to fit well with the other buildings we're going to add to that site. Please consider that in your deliberations. I do think the public gave some very interesting feedback and comments. The public paid attention to light in the building, the number of windows, they paid attention to heritage, all of the important things that I know you're going to consider. We'll be taking careful notes. I'm planning on providing the county commission with a transcript of your deliberations today. Please do take the opportunity to get your thoughts on the record. We'd love to hear from you. Thank you for the honor of presenting this important historical project to this board. Like I said, full circle moment. Thank you.

Bryan Davis 15:52
Thank you, Jen. Come to the board for any questions before public comment. Mr. Bernard.

Matt Bernard 16:01

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Thank you, Mr. Chairman. Welcome back. Well, I guess I fall squarely in the traditional category, right? Again, I'm a Minden kid. I played on the steps for whatever it's worth of this courthouse, played wiffle ball, in the in the front, in the lawn. To me, that is a courthouse. Right. Again, just my experience, 40 years of hanging around engineers and architects, I find a lot of risks get taken with buildings. I personally, just me personally, I'm a traditional guy. If I only get chicken, fish or beef, I'm taking number two, because to me, it's more, you have better words, Kevin than I do, right. It speaks to me of a higher building, not just an architectural idea. It speaks to the hierarchy that it is. I recognize, since you said it that perhaps the stairs that I'm looking for inhibit some in and out, I'm sure there are ways to address that with other openings. I'm wondering out loud, right. You could have the stairs in the front and have other access points. I'm wondering. To me, number two comes the closest, it's still not what I consider to be a traditional courthouse.

Kevin Kemner 17:34
Thank you. I appreciate your comments. I really do. I think the one thing I would really want to clarify is that the judiciary itself opposes stairs on courthouses, the concept of equal access for all is a paramount concern for them. Alternate entrances into the building run counter to that. Certainly, I began practicing architecture pre-ADA. That transition was important, helps us to understand what that means to people who don't have the same access that other people do. The other thing from a security standpoint, courts really want one point of entry into the building. I'm not trying to dissuade the idea that we're trying to not hear you. This is this is one of the most difficult things is people love stairs on courthouses, they love the drama of the steps in the front. What they don't love is that the judiciary is forced, not forced, wants to support the mission of 'Access for All' and from a security standpoint, we work hard to provide one single point of entry into the building for control purposes.

Matt Bernard 18:52
Yeah, that security aspect you have to recognize that, I do. Right. Again, back to our older courthouse, you inter-add grade on one side of the building you can easily then provide for ADA required access to anywhere else in the building. For me personally, I don't see having stairs on the front, limiting anybody's access. I recognize here we are, we're being super security conscious about how we fence off this this building and how we only allow access to the back to the men in robes or whoever gets to go back there right, to me this is not really doesn't, it's not inviting to the public, right? It stands as a monument to the judicial people, is to me, what we're doing here and the in the process to me, frankly, is has been a little troubling, right back to the community center, you participated in public workshops to help bring the community into the conversation. Right? I don't feel me personally, we have three options we can take tonight, right? I don't really feel like the public got in on day one. I feel like we're the last. We're ready, hurry up, here we go. Now the public gets chicken, fish or beef. The process to me has been, been a little troubling that we didn't do workshops, we didn't get people included, I respect the hell out of your firm and your work. I just wish we could make it a little more traditional, still observe your considerations about access, whatever else is a concern. I appreciate it. Again, it's, it's a lot of opinion, right. For me, I'm a number two guy if I only get three choices.

Kevin Kemner 20:40
I appreciate that we're here to hear your opinions. Thank you.

Bryan Davis 20:44
Thank you, Steve.

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Steve Thaler 20:47
Why, thank you, Mr. Chair. I'll try and keep this under five minutes. Don't start the timer yet, though. Kevin, you went really fast, I didn't have my pen ready. The votes the public survey percentages, option number one, what was the percentage on that?

Kevin Kemner 21:08
It was just under 59%. So, 58.1%...

Steve Thaler 21:13
I wrote down 59%. Thank you. Then option number two has...?

Kevin Kemner 21:17
We can use 21%.

Steve Thaler 21:20
Thank you, sir. Then option number three?

Kevin Kemner 21:23
Rounding down to 21%. So…

Steve Thaler 21:26
I'm not going to add that up just in case.

Kevin Kemner 21:28
No, it's not going to add up perfectly. I…

Steve Thaler 21:30
Alright, cause I, up or down or whatever. I think, Jen, or would you like to be called Madame County Manager? I'd never know what to call you these days.

Jenifer Davidson 21:40
You can call me Jen, Steve.

Steve Thaler 21:41
Thanks. That's more of a yeah, a fun thing. You mentioned it that this is part of the bigger plan. Although I saw what you guys had to go through to just get a 50- $51 million project. How long it I mean; I think we started this way back in 2014. Gosh, where was I in 2014? Yeah. That's what it took us 10 years to get a $51 million bond, I think it's gonna be a long time before we get another building for a while. That being said, what I would have liked to have seen, hopefully for the next time it comes back to us is, you started out with it is, here's a building, you don't see anything else around. That's a that's really neat. We know other stuffs gonna show. We have the very first buildings going to be out there. I think it's, what 40 acres, 47? 57? Okay, we'll round up 57 acres, what else is going to be there? I know, that's that county parcel. We have the courthouse here. I'm trying to envision a court building on these 57 acres, I'd like to see, I know it's conceptual, I get that. What's not conceptual today is, courthouse. For me to be able to pop a courthouse on those 57 acres. I know which way it's going to look and

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where it's going to go. What I what I've would have liked to have seen is Okay, what else is going to go there in order for me to kind of decide what's going to fit in best? Because I'm not sure exactly. Or maybe it was presented years ago, I've forgotten, what's going to fit in best with what else is gonna go out there on those 57 acres. Do we have any other idea, then I'll tell you where I'm going with my one, two, or three. Does that help? Yeah.

Jenifer Davidson 23:58
Yes, I'm happy to take that.

Steve Thaler 24:01
Okay. Great.

Jenifer Davidson 24:02
Member Steve.

Steve Thaler 24:03
Yeah.

Jenifer Davidson 24:05
Thank you for humoring me. Those plans have not been 100% settled. I can tell you from a space planning standpoint, we have been conducting a variety of space needs assessments for all county buildings. We have space needs in the existing historic courthouse and in the Minden Inn. The Minden Inn is probably our biggest problem right now. I would say that in the next priority is likely to be a conversation about; is it appropriate to relocate those services to this site? That decision has not been made, that conversation has not been had, those space needs have been identified, it's part of a longer-term planning conversation we need to have with the county commission. You are right that nowhere in the near future is this happening. I mentioned 20 to 30 years out is when I'm expecting to see that county campus starting to take shape, we would also potentially look at public works. That is very, very long term. That depends on what's going on with the community at that time, you shouldn't be making decisions regarding government services, again, in a vacuum, it's, it's, it would be irresponsible to do that. We would base decisions about the location of those services based on the needs of the community and making sure that we are making it more accessible and more efficient to provide business as an, a government agency, when we combine services at that location, I'm not sure that helps.

Steve Thaler 25:36
No, it absolutely does. That's kind of what I was picturing how it would progress. If I remember correctly, this building was on the front of those 57 acres, everything else would be towards the would be east and then towards the northeast. That's how that's how it would move, correct?

Kevin Kemner 25:59
Correct.

Steve Thaler 26:00
Okay. Thank you for answering that. Again, this is going to be probably long after I'm, I'm gone. Brian will probably be the only one around, maybe Brian and JD. Let me tell you what, at first blush, before, I tried to stay away from the public survey, because I wanted to wait for everything to come before us and all this stuff. I didn't

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really get on and do the vote, because my vote actually probably would have changed because I was starting to lean towards one, don't write this down, because you'll end up erasing it. I was leaning towards the first because I'm kind of a modern kind of guy. Looking more towards the modern, modern version. Never once did I consider three you can write cross that one off. As I started to speak to some people that I know in my neighborhood, most of my constituents, I started to lean towards number two. The reason I started lean towards number two, is I started to go back to this historical value of, I think you said it, Kevin, when you first started out in your presentation is when I think Matt probably when he first was born here, he looked down the street and saw the courthouse there, down at the end of the street. There it is all by itself as our courthouse and no, that was in 1905. I don't think you were born yet or for 1904 or whatever it was. That's how courthouses and I believe when this building was built, there probably be built here fairly soon, if Scott McCullough has anything to do with it, it will be built. It will be standing there for a long time with nothing around it for a long time. I started to think, well, if someone wants to drive down Buckeye, they want to know where the courthouse is, they're going to know. Because they're going to see those pillars there, it's going to be recognizable as a courthouse. I wasn't here when the Judicial Law Enforcement Center was discu- I was here; I remember when that building was opened. I wasn't part of that discussion. It doesn't look like a traditional judicial and law enforcement building. It looks like a jail by the way, the small little windows, X, Y, and Z. It doesn't look like anything other than a law enforcement building, the sheriff's office. I started to lean towards two, when some of my constituents I spoke to I started to lean towards two. I went from one and two. If you're to get a vote, where am I on time, just checking. I'm at 15 minutes. Okay, cool. Because none of my colleagues will use up any of their time. If you want to hear from me, I'm gonna go with two. If nobody likes that I went with two then I would go with one, that's two was my choice. Thank you.

Bryan Davis 29:01
Thank you very much. Thank you, thank you very much for all of that. JD would like to speak now.

JD Frisby 29:17
Well, you took all my time Steve, sorry. I just, I just want to remind the board and Jen kind of hit on this when she started. Obviously, the survey's out and it's gonna hold some weight. If the community spoken the commissioner is going to hear that. This board needs to make decisions based on, no offense Steve, I am going to pick on you a little bit, I like two, I can be persuaded to one. That's not like saying it's not Minden. Okay, well what, what do we want as a board? If there's any if we're just if we're happy with just saying that that's fine, I want I want to give the county staff something to take back to their board and be like, 'Minden likes this for these reasons.' That's kind of the way I was hoping that we could have this conversation a little more. Sorry, I'm picking on you a little bit, Steve.

Steve Thaler 30:09
Was I not clear. Did I say, I said two, based upon not only my opinion, my constituents…

JD Frisby 30:15
Your constituents… I…

Steve Thaler 30:17
I know where the survey, I'm sorry, I'm gonna interrupt you.

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JD Frisby 30:19
Go ahead, please.

Steve Thaler 30:20
I know where the survey, I'm not- just so I'm, whether Jen knows, or Kevin knows, I'm not saying I'm not placing any weight on the survey because I don't I think this is about what the town of Minden wants. That's based upon me as an elected board member for the town. Based upon who I speak to, my constituents, you're absolutely 100% Correct, JD. We were asked, what do we want, we represent the town. I think that's what Jen's asking too, is you're asking my opinion, I'm telling you, it's number two. Thank you.

JD Frisby 30:57
Okay, not just number two, the reason being is because that's what your constituents have, have talked to you about. Okay, I just want to make sure that was clear for the record. Going forward as we continue this conversation, if there's parts of these, it doesn't have to be a one, two or three, it can be, I really like the modernization, because it's all brick, I'd like to implement some of the wood into number three and this is why, yeah, no, I understand what you're saying Steve.

Steve Thaler 31:28
I'm sorry, I'm trying not to interrupt you. The only reason that I alluded to, I could be persuaded to number one, is I'm not sure where the rest of my board is. The chairman wait may want to persuade me. I don't know. I'm just saying.

JD Frisby 31:47
Sorry to interrupt.

Bryan Davis 31:49
He may. Bill?

Bill Driscoll 31:52
Well, thank you for all the work you've put into this. I have to agree. I think with Matt, I think we need a little more depth in the feedback. I was hoping that we had this room filled with people, I would love to have had their, their input on this. Anyway, I'm kind of torn. If I had my way, I would have a blend of number one. Number three, I like the traditional look. I also like the colors, the variations of, of number one. I would be voting for number one, excuse me, number three, because of the traditional look, I like number one because of the variation of colors. For what it's worth, my wife likes number one.

Bryan Davis 32:53
Smart. Larry?

Larry Walsh 32:56
Thank you. I really appreciate you coming, Kevin. I mean, from an architectural standpoint, I like the history and the detail that went into the planning of it. Matt, I'm a traditionalist. Steve, I love number three. I was kind of surprised that the number of responses, or the percentage that went with number one, because I've spoken to, I'm guessing, I think it's a pretty good guess, over 75 people. Okay, without a doubt, number three was the absolute

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positive response that they liked. Now, we talked about, I think Bill just mentioned a combination of one and three. I really do like the color scheme on number one, I liked the mixture of different textures and whatever. I liked the traditional, I'm a traditionalist, I love the design of the basic design and number three I think it needs some work, I just think it represents, it represents my feelings, I think it represents a lot of the people I've talked to. Let's see, I have one other comment if I can remember. That doesn't make any difference anyhow. Number three is my choice with a with a combination of number one, the textures, the colors. I like that, I really do like that. I understand the single story, the ground entrance, I'm fine with that. That's fine. Number three.

Bryan Davis 34:48
Okay, I don't know how much help all of this is going to end up being at the end of the day. I'm kind of siding while I am siding with my fellow board members down at the end. I'm lucky enough to stare at the existing courthouse daily. When I had the option to look at these three, number two kind of stood out to me, as quite a bit as carrying over. I've been downtown Minden resident for five or six years now, grew up in the valley and spent many, many times down, down in Minden. Just remember and look around old town. My feeling is, think of driving through some of the smaller towns and I think of Lone Pine and Bridgeport and some of those classic kinds of courthouses, it's a courthouse as you start to approach it up on the side. This is where I kind of get torn a little bit on number one, because what's going to be developed around there is going to be a little bit more modern, everything else, it's not going to quite fit with what's living existing here, here in downtown. That's, that's my biggest struggle between one and two is, I believe number one is probably going to fit the buildings around the homes, the development that's going to be around there. Number two tells me you're still in Minden. This is part of our community; this is what's always been here. To me, I'm looking at number two, I think would be amazing. I think it would be significant for the town. I hope Steve's wrong. Hopefully, I'm not the only one here when this is done, or we move on to whatever phase of life that turns into. That's, that's where I stand. I think, it I think it fits I think it ties into downtown. I think that's very important to the history of what Minden is.

Larry Walsh 36:49
The light went on. What Brian said is, the stuff around, it's going to be developed first. The biggest development is Buckeye farms. I think that project, the way it's been presented and envisioned is, it's going to be cottages and not the modern look that we're seeing, in the stuff that's being built at North County right now. Very, very modern, I think it's going to be more traditional. I think, looking long term, the building should be more traditional and fit in with the community that's going to surround it.

Kevin Kemner 37:28
Thank you. I think it would be, have you all made your comments, because I don't want to sway anybody here.

Bryan Davis 37:36
I think JD had…

JD Frisby 37:36
I just had one maybe a question for Jen, on the survey, one of the things that I was hoping to get, and I ran out of time. Do we have information on in your survey on the age of the people taking the survey? Were they residents of Minden? Because I'm guessing because of the way it was done with a QR code, it was, probably didn't hit up a lot of our senior residents in Minden. I was just curious if we have some of that information?

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Jenifer Davidson 38:04
Thank you, JD, for that question. We did, we did not collect demographic information as part of the survey. Those who took it would know you didn't select what your age was. I, we used Zen City, a platform, I'm not sure if it captures. We designed it so people couldn't vote multiple times. From the same, I'm drawing a blank on your, URL, thank you. Take advantage of, of stalking the system. I'm not sure if that captures any type of zip code related information that could tell you how many were town of Minden residents. If I had to do that over again, that's a great suggestion. We probably should have done that. Thank you for calling that out. If I do find out that we did collect some sort of zip code or other reference that's useful to the town, I'd be happy to bring that back to you.

JD Frisby 38:59
Well, just to help the board have more information, why did you design it so that people can have multiple votes from the same platform? Like…

Jenifer Davidson 38:59
We didn't. We took specific precautions to prevent people from being able to vote multiple times from the same platform.

JD Frisby 39:09
Oh, you didn't. I misunderstood you. Okay, thank you.

Bryan Davis 39:16
Steve?

Steve Thaler 39:17
Yeah. I forgot to ask how many total votes were there?

Kevin Kemner 39:20
889.

Bryan Davis 39:22
Thank you.

Kevin Kemner 39:23
Yeah.

Bryan Davis 39:26
Any other comments from the boards? Matt?

Matt Bernard 39:28
Thank you, Mr. Chair. It's so, I think it was mentioned before, I do feel like if I'm driving down Buckeye Road for the next 30 years, I see option number one, which is why it might be more popular. I don't know what I'm looking at. Am I looking at a library? Am I looking at the community college? What kind of insta- it's an institutional

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building, I have no idea what I'm looking at. Options two and three. I'm looking at a courthouse, whether we call it the Justice League or whatever we call it. I'm looking at a courthouse, that's what I appreciate about those.

Kevin Kemner 39:58
I think you've hit on one of the really important, challenges we have today in courts is that the temple form has been used for so many things that are not in courts around the country. In fact, just driving here today I was tootling around town and there's a Wells Fargo bank that has a temple front on it, we work really hard to make these buildings communicate, as best we can. Some, sometimes it's like how they're cited tells you what it is sometimes, it's, it's language on the building, there's no form that means, what it used to mean, if you think back to the history of America, when, when people were doing counties and towns, the courthouse was one of the first buildings that was done, it was like the place marker for the town. It had a very important sighting and had a very important form that it followed. Apologies, that's lost its, its meaning over time, in the same way. I appreciate that you say, when I look at this, I'll think courthouse, its whiteness helps that. Not everybody will see it that way. The other thing is that courts, one of the things that we strive for in courts buildings is, is something that we can't see here, which is what the building feels like when you touch it. When you think about the old buildings in downtown here, when you go and touch a column, what does that feel like? It feels solid, it feels, they're, they're not, most of them aren't stones, some of them are cast concrete, they're, they're solid, they're made in a way that they don't make buildings today. For us to get that solidity out of those columns requires extra effort, it's just not traditional. I spent 21 years in Vegas, when I first moved to Nevada, I'm not Battle Born, my wife is, I lived in Vegas for 21 years before I moved here. You go around Vegas, what do you see, you see fake, fake, French architecture, fake, Venetian architecture. All of that's done with materials that have the shape, they don't have the touch. I think that's really important, touch a building and say, 'How does it feel to you?' When you go into court, you want to be able to touch that building and feel the solidity of the of, of justice. I know that sounds very architectural, it's something that means something to people, the same way that walking on a stone floor is different than walking on, like a linoleum floor concrete floor. These are all things that we'll work on. As we get into this and your inputs, really important. I liked the idea of scheme, three, blended with scheme, one, the materiality is something we think is really important for this building. We appreciate the idea that you like classical forms in the building, whether it's strictly classical, or whether it's sort of translated classical, this is all great feedback for us.

Bryan Davis 42:55
Thank you. If there's no more comments from the board, we'll open this up for public comment.

Mimi Moss 43:06
Good evening, members of the board, Mimi Moss. First of all, all three options show stairs. The discussion on the stairs, I'm not sure whether it's because the site needs to be elevated. They all show some form of stairs...

JD Frisby 43:23
They're fake stairs.

Kevin Kemner 43:26
There's bleachers in the front. If you see in the scheme, there's a car and then just to the left, there's somebody sitting. That's actually a kind of bleacher seating that's been pulled out to the front. It's just a trick of the perspective.

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Transcribed by Otter.ai and Megan Sproull

Mimi Moss 43:38
Okay, gotcha. That's only on option two?

Kevin Kemner 43:41
All three of them.

Mimi Moss 43:42
All three of them. Okay. All right, because I didn't think that there was a basement, I wasn't sure what was going on there. First of all, my vote is for option two. The traditional design because it fits in with the town character, at least that's my feeling. Option one, which is the modern design, it's got a flat roof, last month you talked about you didn't like the flat roof, roof. The other two options do have a pediment or pitched a pointed entry. That makes it look more, in a judicial sense, that this is a special building. Also to option two is metal columns versus CMU columns. Why go to the metal? That's the modern type you're going to determine the rest of the complex will have modern structures and I don't know that that's in keeping with the town character as well the aesthetic that's already established in the town. Some of the, the elevation shows plaster facia versus a foam cornice. Don't cheapen the material on the exterior and have foam cornices, use a plaster, use a good material that's going to last a long time, 100 years, 150 years like the other buildings in town. The other one option shows a raised planter in the front, where option two shows the bollards, how ugly are the bollards, I mean, please use a raised planter and the front or in a seating area that's going to define that this is, an area for people to gather when they need to. I would kind of switch up what you have exterior wise, in terms of material. If you're gonna go with option two, which I think three of you said you thought you were going that route, use better materials on the exterior, use the rounded columns instead of the squared columns, the option three house squared columns. Do you want the rounded columns like you have down the street? Here across the street? Or do you want the square type columns? Or do you want the cheaper material on the exterior? Take a look at that, please, if you would, this is going to determine the rest of the buildings in the entire complex for the county for the next 100 years or so, longer. I think it's important to establish a good base. I think option two does that. Thank you.

Bryan Davis 46:20
Thank you, Mimi.

Mimi Moss 46:20
I didn't sign in, sorry.

Bryan Davis 46:24
We can forge your name.

Mimi Moss 46:28
There's some material up here. Oh, that's your stuff, okay. Just making sure.

Kevin Kemner 46:28
Not mine.

Beverly Giannopulos 46:49

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Beverly Giannopulos Minden resident for 42 years, downtown Minden. I don't see why we can't when you say you don't know what the buildings next to the judicial building would be. We have every right to have a theme in our town, or to require buildings when they're built. That's why we're here to have a theme or to, to remember our heritage. If you have a, a Minden in offices there, there's no reason why when we vote on it, or we don't give knowledge to the residents, that they're going to be there, they should maintain a certain theme. Now, I go along with Matt, almost everything he said. I would guess in the survey that number one was younger people, people haven't lived there this long, haven't lived here very long. Because they came from a bigger city or something where they're used to that type of architecture. I definitely am for number two, I don't see any reason why we couldn't have it elevated so that whether the Sheriff's coming in via the Sallyport, or wherever, for the people that they wouldn't be up on a higher level. As the building comes down in front that you can have steps with ADA along the side or whatever. You're going to have some kind of landscaping. It isn't going to look like that all the time. You're going to have trees or bushes, something out in front. It's not going to really look like that all the time. I'm totally for number two. I'm thinking that brick, whether it's white, or red brick would be nice to incorporate in that also. I do think that we should remember our history. Then our town, every time we okay for different buildings and such. We aren't bonding with ourselves any longer. We're becoming disjointed. Over here, as this one looks like Italian this one looks like this, this one looks like that. When we vote or allow developers to build something. I've known towns in California that say, 'Oh, you have to be country, or you have to be a Western' for all their public buildings. They have to agree to that, or they don't build there. There's no reason why we can't do the same thing here. In time, you're gonna have strip malls and everything all around here. I mean, just look at. Like I said, I've been here in downtown Manhattan for 42 years. The changes I've seen are phenomenal. What you've seen Matt, there's no reason for us to continue to disjoint ourselves by having mismatch of all kinds of architecture when we certainly have every right to require, especially for public buildings. Thank you.

Bryan Davis 50:03
Thank you. Any other public comment? Seeing none, come back to the board for any additional feedback.

Steve Thaler 50:12
Yeah, thank you, Mr. Chairman. This is going to be tough for you guys at the county level, because you clearly have a survey that was put out, I'm not, this is not a blame game at all. This is this is where I'm mostly doing this, because I want to put it on the record. You have a survey that 59% of 889 people, small percentage of the county, want design option number one, 21% want two, 21% want three. In a minute here, we're the town of Minden, at least the Advisory Board, those that advise or send our advice to the county are going to make a decision. I don't know how the votes gonna go. I mean, I guess I can kind of count right now. I'm not sure if it's going to go towards option number one. if it goes down towards any other option other than one, it's going to put kind of in an awkward predicament, because if it, I'm just going to say if it goes towards option number two now, okay, that goes to the county commission. All these 400, I'm just doing the math, 400 and 500 people are gonna go, 'What are we?' I mean, we told the county that we wanted option number one, well, me, we look at things differently, in the town and listen to the public comment. We think differently here in the town. I mean, we're out. I think Matt said it and everybody here has said it in the way we look at things. I look down the street, I see an old courthouse. I like old courthouses. I remember my boss, Jen, you remember your old boss, I mean, he made, he makes a habit of going, he's a judge, district court judge, retired district court judge, he makes a habit of going around the state and taking pictures, going in, he actually still sits in court and old district courts, they're in old courthouses. I still love to see those old courthouses. We used to go in and have to do court in our old courthouse, we don't do that

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anymore. Why is modern all of a sudden still have to be the number one thing that we do? I'm obviously going to put my vote towards option number two when it comes to that, I know it's going to put the county in a predicament because we're, at least depending on where the vote goes, I'm choosing option number two. It's gonna put the county in a predicament, we're only advisory. That's where I'm going. Thank you, Mr. Chair.

Bryan Davis 53:05
Thanks Steve. Just to follow up on that, has there been any thought that if this board were to decide what that, what does that look like at the county commission level? Just curious. If you don't have an idea, that's fine. That's fine as well. if, if we are reading the tea leaves here. How does that presentation work when you go to the commissioners?

Jenifer Davidson 53:25
If I'm understanding the question, Jenifer Davidson County Manager for the record, it is our intent for me to provide the, the board with a transcript of, of your deliberation tonight, they will hear verbatim what you have stated on the record in addition to the public comment. As well as the survey, the packet that you receive tonight, that is the extent of the information, in addition to any public comments that they receive on, on the eighteenth. Does that answer your...?

Bryan Davis 54:00
Yes, that's perfect. No, that's because I think in the, in the back of my head when I first saw this, too, I'm like, Okay, wait a second, we know what the survey results are, or now, are we in a corner to say, we can express our opinion, what is the weight of the survey versus what this board says, was a cart before the horse or whatever, I'm glad that's the that's the approach. Anyone else, Matt?

Matt Bernard 54:24
Sure. One last thing since it's going verbatim to the commissioners. I do want to put on the record that I believe that Minden was founded very thoughtfully. The courthouse, the bank building, the Minden Inn, those are Minden buildings. While we might want to be progressive, do what the cool kids are doing nowadays, I think if we don't respect that style of architecture, we are not doing what Minden should have done, which is to statement and not become somewhere else. Thank you.

Bryan Davis 55:08
Bill?

Bill Driscoll 55:10
Well, Minden is pretty special. I've lived in the county for 43 years, most of it in in Minden. I, too, have come to appreciate the courthouse, the Minden Inn, what we have. I want to see us keep that look. For me, any combination of two and three would work because it has the tradition. It is Minden. Quite frankly, I don't care about the survey. I'm not that political. I'm Minden. That's what Minden is. If people don't like it, well don't live in Minden. That, I think, I think I speak for the majority of people in Minden and only four-square miles, that they liked the tradition. They like the old town. They liked the columns. That's where I stand. I- Is this something we need to vote on?

Bryan Davis 56:22

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We will.

Bill Driscoll 56:23
You can't just accept our individual...?

Bryan Davis 56:30
[quietly in the background] …approver recommendations or recommendation…

Bill Driscoll 56:34
I would, I would suggest that you take our you'd have five separate opinions all very close together. I don't know whether a vote serves a purpose. Thank you.

Bryan Davis 56:50
Larry?

Larry Walsh 56:52
I agree we've become disjointed. I'm from back east, if you go to the New England states, Vermont, anywhere back there, all the buildings look the same, they look fabulous, because they have strict design guidelines and codes. I've been calling ever since I was on the planning commission years ago, for architectural design. We don't have an architectural design here in Minden. Really, we should anyhow, that's just my thoughts. Again, I am very strong for number three. I love the, the mixture or the textures on building one. I agree with these guys down at the end. With Bill, that the survey doesn't mean anything to me. It's what I hear from people around town, I see a lot of people around town. They like the traditional design. I would go still with number three. Thank you.

Bryan Davis 57:59
All right. Thanks, everybody. I think I express myself as well. Number two classic, classic look ties into downtown. Ties it, ties into the history, I think that's super important moving forward. This is open for a possible action, JD left a wide open to approve, approve with any conditions or make a recommendation to Douglas County. I honestly don't know what that would look like. I think the fact that all of our opinions and thoughts are going to express, we've made that if somebody does have another idea, we can attempt to make some sort of recommendation, Steve?

Steve Thaler 58:39
Yeah, I'll make it simple. I'll just make a motion that we recommend the Douglas County design option number two. That's how simple I'll make it.

Bryan Davis 58:49
Is there a second? Mr. Bernard?

Matt Bernard 58:54
Can I comment first?

Bryan Davis 58:58

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Of course. We're the town of Minden, we just kind of roll with it.

Matt Bernard 59:02
Look, if we had to make a vote, I will second this vote, this motion. I think we'll have a three to two vote. I like the idea of the commission, hearing the troubles we went through and not just the bottom line, which was they voted for number two. If, if it's to people's pleasure, we don't have to pick one of these, I would wonder with my cohorts, if we couldn't just stand on each one of our words what we said and we basically summarize two was our, our favorite, we have concerns about not leaving the architecture that is in fact the town of Minden. I love Bill's quote, I don't care about the, the poll because I'm not a politician. Right. I appreciate their input. As far as being different than their outcome, that does not concern me either. I'm sorry, Steve took a jump on your motion.

Steve Thaler 1:00:06
No, actually, you, you helped me out, because in my opinion, there's nothing better than a three-two vote, especially when you're going to pass it up the line because that, in my opinion, helps them out. Because there, if it turns out to be a three, two vote, Larry would understand this. Because then when it goes up to the next hierarchy, they're going to look at it and go, 'Wow, they struggled'. That will actually, in my opinion, help them out to make their decision, because then they can balance out everything that we said, listen to everything that we said and say, 'Wow, they really struggled with this, it actually gives them two options, or they could even opt choose option number three', I think to send them as I think Jen said that she's going to do is send them everything that we've talked about a three-two decision is a fine, okay vote to go because they're gonna see everything doesn't mean that it could die for a lack of a second, then Bill could make a motion for a number three, then that motion could die, then we could not send any decision. I'm okay with it even dying, I know where I'm gonna stand on my vote. We haven't had this happen in a while. Either way, it makes no decision, the fact that it's still going to go up to the county commission for a final vote. Anyway, Jen is going to take it to them, they're going to see everything and they're going to make their decision, no matter what we do. I think the record is going to be pretty clear when they read it. I'm okay.

Bryan Davis 1:01:44
JD?

JD Frisby 1:01:45
I just want to want to add, I struggle with writing this agenda item to the point that Jen and I actually met, tried to figure out what was the best way for you guys to deliberate and put forth some good information that may help the county commission in, in knowing Minden's stance on this and knowing good and well, there could be the possibility of a split decision here. My hope was, I'll be completely honest, is that you guys came forward with a five-o vote. If you guys were together, we could push it forward. My fear was you guys are each going to individually take a poll. That's just going to be added into the numbers of, of what the survey was. I know that's not really the case. That was my fear. I don't know what this I'd never knew what this was gonna look like. I was afraid we were going to ramble on for an hour tonight, which we've done. I think all the input that Jen and staff have received has been good. It's, it far exceeds the input that I was, I was expecting you guys give some really thoughtful thought and process, into this process. My brain is shutting down, it's late. Yeah, whatever you guys want to do, obviously it's fully up to you. That has always been my fear and how this was gonna look in the outcome I didn't know.

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Bryan Davis 1:03:12
For right now, we just have, we have a motion on the floor. If you go, would you like to speak? We have a motion to recommend. Design option number two.

Matt Bernard 1:03:32
I will second that motion. Mr. Chairman.

Bryan Davis 1:03:34
I was going to do it if you didn't. Motion on the floor to recommend design number two, from the Minden town board to the Douglas County Board of County Commissioners, all those in favor?

Bryan Davis 1:03:50
Aye.

Steve Thaler 1:03:50
Aye.

Matt Bernard 1:03:50
Aye.

Bryan Davis 1:03:51
All those opposed.

Larry Walsh 1:03:52
Neigh.

Bill Driscoll 1:03:52
Neigh.

Bryan Davis 1:03:53
Passes three to two. Thank you very much.

Agenda Item Number 2:

Discussion and possible action to approve, approve with conditions or deny a recommendation or recommendations to Douglas County on three proposed design options for the future Justice Center, intended to be constructed within the Minden town boundary, appearance by Scott McCullough project manager Douglas County.

MOTION TO: Motion on the floor to recommend design number two, from the Minden Town Board to the Douglas County Board of County Commissioners.

RESULT: PASSED [THREE-TWO VOTE]
MOVER: Bryan Davis, Chair
SECONDER: Matt Bernard, Board Member

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Transcribed by Otter.ai and Megan Sproull

AYES: Bryan Davis, Unknown Board Speaker 1 – Male, Unknown Board Speaker 2 - Male
NEIGHS: Unknown Board Speaker 3 – Male, Unknown Board Speaker 4 – Male

Jenifer Davidson 1:03:56
Thank you. I do just want to take this opportunity. I'm sorry, I know it's late. I would be remiss if I did not thank you for your time and your thoughtful, thoughtful consideration of this important matter. Thank you for what you do as a town board and what you're about to do tomorrow. Super excited about the Fourth of July. Thank you.

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AGENDA ITEM NO. 7.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve the Conceptual Floor Plan for the new Douglas County Justice Center. (Scott McCullough)

RECOMMENDED MOTION:
Approve the Conceptual Floor Plan for the new Douglas County Justice Center as presented.

FINANCIAL IMPACT:
Based on the prior direction of the Board of County Commissioners, as summarized in the History and Background section (III) of staff report provided as part of the back up for Agenda Item 2, the proposed financing for the construction of the Justice Center Building currently includes the issuance of up to $37,000,000 in general obligation debt payable from 15% of Douglas County's annual consolidated tax receipts, coupled with the issuance of up to $14,000,000 in medium term obligations anticipated to be repaid from legally available funds of Douglas County, including, without limitation, monies in Douglas County's Ad Valorem Capital Projects Fund in the estimated annual amount of $1,770,625 for a period of not more than 10 years. The total proposed debt for the Justice Center project is $51,000,000.

Later this year, (tentatively scheduled for December of 2024) county staff will introduce the bond ordinances required for General Obligation/C-Tax Revenue Bonds and Medium-Term Obligation bonds for possible adoption.

BACKGROUND:
Douglas County staff has developed the attached Conceptual Floor Plan with Justice Center Stakeholders, the Executive Design Team, TSK Architects and CORE Construction. This plan represents a program verification for the project. The acceptance allows the project to proceed with the design. Douglas County staff, the Executive Design Team, and Justice Center stakeholders recommend approval of the proposed Floor Plan.

ATTACHMENTS:

Justice Center Conceptual Floor Plan 8.5x11.pdf

LEVEL 1



0 5 15 35

1/16" = 1' - 0"

LEVEL 2



0 5 15 35

1/16" = 1' - 0"

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the Unrestricted Mobile Liquor License for Cowgirl Up Mobile Bar, dba Cowgirl Up Mobile Bar, represented by owner and manager Molly Abreu. Molly Abreu has signed a Waiver of Notice of Hearing. Cowgirl Up Mobile Bar, dba Cowgirl Up Mobile Bar, is located at 1468 Edlesborough Circle, Gardnerville, Nevada 89410. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the Unrestricted Mobile Liquor License for Cowgirl Up Mobile Bar, dba Cowgirl Up Mobile Bar, as presented.

FINANCIAL IMPACT:
The applicants' license fee of $659.75 was collected and deposited in General Fund Revenue Account 101.000.341.211.

BACKGROUND:
Molly Abreu has signed a Waiver of Notice of Hearing and has cleared the background check. Cowgirl Up Mobile Bar, dba Cowgirl Up Mobile Bar, is located 1468 Edlesborough Circle, Gardnerville, Nevada 89410.

ATTACHMENTS:

AGENDA ITEM NO. II.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the Restricted Mobile Liquor License for Unnhibited LLC represented by owners and managers Scott and Vicki Frank. Scott and Vicki Frank have signed a Waiver of Notice of Hearing. Unnhibited LLC is located at 1661 Buttonwillow Street, Minden, Nevada 89423. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the Restricted Mobile Liquor License for Unnhibited LLC, as presented.

FINANCIAL IMPACT:
The applicants' license fee of $819.50 was collected and deposited in General Fund Revenue Account 101.000.341.211.

BACKGROUND:
Scott and Vicki Frank have signed a Waiver of Notice of Hearing and have cleared the background check. Unnhibited LLC is located at 1661 Buttonwillow Street, Minden, Nevada 89423.

ATTACHMENTS:

AGENDA ITEM NO. III.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve adding Melinda May Stuart-Haskell to the existing Package Retail Liquor License, On-Site Unrestricted License and Entertainment Endorsement for Holiday Inn Club Vacations, Inc., dba David Walley's Resort. Melinda Stuart-Haskell has signed a Waiver of Notice of Hearing. Holiday Inn Club Vacations Inc., dba David Walley's Resort, is located at 2001 Foothill Road, Genoa, Nevada 89411. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the addition of Melinda Stuart-Haskell to the existing Package Retail Liquor License, On-Site Unrestricted License and Entertainment Endorsement for Holiday Inn Club Vacations Inc., dba David Walley's Resort.

FINANCIAL IMPACT:
$109.75 collected towards General Fund Revenue account 101.000.341.211.

BACKGROUND:
Melinda Stuart-Haskell has signed a Waiver of Notice of Hearing and has cleared the background check. Holiday Inn Club Vacations Inc., dba David Walley's Resort, is located at 2001 Foothill Road, Genoa, Nevada 89411. The mailing address is P.O. Box 670, Genoa, Nevada 89411.

ATTACHMENTS:

AGENDA ITEM NO. IV.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the On-Site Unrestricted Retail Liquor License for E&V Italiano LLC, dba Bruschetta, represented by owner and manager Erik Rhoades. Erik Rhoades has signed a Waiver of Notice of Hearing. E&V Italiano LLC, dba Bruschetta, is located at 290 Kingsbury Grade Unit #22 Stateline, Nevada 89449. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the On-site Unrestricted Retail Liquor License for E&V Italiano LLC, dba Bruschetta, as presented.

FINANCIAL IMPACT:
$819.50 collected towards General Fund Revenue account 101.000.341.211 applicants license fee.

BACKGROUND:
Erik Rhoades has signed a Waiver of Notice of Hearing and has cleared the background check. E&V Italiano LLC, dba Bruschetta is located at 290 Kingsbury Grade Unit #22 Stateline, Nevada 89449.

ATTACHMENTS:

AGENDA ITEM NO. V.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the addition of Cody Perdue to the existing Packaged Retail Liquor License and Restricted Gaming License for Safeway Inc., dba Safeway #1537, represented by Corporate Treasurer Cody Perdue. Cody Perdue has signed a Waiver of Notice of Hearing. Safeway #1537 is located at 212 Elks Point Road 38C, Zephyr Cove, Nevada 89448. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the addition of Cody Perdue to the existing Packaged Retail Liquor License and Restricted Gaming License for Safeway Inc., dba Safeway #1537, as presented.

FINANCIAL IMPACT:
$109.75 collected towards General Fund Revenue account 101.000.341.211 applicants license fee.

BACKGROUND:
Cody Perdue has signed a Waiver of Notice of Hearing and has cleared the background check. Safeway #1537 is located at 212 Elks Point Road 38C, Zephyr Cove, Nevada 89448. The mailing address is P.O. Box 29096, Mail Stop 6516, Phoenix, Arizona 85038.

ATTACHMENTS:

AGENDA ITEM NO. VI.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the addition of District Manager Jody Britschgi to the existing Packaged Retail Liquor License for Maverik Incorporated, dba Maverik #460. Jody Britschgi has signed a Waiver of Notice of Hearing. Maverik Incorporated, dba Maverik #460, is located 1651 Highway 88, Minden, Nevada 89423. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the addition of District Manager Jody Britschgi to the existing Packaged Retail Liquor License for Maverik Incorporated, dba Maverik #460, as presented.

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

BACKGROUND:
Ms. Jody Britschgi has signed a Waiver of Notice of Hearing and has cleared her background check for Maverik Incorporated, dba Maverik #460. Maverik Incorporated, dba Maverik #460, is located at 1651 Highway 88, Minden, Nevada 89423.

ATTACHMENTS:

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve Lease Amendment #3 to Land Lease 066 at the Minden-Tahoe Airport, which assigns the leasehold from Analisa Wulfsberg to Gr8daynevada LLC; and authorize the County Manager to sign the amendment. (Heather MacDonnell)

RECOMMENDED MOTION:
Approve Lease Amendment #3 to Land Lease 066 at the Minden-Tahoe Airport as presented; and authorize the County Manager to sign the amendment.

FINANCIAL IMPACT:
Rent will remain unchanged. The County is entitled to a transfer fee equal to 2% of the sales price. In this case, the fee is $6,000.

BACKGROUND:
The County originally entered into a lease with C. Reade Kaley, effective March 1, 2000, for the lease of approximately 3,120 square feet ("Lease") at the Airport (Recorded as Document No. 2000-0485960), and the Lease was originally referred to as Land Lease 041. Later, a hangar or other improvements have been constructed upon the leased premises.

Effective January 3, 2002, the referenced land lease was assigned from C. Read Kaley to Patrick C. Samal with County approval (Recorded as Document No. 2002-0531891), and at this time, the land lease was re-numbered to Land Lease 066 ("LL066"). The lease was assigned another time in 2007, from Patrick Samal's estate to Analisa Wulfsberg (Recorded as Document No. 2007-0703155).

Ms. Wulfsberg has now requested approval to assign the lease to Gr8daynevada LLC. The lease assignment, if approved, will become effective July 18, 2024.

Additionally, Mr. Blackburn, manager of Gr8daynevada LLC requested permission to add new square footage to the leasehold for the purpose of constructing additional improvements (a bathroom). In

exchange for the substantial additional capital investment to construct the bathroom, Mr. Blackburn requested an additional option term of 25 years (bringing the total remaining available term to 40 years). Due to increase in value attributable to the additional bathroom, staff recommends approving this request.

ATTACHMENTS:
LL066_Lease Amendment_3_v3.pdf
Exhibit A-3

MINDEN-TAHOE AIRPORT

LAND LEASE 066

ASSIGNMENT AND LEASE AMENDMENT # 3

This Assignment of Lease and Lease Amendment # **3** ("Amendment # **3**") is entered into by and between Douglas County, Nevada ("County" or "Lessor"), and Analisa Wulfsberg ("Lessee" or "Assignor"), and Gr8daynevada LLC ("Assignee"). County, Lessee and Assignee may be referred to herein collectively as "Parties" or individually as the "Party."

WHEREAS, the County owns and operates the Minden-Tahoe Airport located in Douglas County, Nevada, as a general aviation and reliever facility, and is authorized to contract for the use of Airport premises and facilities and the provision of products and services thereon;

WHEREAS, the County entered into a lease with C. Reade Kaley, effective March 1, 2000 for the lease of approximately **3,120** square feet ("Lease") at the Airport (Recorded as Document No. 2000-0485960), and the Lease was originally referred to as Land Lease 041; and

WHEREAS, a hangar or other improvements have been constructed upon the leased premises; and

WHEREAS**,** effective January 3, 2002, the referenced land lease was assigned from C. Read Kaley to Patrick C. Samal with County approval (Recorded as Document No. 2002-0531891), and at this time, the land lease was re-numbered to Land Lease 066 ("LL066"); and

WHEREAS, effective June 7, 2007, LL066 was assigned from Patrick Samal's estate to Analisa Wulfsberg with County approval (Recorded as Document No. 2007-0703155); and

WHEREAS, Section **34** of the Lease enables the County and Lessee to amend the terms of the Lease by a written amendment that is approved and signed by County and Lessee;

WHEREAS, Lessee has requested approval by the County to assign 100% of its interest in the Lease to Assignee; and

WHEREAS, Section **21** of the Lease requires Lessee to obtain prior written consent from the County in order to assign, transfer, sublease, or otherwise convey any interest in the Lease;

WHEREAS, the County deems it advantageous to approve Lessee's proposed assignment of an interest in the Lease;

NOW, THEREFORE, be it agreed by and between County and Lessee and Assignee, that the terms of the Lease will be amended as follows:

1. This Amendment # **3** shall become effective on July 18, 2024 ("Effective Date").
2. Except as specifically stated or amended herein, the Parties agree that the words and phrases within this Amendment shall have the meanings set forth in Lease.
3. All of the terms, covenants and conditions of the Lease, are hereby ratified and reaffirmed by all Parties hereto.

4. Assignee hereby accepts this assignment and agrees to assume and be bound by all of the terms of the Lease, as amended, (a copy of which Assignee has received and reviewed), beginning on the Effective Date and to be held liable under the terms of the Lease.
5. The Parties agree that this assignment of the Lease shall not release Lessee from any liability under the Lease and Lessee shall remain jointly and severally liable with Assignee under the terms of the Lease, to the extent that any Liability arises as a result of any cause or occasion on or before the Effective Date.
6. The Parties agree and understand that County's consent to this assignment shall not constitute a consent to any future assignments or subletting.
7. The Parties each agree and acknowledge that the County has fully complied with all of its obligations under the Lease through the Effective Date and, to the extent not expressly modified hereby, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect. If anything contained in this Amendment conflicts with any terms of the Lease, then the terms of this Amendment shall govern.
8. Leased Premises: The Leased Premises or "Premises" as defined in Exhibit A of the Lease shall be amended to include additional square footage immediately adjacent to the original leasehold. Beginning on the Effective Date of this Amendment, the Premises shall consist of 6,251 square feet, as described and depicted in Exhibit A-3 hereto.
9. Additional Improvements: In exchange for the additional square footage and additional time on the lease term, Assignee has committed to completing additional improvements upon the Premises. Specifically, Assignee will design and construct upon the Premises an indoor restroom (including water, waste water and electrical utilities) for use by Assignee and Assignee's invitees. Such restroom shall be completed by no later than 60 calendar months from the Effective Date. Assignee shall obtain all necessary permits and approvals for the additional improvements.
10. Lease Term: In consideration for Lessee's completion of the above described Additional Improvements, Lessee shall be entitled to an additional option period of twenty-five (25) calendar years ("Second Option Term"). The Second Option Term may be exercised by Lessee provided that Lessee is not in default at the time of exercise or has not, on more than one prior occasion, been in default. For the option period, Rent will adjust upward to the then-in-effect rental rate for similarly situated unimproved land on Airport property; all other terms of the Lease, as amended, will remain in effect. If Lessee has not completed the Additional Improvements described above in the time set forth above, then the County may use this failure as the sole basis to deny Lessee's request to exercise the second option term.
11. The Parties may execute this Amendment in counterparts and all will constitute one agreement that will be binding on all the Parties.
12. Notices & Identity: upon the Effective Date, all references to "Lessee" shall be updated to reflect this amendment. Lessee shall be identified as "Gr8daynevada LLC" Lessee's noticing address is as follows:

Gr8daynevada LLC
c/o Steven Blackburn, Managing Member
195 Highway 50, Suite 104
PMB 226
Zephyr Cove, NV, 89448

13. Lessee and Assignee have agreed to the terms of a transaction which include the sale of a hangar and/or interest in the Lease for a total consideration of $300,000. Pursuant to the terms of the Minden-Tahoe Airport's Leasing Policy, Lessee and Assignee are required to pay to the airport a fee equal to 2 percent of the gross selling price. By no later than the Effective Date Lessee and Assignee shall pay to the airport $6,000 to satisfy this requirement. Failure to make timely payment will be grounds for a default.

Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

[signature page to follow]

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IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Jenifer Davidson, County Manager, as authorized by the Board of County Commissioners during a Public Meeting, Analisa Wulfsberg, and Steven Blackburn as Managing Member of Gr8daynevada LLC, on the respective dates indicated below.

LESSOR:
Douglas County

By: _____
Jenifer Davidson, County Manager
As Authorized by the Board of County
Commissioners on the 18th day of July, 2024

ASSIGNOR:
Analisa Wulfsberg

Signature:_____

Date: _____

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me, a Notary Public, on the ___ day of _____ 2024, by Analisa Wulfsberg.

_____
Notary Signature

ASSIGNEE:
Gr8daynevada LLC
By: Steven Blackburn, Managing Member

Signature:_____

Date: _____

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me, a Notary Public, on the ___ day of _____ 2024, by Steven Blackburn, managing member of Gr8daynevada LLC.

_____
Notary Signature

DESCRIPTION
AIRPORT LEASE L066
(MINDEN-TAHOE AIRPORT)

All that real property situate in Douglas County, State of Nevada, described as follows:

A parcel of land within a portion of Section 17, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the most easterly corner of Land Lease 066, a point from which Airport Control Monument No. 2 per the Amended Record of Survey # 14 for Douglas County, filed for record April 4, 1988, in the Office of Recorder, Douglas County, Nevada as Document No. 175533, bears North 53°05'53" East, a distance of 1603.69 feet;

thence the following courses and distances:

South 45°16'52" West, a distance of 103.50 feet

North 44°43'08" West, a distance of 60.40 feet

North 45°16'52" East, a distance of 103.50 feet

South 44°43'07" East, a distance of 60.40 feet to the **POINT OF BEGINNING**, containing 6,251 square feet, more or less.

SEE EXHIBIT "LAND LEASE 066," Plat to Accompany Description, attached hereto and made a part hereof.

The Basis of Bearings for this description is NAD 83, Nevada State Plane, West (2703) zone, scaled around 0,0 by the combined scale factor of 1.0002 as measured from NGS control monument "FAA MEV A".

Prepared by:
Todd A. Enke, P.L.S. 19734
Resource Concepts, Inc.
340 N. Minnesota Street
Carson City, NV 89703



07/01/24

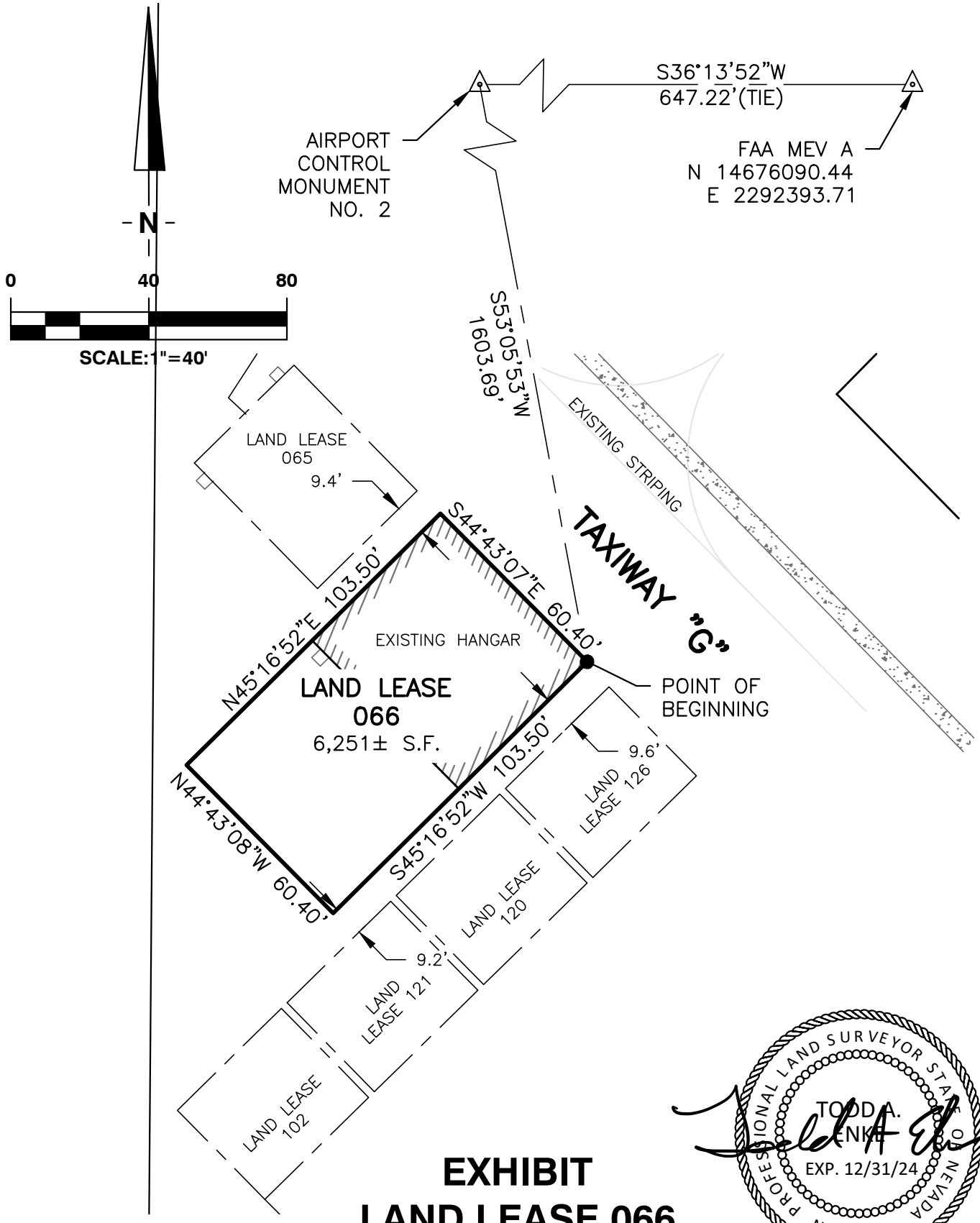


EXHIBIT
LAND LEASE 066

FOR

STEVE BLACKBURN

2200 TAXIWAY "G"

MINDEN-TAHOE AIRPORT

THE BASIS OF BEARINGS FOR THIS EXHIBIT IS NAD 83, NEVADA STATE PLANE, WEST (2703) ZONE, SCALED AROUND 0,0 BY THE COMBINED SCALE FACTOR OF 1.0002 AS MEASURED FROM NGS CONTROL MONUMENT "FAA MEV A".

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENK
EXP. 12/31/24
No. 19734

07/04/24

RCI
Resource Concepts Inc.
www.rci-nv.com

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept the Douglas County Assessor's annual report on the use of the Assessor's Technology Account funds as required pursuant to NRS 250.085(4). (Trent Tholen)

RECOMMENDED MOTION:
Accept the Douglas County Assessor's report on the use of funds for the Assessor's Technology fund as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
In 2005, the Nevada Legislature approved SB 394 which, among other matters, provided a funding source for the Assessor's Technology Fund that had been allowed in the 2003 session. The funding source is 1/4 of the commission received by the County on the gross amount of collections from personal property taxes. This report is made to meet the reporting requirements of NRS 250.085(4). The statute requires an annual report to the County Commission showing projected expenditures for the next fiscal year. Any monies not expended in the current fiscal year and otherwise earmarked for future years reverts back to the general fund. The report explaining future commitments is attached.

ATTACHMENTS:
23-24 Tech fund report memo.pdf
23-24 Tech fund report for BOCC.pdf

ASSESSOR'S OFFICE

Trent A. Tholen, Assessor
Phone: (775) 782-9830
Fax: (775) 782-9884
website: https://www.douglascountynv.gov

Memorandum

July 18, 2024

To: Douglas County Board of Commissioners

From: Trent Tholen
Assessor

RE: Use of the Assessor's Technology Fund

Pursuant to NRS 250.085 (4), I wish to make the annual report to you on the Assessor's use of the Technology Fund. The statute requires a report on the projected expenditures from this fund for the ensuing fiscal year. The report is attached. I have also included the 2023/24 revenue and expenses. Further, this statute requires any funds existing in the account at the end of the fiscal year and not committed to expenditure revert to the general fund. All such funds have been designated and are mostly being dedicated to enhancing efficiencies in the office through technological advancements we have been putting off to ensure monies were available for our new CAMA system. Now we can focus on projects such as annual aerial photography, mobile field devices, and scanning projects to put parcel information into our new CAMA system.

The fund can be used for, among other things, "other county offices that do business with the county Assessor." In that vein we try to make the money available within the County to projects that would benefit more than just the Assessor's Office and to work cooperatively to make broader benefit available to more recipients.

I will be happy to answer questions or provide clarification should you need it.

Report pursuant to NRS 250.085, Use of the Assessor's technology fund.

Balance as of 7/1/2023:	$247,026.00
2023/24 Revenue:	$68,249.00
2023/24 Expenses:	$38,607.00
Balance as of 7/1/2024:	$276,668.00
FY 2024/25 Projected Revenue:	$50,000.00
Projected balance as of 7/1/2025:	$326,668.00

Funds Committed:

Use of Funds:	
Assessor: File scanning project (Approx.)	$140,000.00
Assessor: Computer equipment/maintenance/support (Approx.)	$111,668.00
Assessor: Annual aerial flight/ChangeFinder program (Approx.)	$75,000.00
Total Future Commitments:	$326,668.00

Balance not committed to future projects:	$0.00

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 05/03/2024 Payables, 05/03/2024 Payroll, 05/10/2024 Payables, 05/17/2024 Payables, 05/17/2024 Payroll, 05/24/2024 Payables, 05/28/2024 Payables, 05/31/2024 Payables and 05/31/2024 Payroll. (Amy Burgans)

RECOMMENDED MOTION:
Accept the cumulative voucher sheets submitted for checks and electronic fund transfers for the 05/03/2024 Payables, 05/03/2024 Payroll, 05/10/2024 Payables, 05/17/2024 Payables, 05/17/2024 Payroll, 05/24/2024 Payables, 05/28/2024 Payables, 05/31/2024 Payables and 05/31/2024 Payroll as presented.

FINANCIAL IMPACT:
Total payables and payroll for Douglas County for May is $11,782,799.64.

BACKGROUND:
NRS 244.210 requires every demand against the County, except the salaries of the elective officers of the County whose salaries are fixed by law, contested claims, and requests for refunds payable out of budgeted appropriations, be listed on cumulative voucher sheets and audited by the County Comptroller. The County Comptroller shall satisfy himself or herself whether the money demanded is legally due and remains unpaid, and whether its payment is authorized by law. If the demands qualify for payment, warrants must be drawn on the County Treasurer in accordance with the listing of the demands on the voucher sheets. The warrants and voucher sheets must be signed by the County Comptroller and the County Treasurer. A signed copy of the cumulative voucher sheets must be forwarded by the County Treasurer to the Board of County Commissioners.

ATTACHMENTS:
05032024Payables
05032024Payroll.pdf

05102024Payables.pdf
05172024Payables.pdf
05172024Payroll.pdf
05242024Payables.pdf
05282024Payables.pdf
05312024Payables.pdf
05312024Payroll.pdf

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $847,858.07 FOR CHECKS #749421-749560 AND EFTS #118833-118872, ALL DATED 05-03-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.05.31 14:58:46 -07'00'
ASSISTANT TREASURER

Douglas County
05/03/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/03/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America					
Check	05/03/2024	749421 Accounts Payable	ABE Printing & Copy		401.00
Check	05/03/2024	749422 Accounts Payable	Ace Hardware		216.55
Check	05/03/2024	749423 Accounts Payable	Aramark Uniform & Career Apparel Group Inc		171.64
Check	05/03/2024	749424 Accounts Payable	Armac Construction LLC		11,315.00
Check	05/03/2024	749425 Accounts Payable	Ascent Environmental Inc		1,002.00
Check	05/03/2024	749426 Accounts Payable	ASJ Small Engines Etc		85.50
Check	05/03/2024	749427 Accounts Payable	AT&T Mobility National Accounts LLC		631.54
Check	05/03/2024	749428 Accounts Payable	AT&T Mobility National Accounts LLC		6,256.94
Check	05/03/2024	749429 Accounts Payable	AT&T Mobility National Accounts LLC		262.84
Check	05/03/2024	749430 Accounts Payable	B&L Backflow Testing Specialist LLC		95.00
Check	05/03/2024	749431 Accounts Payable	Baker & Taylor		1,717.12
Check	05/03/2024	749432 Accounts Payable	Basalite Building Products Inc		213.59
Check	05/03/2024	749433 Accounts Payable	Between Horses and Humans		1,080.00
Check	05/03/2024	749434 Accounts Payable	Bob Barker Company Inc		150.52
Check	05/03/2024	749435 Accounts Payable	BSN Sports		713.66
Check	05/03/2024	749436 Accounts Payable	Buckeye Enterprises LLC		7,240.00
Check	05/03/2024	749437 Accounts Payable	Carson Valley Chamber of Commerce		70.00
Check	05/03/2024	749438 Accounts Payable	Carson Valley Health		150.00
Check	05/03/2024	749439 Accounts Payable	Carson Valley Meats Inc		1,292.08
Check	05/03/2024	749440 Accounts Payable	Champion Chevrolet		55,920.41
Check	05/03/2024	749441 Accounts Payable	Charter Communications Operating LLC		1,085.36
Check	05/03/2024	749442 Accounts Payable	Codale Electric Supply Inc		8,139.40
Check	05/03/2024	749443 Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges , Dan		2,750.00
Check	05/03/2024	749444 Accounts Payable	Credit Human FCU Mortgage		192.43
Check	05/03/2024	749445 Accounts Payable	Crout , Paula Rose		800.00
Check	05/03/2024	749446 Accounts Payable	Curtis & Sons Construction Inc		281.68
Check	05/03/2024	749447 Accounts Payable	DCS Protective Association (DCSPA)		3,480.00
Check	05/03/2024	749448 Accounts Payable	Dekruyf , Jayne		200.00
Check	05/03/2024	749449 Accounts Payable	Dell Marketing LP		1,045.50
Check	05/03/2024	749450 Accounts Payable	Dept. Of The Interior-usgs		52,985.78
Check	05/03/2024	749451 Accounts Payable	Douglas County Court Clerk		120.78
Check	05/03/2024	749452 Accounts Payable	Douglas County Sheriff's Department		936.59

Douglas County

05/03/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/03/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/03/2024	749453	Accounts Payable	DrugTestsInBulk.Com		1,114.00
Check	05/03/2024	749454	Accounts Payable	Edwards , Rebecca		76.00
Check	05/03/2024	749455	Accounts Payable	Ewing Irrigation Products		4,267.78
Check	05/03/2024	749456	Accounts Payable	Express Systems		608.12
Check	05/03/2024	749457	Accounts Payable	Felten , Michael		60.00
Check	05/03/2024	749458	Accounts Payable	Flyers Energy LLC		2,175.75
Check	05/03/2024	749459	Accounts Payable	Flyers Energy LLC		2,292.72
Check	05/03/2024	749460	Accounts Payable	Flyers Energy LLC		4,896.75
Check	05/03/2024	749461	Accounts Payable	Frontier		711.00
Check	05/03/2024	749462	Accounts Payable	Frontier Comm of Southwest (NV)		123.66
Check	05/03/2024	749463	Accounts Payable	Glasson , Richard		1,297.50
Check	05/03/2024	749464	Accounts Payable	Grainger Inc		1,010.02
Check	05/03/2024	749465	Accounts Payable	Grainger Inc		1,119.90
Check	05/03/2024	749466	Accounts Payable	Granite Construction Co Inc		102,370.15
Check	05/03/2024	749467	Accounts Payable	Great Basin Lighting Inc		7,773.00
Check	05/03/2024	749468	Accounts Payable	Great Western Installations		387.80
Check	05/03/2024	749469	Accounts Payable	Haen Constructors		23,808.25
Check	05/03/2024	749470	Accounts Payable	Hajoca Company		7.05
Check	05/03/2024	749471	Accounts Payable	Hallam - Petty Cash , Veronica		62.14
Check	05/03/2024	749472	Accounts Payable	Home Depot - 6978		730.48
Check	05/03/2024	749473	Accounts Payable	Hunt & Sons Inc		209.45
Check	05/03/2024	749474	Accounts Payable	IAAP		200.00
Check	05/03/2024	749475	Accounts Payable	Ingram Library Services		434.97
Check	05/03/2024	749476	Accounts Payable	Institutional Systems Inc		527.56
Check	05/03/2024	749477	Accounts Payable	International Chemtex Corporation		1,000.00
Check	05/03/2024	749478	Accounts Payable	Keefe Supply Company		365.70
Check	05/03/2024	749479	Accounts Payable	Lakeside Glass Inc		819.15
Check	05/03/2024	749480	Accounts Payable	Louthan, Carol - Petty Cash		97.50
Check	05/03/2024	749481	Accounts Payable	Meddles Jake		371.30
Check	05/03/2024	749482	Accounts Payable	Meeks Lumber		457.89
Check	05/03/2024	749483	Accounts Payable	Merit Electric Company		2,800.00
Check	05/03/2024	749484	Accounts Payable	MGX Equipment Services LLC		1,074.24
Check	05/03/2024	749485	Accounts Payable	Mountain View Tree Farm		4,049.80
Check	05/03/2024	749486	Accounts Payable	Mountain West Construction Inc		126.00
Check	05/03/2024	749487	Accounts Payable	Mountainview Medical Associates PC		373.00

Douglas County

05/03/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/03/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/03/2024	749488	Accounts Payable	NCIC Inmate Communications		4,184.00
Check	05/03/2024	749489	Accounts Payable	NEOGOV		27,001.40
Check	05/03/2024	749490	Accounts Payable	Nevada News Group		882.00
Check	05/03/2024	749491	Accounts Payable	Newman Signs Inc		1,041.92
Check	05/03/2024	749492	Accounts Payable	Nutrien AG Solutions Inc		32,345.41
Check	05/03/2024	749493	Accounts Payable	NV Energy		34.91
Check	05/03/2024	749494	Accounts Payable	NV Energy		140.24
Check	05/03/2024	749495	Accounts Payable	NV Energy		5,390.78
Check	05/03/2024	749496	Accounts Payable	NV Energy		18,854.03
Check	05/03/2024	749497	Accounts Payable	NV Energy		1,468.86
Check	05/03/2024	749498	Accounts Payable	NV Energy		1,623.69
Check	05/03/2024	749499	Accounts Payable	NV Energy		4,137.23
Check	05/03/2024	749500	Accounts Payable	NV Energy		7,702.89
Check	05/03/2024	749501	Accounts Payable	NV Energy		97.33
Check	05/03/2024	749502	Accounts Payable	NV Energy		3,000.00
Check	05/03/2024	749503	Accounts Payable	NV State Dept of Conservation & Natural Resources		4,135.00
Check	05/03/2024	749504	Accounts Payable	NV State Treasurer-SEE NOTES		2.00
Check	05/03/2024	749505	Accounts Payable	O'Reilly Auto Parts		446.03
Check	05/03/2024	749506	Accounts Payable	ODP Business Solutions LLC		1,332.98
Check	05/03/2024	749507	Accounts Payable	Office Plus of Nevada		27.85
Check	05/03/2024	749508	Accounts Payable	Pasley , Erin		1,500.00
Check	05/03/2024	749509	Accounts Payable	Phillips , Denver		15.00
Check	05/03/2024	749510	Accounts Payable	Purcell Tire Company		1,164.57
Check	05/03/2024	749511	Accounts Payable	Rango Broadband		480.00
Check	05/03/2024	749512	Accounts Payable	Redwood Toxicology Laboratory Inc		61.43
Check	05/03/2024	749513	Accounts Payable	Ricoh USA Inc		908.79
Check	05/03/2024	749514	Accounts Payable	Salt Lake Wholesale Sports		4,279.35
Check	05/03/2024	749515	Accounts Payable	SCaDU		200.00
Check	05/03/2024	749516	Accounts Payable	SHI International Corp		3,794.88
Check	05/03/2024	749517	Accounts Payable	Sierra Floor Covering Inc		3,978.00
Check	05/03/2024	749518	Accounts Payable	Silver State Analytical Laboratories Inc		71.00
Check	05/03/2024	749519	Accounts Payable	Silver State International		1,105.32
Check	05/03/2024	749520	Accounts Payable	Silver State Towing LLC		313.75
Check	05/03/2024	749521	Accounts Payable	Simpson , Michelle		349.12

Douglas County

05/03/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/03/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/03/2024	749522	Accounts Payable	Snap-on Industrial		1,023.28
Check	05/03/2024	749523	Accounts Payable	Southwest Gas		17,029.61
Check	05/03/2024	749524	Accounts Payable	Southwest Gas		450.00
Check	05/03/2024	749525	Accounts Payable	Southwest Gas		411.05
Check	05/03/2024	749526	Accounts Payable	Spectrum Business		654.27
Check	05/03/2024	749527	Accounts Payable	Squarerigger Software		4,360.00
Check	05/03/2024	749528	Accounts Payable	St Gall Catholic Parish Corporation		1,581.98
Check	05/03/2024	749529	Accounts Payable	State of Nevada Legislative Counsel Bureau		697.83
Check	05/03/2024	749530	Accounts Payable	Stericycle Inc		993.92
Check	05/03/2024	749531	Accounts Payable	Suicide Prevention Network		3,880.00
Check	05/03/2024	749532	Accounts Payable	Sysco Food Services of Sacramento		71.39
Check	05/03/2024	749533	Accounts Payable	Sysco Food Services of Sacramento		5,659.52
Check	05/03/2024	749534	Accounts Payable	Sysco Food Services of Sacramento		3,568.27
Check	05/03/2024	749535	Accounts Payable	Sysco Food Services of Sacramento		2,944.52
Check	05/03/2024	749536	Accounts Payable	Tahoe Fence Co Inc		6,918.00
Check	05/03/2024	749537	Accounts Payable	The Moore Law Group APC		936.59
Check	05/03/2024	749538	Accounts Payable	The Public Restroom Company		144,797.00
Check	05/03/2024	749539	Accounts Payable	The Travelers Indemnity Company		1,738.00
Check	05/03/2024	749540	Accounts Payable	Topaz Ranch Estate Water Co		60.75
Check	05/03/2024	749541	Accounts Payable	Uniformity of Nevada LLC		55.00
Check	05/03/2024	749542	Accounts Payable	United Finance Company		340.03
Check	05/03/2024	749543	Accounts Payable	United Rentals		2,559.90
Check	05/03/2024	749544	Accounts Payable	University of Nevada, Reno		15,070.33
Check	05/03/2024	749545	Accounts Payable	US Foods Inc		733.71
Check	05/03/2024	749546	Accounts Payable	US Foods Inc		3,199.36
Check	05/03/2024	749547	Accounts Payable	USABluebook		299.00
Check	05/03/2024	749548	Accounts Payable	Vanroy , Joe or Frances		30.00
Check	05/03/2024	749549	Accounts Payable	Walkenhorst's		558.00
Check	05/03/2024	749550	Accounts Payable	Walmart Community		5,780.60
Check	05/03/2024	749551	Accounts Payable	Western Nevada Supply Co		841.67
Check	05/03/2024	749552	Accounts Payable	Western Nevada Supply Co		46,244.66
Check	05/03/2024	749553	Accounts Payable	Wharton Concrete Forming Supply of Nevada LLC		533.78
Check	05/03/2024	749554	Accounts Payable	White Water Solutions		329.85
Check	05/03/2024	749555	Accounts Payable	Xerox Corporation		1,790.24

Douglas County

05/03/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/03/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/03/2024	749556	Accounts Payable	Yeaman , Guy		225.00
Check	05/03/2024	749557	Accounts Payable	Sierra Peaks Enterprises LLC (ACH)		300.00
Check	05/03/2024	749558	Accounts Payable	Ferguson Enterprises LLC (ACH)		3,583.67
Check	05/03/2024	749559	Accounts Payable	Hamilton Business Machines (ACH)		95.00
Check	05/03/2024	749560	Accounts Payable	Park Ranch Meats LLC (ACH)		207.98
EFT	05/03/2024	118833	Accounts Payable	A Sign Shop (ACH)		5,170.00
EFT	05/03/2024	118834	Accounts Payable	Amazon Business (ACH)		6,311.94
EFT	05/03/2024	118835	Accounts Payable	Animal Medical Services (ACH)		465.00
EFT	05/03/2024	118836	Accounts Payable	Brown Law Offices, Chartered (ACH)		450.00
EFT	05/03/2024	118837	Accounts Payable	Burney's Commercial Service of NV, Inc (ACH)		1,068.95
EFT	05/03/2024	118838	Accounts Payable	Canon Financial Services Inc (ACH)		616.59
EFT	05/03/2024	118839	Accounts Payable	Capitol Reporters (ACH)		1,800.80
EFT	05/03/2024	118840	Accounts Payable	Carlquist (ACH) , Heather		1,000.00
EFT	05/03/2024	118841	Accounts Payable	Conway Communications Inc (ACH)		208.76
EFT	05/03/2024	118842	Accounts Payable	Dominion Voting Systems Inc (ACH)		1,745.86
EFT	05/03/2024	118843	Accounts Payable	Douglas County Employees Association (ACH)		1,620.00
EFT	05/03/2024	118844	Accounts Payable	Edward J Gray DMD Ltd (ACH)		229.00
EFT	05/03/2024	118845	Accounts Payable	Family Support Council of Douglas County (ACH)		400.00
EFT	05/03/2024	118846	Accounts Payable	Ferguson Enterprises LLC (ACH)		8,873.00
EFT	05/03/2024	118847	Accounts Payable	Fife (ACH) , Nancy J		300.00
EFT	05/03/2024	118848	Accounts Payable	Galls LLC (ACH)		56.84
EFT	05/03/2024	118849	Accounts Payable	Hanson (ACH) , Cayle		349.09
EFT	05/03/2024	118850	Accounts Payable	HDL Software LLC (ACH)		6,880.86
EFT	05/03/2024	118851	Accounts Payable	HealthEquity Inc		22,190.73
EFT	05/03/2024	118852	Accounts Payable	Heritage Law (ACH)		500.00
EFT	05/03/2024	118853	Accounts Payable	Inland Supply Co Inc (ACH)		272.66
EFT	05/03/2024	118854	Accounts Payable	Intermountain Electric Inc (ACH)		5,904.86
EFT	05/03/2024	118855	Accounts Payable	J-U-B Engineers, Inc. (ACH)		792.00
EFT	05/03/2024	118856	Accounts Payable	Jack Henry & Associates Inc (ACH)		2,500.00
EFT	05/03/2024	118857	Accounts Payable	John Lambirth Trucking Inc (ACH)		2,155.00
EFT	05/03/2024	118858	Accounts Payable	Kale (ACH) , David G		200.00
EFT	05/03/2024	118859	Accounts Payable	Knecht (ACH) , Raquel		796.56
EFT	05/03/2024	118860	Accounts Payable	Model Dairy LLC (ACH)		547.49

Douglas County

05/03/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/03/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/03/2024	118861	Accounts Payable	Nichols Consulting Engineers (ACH)		2,205.00
EFT	05/03/2024	118862	Accounts Payable	R & S Optimum Offset (ACH)		129.00
EFT	05/03/2024	118863	Accounts Payable	Ross Heating and Air Conditioning Inc (ACH)		4,170.00
EFT	05/03/2024	118864	Accounts Payable	Sagebrush Sprouts Preschool		332.50
EFT	05/03/2024	118865	Accounts Payable	Salvo (ACH) , Christine		750.00
EFT	05/03/2024	118866	Accounts Payable	Summit Plumbing Co LLC (ACH)		23,854.00
EFT	05/03/2024	118867	Accounts Payable	UBEO Business Services (ACH)		159.05
EFT	05/03/2024	118868	Accounts Payable	US Bank Equipment Finance (ACH)		84.00
EFT	05/03/2024	118869	Accounts Payable	US Bank Equipment Finance (ACH)		282.03
EFT	05/03/2024	118870	Accounts Payable	US Bank Equipment Finance (ACH)		282.03
EFT	05/03/2024	118871	Accounts Payable	US Bank Equipment Finance (ACH)		245.41
EFT	05/03/2024	118872	Accounts Payable	Vital Signs (ACH)		534.00
1-BOFA Bank of America Totals:				Transactions: 180		$847,858.07

Checks:	140	$741,425.06
EFTs:	40	$106,433.01

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9018

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYROLL CHECK LISTING TOTALING $1,438,702.26 FOR CHECKS #749410-749420, AND DIRECT DEPOSITS, ALL DATED 05-03-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.05.31 15:08:01 -07'00'
ASSISTANT TREASURER

Payment Batch Register

Pay Date Range 04/13/24 - 04/26/24

Pay Batch 05/03/24

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5598					
5917					
5601					
3287					
5600					
5913	Cachinero, Eric	118198	.00	3,162.68	3,162.68
4130	Davidson, Jenifer	118199	.00	6,415.21	6,415.21
4581	Elges, Melissa	118200	.00	3,584.11	3,584.11
5390	Johnson, Marcia Michelle	118201	.00	2,316.65	2,316.65
3154	Morgan, Scott	118202	.00	7,215.57	7,215.57
5819	Simpson, Michelle J	118203	.00	1,878.62	1,878.62
6074	Sproull, Megan N	118204	.00	1,404.02	1,404.02
5328	Valdez, Robyn Aiko	118205	.00	2,104.71	2,104.71
3299	Mccullough, David Scott	118206	.00	4,304.66	4,304.66
6015	Rudelbach, Nicole Angelina	118207	.00	3,325.34	3,325.34
5704	Alexander, David	118208	.00	2,735.63	2,735.63
4177	Montoya, Leah	118209	.00	2,621.13	2,621.13
4657	Richardson, Matthew	118210	.00	2,935.58	2,935.58
5164	Amatore, Cameron	118211	.00	2,615.45	2,615.45
3310	Etchegoyhen, Dion	118212	.00	3,224.14	3,224.14
5726	Minor, Chesney	118213	.00	1,464.21	1,464.21
5706	Morris, Shane	118214	.00	2,107.76	2,107.76
3531	OHair, Kimberly	118215	.00	2,734.90	2,734.90
4056	Phillips, Victoria Joan	118216	.00	482.51	482.51
5697	Poppinga, Kathryn	118217	.00	2,104.43	2,104.43
4261					
4261					
4936	Troutner, Michael David	118220	.00	1,830.79	1,830.79
4387	Williams, Toni Grace	118221	.00	1,849.94	1,849.94
6010	Buma At, Candy Ve De Gracia	118222	.00	2,235.85	2,235.85
5956	Carter, Deborah Christine	118223	.00	2,649.54	2,649.54
5470	Cartwright, Jennifer	118224	.00	3,852.51	3,852.51
4782	Chieffo, Caroline	118225	.00	1,250.37	1,250.37
4782	Chieffo, Caroline	118226	.00	1,450.00	1,450.00
5738	Hernandez Rea, Louis Obed	118227	.00	2,035.23	2,035.23
3511	Johnson, Melissa Ann	118228	.00	2,031.22	2,031.22
4658	Kent, Andrea Celeste	118229	.00	2,500.36	2,500.36
3419	Lewis, Kathryn Marie	118230	.00	4,957.82	4,957.82
4691	Moreno, Sarah	118231	.00	1,861.91	1,861.91
5935	Solorio Reza, Veronica	118232	.00	1,872.35	1,872.35
5646	Swickard, Debbie A	118233	.00	2,464.64	2,464.64
5261	Brantmeyer, Ana	118234	.00	1,733.35	1,733.35
4124					
6047	Pumphrey, Janey Lynn Hutchings	118236	.00	1,778.42	1,778.42
4766	Stovall, Jodi Odette	118237	.00	2,287.05	2,287.05
5317	Balda, Tanya	118238	.00	1,876.65	1,876.65
5730	Day, Jacqueline	118239	.00	1,829.29	1,829.29
5645	Lane, Amber Marie	118240	.00	1,721.98	1,721.98
5251	Leeper, Nicki Jennifer	118241	.00	3,266.56	3,266.56
5828	Allmett, David	118242	.00	2,268.80	2,268.80
5395	Harjes, Georgianne Dombrowik	118243	.00	2,220.37	2,220.37
5395	Harjes, Georgianne Dombrowik	118244	.00	740.13	740.13
5677	Kaiser, Jeffrey M	118245	.00	2,223.75	2,223.75
5739	Lind, Vicky Lucille	118246	.00	752.28	752.28
5876	Mallett, Norma	118247	.00	1,361.64	1,361.64
5747	Standley, Virginia Ann	118248	.00	1,087.78	1,087.78
3296	McDonough, Regina	118249	.00	2,209.53	2,209.53
5256	Pablo, Michelle	118250	.00	1,887.94	1,887.94
5419	Allmett, Melissa	118251	.00	1,422.41	1,422.41

Payment Batch Register

Pay Date Range 04/13/24 - 04/26/24

Pay Batch 05/03/24

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5385					
5979	Burgwardt-Odgers, Connie Ann	118253	.00	1,109.91	1,109.91
5925	Garcia, Melissa Susan	118254	.00	1,707.03	1,707.03
4600	Kaiser, Katherine Anne	118255	.00	3,245.38	3,245.38
3198	Teter, Leann Marie	118256	.00	2,290.84	2,290.84
3198	Teter, Leann Marie	118257	.00	175.00	175.00
5403	Vaclavek, Corinne Rene	118258	.00	1,886.17	1,886.17
5403	Vaclavek, Corinne Rene	118259	.00	375.00	375.00
5341	Sanders, Dennis Wayne	118260	.00	1,896.41	1,896.41
4194	Avila, Michael	118261	.00	3,067.32	3,067.32
5901	Ayers, Logan	118262	.00	1,357.73	1,357.73
5432	Caddy, Robert	118263	.00	2,122.26	2,122.26
5617	Calleja, Trevor	118264	.00	1,891.89	1,891.89
5617	Calleja, Trevor	118265	.00	600.00	600.00
4047	Gerard, Donald Joseph	118266	.00	2,930.37	2,930.37
5834	Kale, Griffin Thomas	118267	.00	2,186.69	2,186.69
5890	Quigley, Andrew	118268	.00	2,753.90	2,753.90
6094	Ruggia, Peace Paul	118269	.00	2,269.64	2,269.64
5130	Smith, Brendan Joseph	118270	.00	2,972.42	2,972.42
5130	Smith, Brendan Joseph	118271	.00	1,000.00	1,000.00
3461	Stugart, Susan L	118272	.00	2,259.87	2,259.87
6009	Walk, Victor August	118273	.00	3,112.95	3,112.95
5628	Williams, Daniel Alan	118274	.00	2,350.37	2,350.37
5966	Woods, David Allen	118275	.00	3,112.85	3,112.85
5283	Drew, Tiffini	118276	.00	1,857.52	1,857.52
5100	Everett, Megan	118277	.00	2,445.25	2,445.25
4645	Lang, Wendy Jo	118278	.00	5,432.31	5,432.31
4157	McMurry, Cindy	118279	.00	2,296.58	2,296.58
4157	McMurry, Cindy	118280	.00	350.00	350.00
4149	Reiboldt, Gina	118281	.00	128.34	128.34
5680	Renteria, Merisa	118282	.00	1,296.81	1,296.81
5315	Shaw, Ashley Elaine	118283	.00	1,862.55	1,862.55
5315	Shaw, Ashley Elaine	118284	.00	200.00	200.00
5233	Vido, Christine Elizabeth	118285	.00	2,454.07	2,454.07
5233	Vido, Christine Elizabeth	118286	.00	500.00	500.00
4926	Cristanelli, Brenda	118287	.00	1,381.27	1,381.27
3222					
3172	Elges, Ronald	118289	.00	6,000.68	6,000.68
1088	Michitarian, Aram	118290	.00	4,264.09	4,264.09
4773	George, Ana Gabriela	118291	.00	2,506.82	2,506.82
3394	Ginocchio, Rodney W	118292	.00	4,805.18	4,805.18
5093	Green, Kylie Nicole	118293	.00	2,392.61	2,392.61
3142	Lynch, Will R.	118294	.00	4,516.86	4,516.86
3333	Richardson, Connie	118295	.00	1,167.64	1,167.64
3433	Scheetz, Kirsten Maureen	118296	.00	1,322.08	1,322.08
3433	Scheetz, Kirsten Maureen	118297	.00	1,100.00	1,100.00
3337	Adkins, Michelle	118298	.00	2,044.78	2,044.78
4176	Allen, Crystal	118299	.00	1,939.24	1,939.24
5489	Bell, Jennifer	118300	.00	1,912.90	1,912.90
5396	Bennett, Temi Elaine	118301	.00	1,612.49	1,612.49
3248	Drake, Karis	118302	.00	3,059.20	3,059.20
5325	Handy, Sherral Diane	118303	.00	84.55	84.55
5311	Miller, Ricky	118304	.00	2,003.80	2,003.80
5184	Peters, William	118305	.00	1,981.47	1,981.47
5840	Williams, Emily Ann	118306	.00	1,496.88	1,496.88
4611	Barden, Michael	118307	.00	2,677.38	2,677.38
4105	Cadwallader, David	118308	.00	4,038.79	4,038.79
1420	Charles, Mark	118309	.00	3,524.62	3,524.62
6045	Cheechov, Alexandria Ashley	118310	.00	1,777.87	1,777.87

Payment Batch Register

Pay Date Range 04/13/24 - 04/26/24

Pay Batch 05/03/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5259 Clifford, Dustin	118311	.00	3,050.43	3,050.43
4269 Dickens, Mark	118312	.00	2,835.27	2,835.27
6005 Dion, Evan Rene	118313	.00	2,782.96	2,782.96
5708 Drgas, Tomasz	118314	.00	2,505.44	2,505.44
4369 Fricke, Justin Frederick	118315	.00	3,368.41	3,368.41
3538 Gonzalez, Ignacio A	118316	.00	3,070.94	3,070.94
4698 Guerra, Jose Ricardo	118317	.00	3,498.44	3,498.44
5849 Hanson, Michael Ray	118318	.00	3,104.26	3,104.26
6083 Holle, Brandon Tyler	118319	.00	2,319.10	2,319.10
3311 Hubkey, Brian Scott	118320	.00	4,865.57	4,865.57
4696 Kimbrell, Steven John	118321	.00	413.57	413.57
4696 Kimbrell, Steven John	118322	.00	3,722.18	3,722.18
5991 Larsen, Joshua Michael	118323	.00	2,169.76	2,169.76
5941 Livingston, Daniel Marquis	118324	.00	2,969.40	2,969.40
5077 McLaughlin, Spencer	118325	.00	2,829.20	2,829.20
6008 Mendieta, Jasmin Teresa	118326	.00	2,313.79	2,313.79
4339 Midkiff, Douglas	118327	.00	3,660.50	3,660.50
6084 Ramos, Noah Daniel	118328	.00	2,249.13	2,249.13
5951 Randall, Jacob Isaac	118329	.00	3,480.34	3,480.34
5811 Rea, Melanie D'Ann	118330	.00	2,505.60	2,505.60
3604 Ridley, Clayton	118331	.00	2,878.76	2,878.76
5715 Riker, Payton	118332	.00	2,129.94	2,129.94
4556 Rollins, James	118333	.00	2,439.50	2,439.50
4433 Sampson, Matthew Alan	118334	.00	3,466.29	3,466.29
4343 Sanchez, Donovan Joseph	118335	.00	2,950.49	2,950.49
3439 Schultz, Theresa Christine	118336	.00	2,038.78	2,038.78
5582 Silva Ortiz, Jose G	118337	.00	2,602.99	2,602.99
3404 Stanley, David Alan Jr.	118338	.00	4,097.15	4,097.15
3404 Stanley, David Alan Jr.	118339	.00	350.00	350.00
3305 Battcher, John	118340	.00	3,407.06	3,407.06
3035 Britton, Daniel	118341	.00	4,767.01	4,767.01
4116 George, John Arthur	118342	.00	3,681.90	3,681.90
3505 Grant, Ryan David	118343	.00	3,655.78	3,655.78
5152 Graves, Jessica Lynn	118344	.00	2,231.40	2,231.40
3436 Jasperson, Edward W	118345	.00	3,455.31	3,455.31
3418 Jenkins, Nadine Yvonne	118346	.00	3,257.06	3,257.06
4394 Jones, Tyler A	118347	.00	2,949.89	2,949.89
5946 Poling, Denielle Lynn	118348	.00	2,752.40	2,752.40
3401 Schultz, Steven D	118349	.00	2,977.27	2,977.27
3399 Storke, Jonathan D	118350	.00	3,658.13	3,658.13
3312 Tipton, Linda Jane	118351	.00	1,840.06	1,840.06
5019 Warfield, Steven William	118352	.00	3,816.90	3,816.90
3608 Wharton, Scott W	118353	.00	3,014.39	3,014.39
4398 Williamson, Brandon J	118354	.00	2,790.43	2,790.43
4131 Young, Ryan Robert	118355	.00	3,205.11	3,205.11
4015 Karosich, Kevin Charles	118356	.00	2,894.86	2,894.86
4531 Koontz, Brenton Robert	118357	.00	2,422.61	2,422.61
4244 Meyer, John	118358	.00	3,116.88	3,116.88
5477 Begovich, Cody	118359	.00	3,284.37	3,284.37
4557 Brown, Mark	118360	.00	3,509.95	3,509.95
5454 Copp, Keenan	118361	.00	2,161.72	2,161.72
5110 Cunningham, Jeremy	118362	.00	3,115.11	3,115.11
5848 Cunningham, Taylor	118363	.00	3,586.70	3,586.70
4070 Davis, Justin	118364	.00	4,284.75	4,284.75
5619 Del Soldato, Cody	118365	.00	2,211.95	2,211.95
5047 DeRosa, Salvatore	118366	.00	2,994.77	2,994.77
3226 Duffy, Robert	118367	.00	5,551.34	5,551.34
3340 Eissinger, Erik	118368	.00	2,572.87	2,572.87
3634 Flagg, Marshall	118369	.00	3,362.90	3,362.90

Payment Batch Register

Pay Date Range 04/13/24 - 04/26/24

Pay Batch 05/03/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
3571 Goldwater, Michael Beamer	118370	.00	2,516.92	2,516.92
5137 Graves, Stephen Michael	118371	.00	2,533.12	2,533.12
5919 Heffner, Jared Cortlen	118372	.00	2,602.61	2,602.61
5097 Hickman, Zachary D	118373	.00	2,923.08	2,923.08
5111 Hodges, Joshua Adam	118374	.00	2,877.83	2,877.83
5062 Holdridge, Tyree	118375	.00	2,482.86	2,482.86
5693 Incopero, Noah Thomas	118376	.00	2,758.14	2,758.14
4488 Jacobsen, Bruce M	118377	.00	3,807.90	3,807.90
5595 Jacquez, Suselly Gonzalez	118378	.00	2,353.32	2,353.32
5595 Jacquez, Suselly Gonzalez	118379	.00	100.00	100.00
5138 Jenkins, Eric Robert William	118380	.00	3,005.96	3,005.96
4360 Johnsen, Jeffrey	118381	.00	3,650.59	3,650.59
3407 Koontz, Richard JR	118382	.00	4,674.36	4,674.36
3577 Kruger, Joel L	118383	.00	2,796.99	2,796.99
4322 Lenz, John Christian	118384	.00	2,478.63	2,478.63
4598 Lewis, Kevin Zachary	118385	.00	2,848.42	2,848.42
3435 Marshall, Geoffrey S	118386	.00	2,492.36	2,492.36
5265 Martinez, Thomas	118387	.00	2,531.55	2,531.55
5109 Michitarian, Conner	118388	.00	2,561.92	2,561.92
5990 Miller, MacKenzie Gwyn	118389	.00	3,350.30	3,350.30
3405 Miller, Ronald	118390	.00	4,544.35	4,544.35
4460 Miller, Steven	118391	.00	3,905.67	3,905.67
5339 Oakes, Robert	118392	.00	3,948.30	3,948.30
4483 OSullivan, Luke	118393	.00	3,315.14	3,315.14
2216 Rodriguez, Richard	118394	.00	3,199.42	3,199.42
4375 Russell, Seth	118395	.00	3,270.48	3,270.48
5321 Sepulveda, William Michael Anthony	118396	.00	2,199.16	2,199.16
4604 Short, Derek Clayton	118397	.00	2,838.83	2,838.83
6072 Smith, Stephen Wyatt	118398	.00	2,580.94	2,580.94
4882 Stebel, Maciej	118399	.00	2,678.43	2,678.43
5051 Strachan, Grace Louise	118400	.00	2,332.52	2,332.52
5051 Strachan, Grace Louise	118401	.00	250.00	250.00
5855 Tersteege, Zachariah John	118402	.00	4,250.84	4,250.84
5602 Thorne, Clinton Garrett	118403	.00	2,589.11	2,589.11
5703 Warren, Erik Anthony	118404	.00	2,053.52	2,053.52
4938 West, Mariah Cathleen	118405	.00	3,115.35	3,115.35
4376 Williams, Justin Hall	118406	.00	3,867.07	3,867.07
3516 Windsor, Adam R	118407	.00	2,865.35	2,865.35
4756 Freeman, Kevin RD	118408	.00	2,808.31	2,808.31
5296 Ferriera, Tylar	118409	.00	1,964.77	1,964.77
5099 Godecke, Rachel Renee	118410	.00	1,847.11	1,847.11
6023 Larsen, Samantha Rae	118411	.00	1,594.02	1,594.02
6018 Peterson, Cheyenne Nicole	118412	.00	1,217.08	1,217.08
5684 Sorrells, Jennifer Ann	118413	.00	2,359.58	2,359.58
6079 Dye, Tanner Ryan	118414	.00	2,434.04	2,434.04
5965 Easton, Kara Rae	118415	.00	3,791.74	3,791.74
5681 Mathes, Erin	118416	.00	1,791.54	1,791.54
5090 Carney, Marilyn	118417	.00	1,891.72	1,891.72
6089 Franz, Sarah Marie	118418	.00	1,654.42	1,654.42
5831 Shoemaker, Francesca Grace	118419	.00	1,529.36	1,529.36
5621 Walker, Courtni Lynn	118420	.00	2,007.90	2,007.90
5246 Weidner, Amy Colleen	118421	.00	1,674.25	1,674.25
3557 Wilfert, Kristin L	118422	.00	2,642.03	2,642.03
5807 Edwards, Rebecca	118423	.00	2,658.26	2,658.26
4603 Goelz, Sandra Delores	118424	.00	2,602.05	2,602.05
3346 Kabat, Lorraine	118425	.00	819.85	819.85
3257 Williams, Bobbie Ruth	118426	.00	4,985.44	4,985.44
5892 Eady, Janice	118427	.00	2,399.73	2,399.73
3682 Plante, Erin	118428	.00	2,740.35	2,740.35

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
1724 Seddon, John James	118429	.00	3,533.54	3,533.54
5187 Barnes, Jacqueline	118430	.00	753.57	753.57
5187 Barnes, Jacqueline	118431	.00	200.00	200.00
5187 Barnes, Jacqueline	118432	.00	700.00	700.00
4835 Wagoner, Leanne Christine	118433	.00	3,737.35	3,737.35
4916 Gonzales, Sallie Marie	118434	.00	2,104.11	2,104.11
1889 Myers, Kasey	118435	.00	3,098.82	3,098.82
4851 Thomas, Nicole Luwelle	118436	.00	3,409.49	3,409.49
5335				
5373 Aymami, David	118438	.00	675.39	675.39
3103 Carter, Trina	118439	.00	1,745.43	1,745.43
5318 Cooper, Timothy	118440	.00	331.55	331.55
5622 Gelato, John J	118441	.00	329.18	329.18
4197 Harding, William Joseph	118442	.00	693.12	693.12
4786 Kuehn, Thomas James	118443	.00	746.37	746.37
3570 LaMonica, George Anthony	118444	.00	968.40	968.40
3659 Lindsay, Eric D	118445	.00	2,862.30	2,862.30
3659 Lindsay, Eric D	118446	.00	100.00	100.00
5422 Marshall, Gary D	118447	.00	647.66	647.66
4407 Roberts, Erik	118448	.00	666.70	666.70
3282 Schemenauer, Jeffrey M	118449	.00	4,131.85	4,131.85
3592 Schramm, George Lawrence	118450	.00	2,130.56	2,130.56
3448 Vido, Leslie S	118451	.00	2,594.73	2,594.73
4563 Casper, Richard Barry	118452	.00	4,633.09	4,633.09
6051 Cazares, Angelika Natalie	118453	.00	1,785.86	1,785.86
4554 Davis, Tammy	118454	.00	2,919.69	2,919.69
4262 Frank, Juley Ann	118455	.00	2,091.34	2,091.34
4007 Gregory, Cynthea Anne	118456	.00	1,845.73	1,845.73
4007 Gregory, Cynthea Anne	118457	.00	2,800.00	2,800.00
5121 Hames, Alex Arthur	118458	.00	4,735.28	4,735.28
5414 Hellman, William Kent	118459	.00	3,048.01	3,048.01
3336				
4249 Levin, Erik Alexander	118461	.00	5,449.86	5,449.86
5344 Mazza, Chelsea	118462	.00	3,689.59	3,689.59
5955 Murphy, William	118463	.00	4,107.95	4,107.95
6006 Nelson, Kallie	118464	.00	2,982.96	2,982.96
4187 Putzer, Brian	118465	.00	3,540.27	3,540.27
4401 Ritchie, Douglas	118466	.00	4,594.88	4,594.88
4401 Ritchie, Douglas	118467	.00	135.00	135.00
5995 Romero, Michele Mary	118468	.00	1,517.16	1,517.16
5858 Sibley, James Blake	118469	.00	4,242.91	4,242.91
5825 Simmons, Shannon Noel	118470	.00	2,112.99	2,112.99
5284 Teter, Jessica Lynn	118471	.00	1,648.99	1,648.99
6073 Thompson, Kristina	118472	.00	1,819.81	1,819.81
5497 Towne, Bethany Ann	118473	.00	4,432.10	4,432.10
4521 Wadle, Zachary Jerome	118474	.00	4,196.95	4,196.95
4382 Williams, Lea Elise	118475	.00	1,998.02	1,998.02
4958 Cady, Kelly	118476	.00	3,141.34	3,141.34
3543 Hamer, Daniel Monroe	118477	.00	3,382.17	3,382.17
5698 Harris, Krysinthia J	118478	.00	2,097.47	2,097.47
3410 Hastings-Molyneux, Dominic I	118479	.00	3,507.37	3,507.37
4639 Jones, Jessica	118480	.00	2,428.46	2,428.46
5678 Mangiaracina, Sara Rene	118481	.00	2,104.20	2,104.20
6013 Meddles, Jessica Ashlynn	118482	.00	1,723.44	1,723.44
3363 Morris, Tamara	118483	.00	4,022.75	4,022.75
4151 Nicoll, Kenneth	118484	.00	2,797.38	2,797.38
5503 Orozco, Andres	118485	.00	2,125.40	2,125.40
6030 Andrews, Barrett Brynn George	118486	.00	2,429.40	2,429.40
5656 Arvizu, Julian	118487	.00	1,915.54	1,915.54

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6028 Bellamy, Mastor Xavier Lamont	118488	.00	3,429.27	3,429.27
5731 Bennettlease, Ibeth	118489	.00	598.37	598.37
5894 Blanhir Ramirez, Jessie	118490	.00	1,720.17	1,720.17
5690 Bryant, Trevor	118491	.00	2,154.50	2,154.50
4718 Camp, Allen	118492	.00	2,204.75	2,204.75
5833 Chavez, Ariel Michelle	118493	.00	1,732.42	1,732.42
5909 Cook, Mark	118494	.00	2,837.95	2,837.95
5609 Damiani, Chelsea	118495	.00	1,909.95	1,909.95
5609 Damiani, Chelsea	118496	.00	1,270.00	1,270.00
6046 Dickenson, Jesse James	118497	.00	2,131.26	2,131.26
6038 Drabant, Elizabeth Jean	118498	.00	2,339.53	2,339.53
5478 Garcia, Michelle Maria	118499	.00	2,196.99	2,196.99
4710 Grant Doney, Shawn R	118500	.00	2,456.92	2,456.92
5389 Grant, Teagan Ashley	118501	.00	3,443.92	3,443.92
4494 Heimark, Caitlin Yvonne	118502	.00	2,543.62	2,543.62
6039 Hennarty, Aimee Michele	118503	.00	2,137.98	2,137.98
6077 Hennarty, Daniel Robert	118504	.00	1,978.78	1,978.78
5982 Hillyer, Megan Alexandra	118505	.00	23.66	23.66
6014 Jackson, Justus Terrell	118506	.00	2,118.07	2,118.07
5857 Jenkins, Kevin Ryan	118507	.00	1,935.93	1,935.93
3502 Keith, Lesley Jeanette	118508	.00	3,468.73	3,468.73
5476 Klemm, Paul Jeffrey Lazatin	118509	.00	51.17	51.17
5998 Kovacs, Haley Ann	118510	.00	1,837.50	1,837.50
5969 Labit, Stephen M	118511	.00	23.65	23.65
5366 Leman, Sam John	118512	.00	1,960.90	1,960.90
6007 Maes, Cecilia Anita	118513	.00	1,650.15	1,650.15
5662 McClintock, Carol	118514	.00	1,781.18	1,781.18
5623 Meeks, Casey	118515	.00	1,948.44	1,948.44
6029 Miller, Daniel Hunt	118516	.00	1,903.95	1,903.95
4809 Ong, Jacqueline	118517	.00	3,105.89	3,105.89
5837 Ong, Maria-Veronica	118518	.00	2,223.58	2,223.58
5934 Parris, Zachary	118519	.00	1,977.87	1,977.87
5974 Shope, Edward G	118520	.00	2,227.50	2,227.50
5027 Simpson, Christopher Chad	118521	.00	2,350.68	2,350.68
4558 Smith, Cory A	118522	.00	2,963.58	2,963.58
1546 Smith, Nicolette Adelle	118523	.00	2,133.47	2,133.47
4169 Sullivan, Anthony Reamonh Zunino	118524	.00	3,129.44	3,129.44
4517 Talia, Cindy Marie	118525	.00	2,510.82	2,510.82
5155 Thornton, Daniel Howard	118526	.00	1,836.72	1,836.72
5443 Bandbaz, Zahra	118527	.00	1,949.78	1,949.78
5932 Conway, Brian Robert	118528	.00	300.58	300.58
5905 Davidson, Rain	118529	.00	1,563.66	1,563.66
3664 Deleon, Christian	118530	.00	4,469.35	4,469.35
6081 Feemster, Daniel Ryan	118531	.00	2,142.24	2,142.24
6086 Guzman, Monica Lee	118532	.00	1,838.55	1,838.55
6012 Johnson-Bonin, Breauna Kay	118533	.00	1,855.27	1,855.27
5670 Miller, Shane	118534	.00	1,938.01	1,938.01
3416 Peterson, James	118535	.00	2,421.95	2,421.95
6048 Reiss, Mark Richard	118536	.00	1,102.87	1,102.87
5842 Tom, Shaylyn Renee	118537	.00	1,951.38	1,951.38
3227 Zehren, Kristina	118538	.00	3,624.33	3,624.33
5861 Iannacchione, Nathanial David	118539	.00	1,953.64	1,953.64
5094 McAllister, Mike	118540	.00	3,746.23	3,746.23
5851 Garrison, Jenna Marcia	118541	.00	1,866.96	1,866.96
3032				
6031 Henley-Ballard, McKenzie Fay	118543	.00	1,597.94	1,597.94
4155 Huntington, Mindi Jo	118544	.00	2,384.58	2,384.58
6004 Lange, Jessica M	118545	.00	1,334.44	1,334.44
5581 Warren, Jolene Vonda	118546	.00	2,376.22	2,376.22

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5832 White, Kaitlyn R	118547	.00	1,835.33	1,835.33
6053 Cardenas Zuniga, Maricela	118548	.00	1,594.40	1,594.40
6021				
5149 Ledezma, Miguel Angel	118550	.00	2,064.62	2,064.62
4498 Moore, Sandra	118551	.00	2,116.60	2,116.60
3515 Doan, Yvette	118552	.00	3,650.88	3,650.88
3266 Lash, Diana	118553	.00	2,173.39	2,173.39
4628 Meddles, Jake	118554	.00	3,021.34	3,021.34
5587 Reshaw, Albert	118555	.00	1,970.82	1,970.82
4874 Roberts, David JR	118556	.00	2,814.35	2,814.35
5863 Vidovich, Danton Robert	118557	.00	814.75	814.75
4653 Erb, Jon	118558	.00	4,232.17	4,232.17
4778 Nordloh, Joshua	118559	.00	2,939.99	2,939.99
5844 Conroy, Jordyn	118560	.00	1,188.55	1,188.55
5844 Conroy, Jordyn	118561	.00	250.00	250.00
4332 Dallaire, Thomas	118562	.00	4,724.58	4,724.58
5938 Dreiske, Susan	118563	.00	1,726.23	1,726.23
5929 Hannah, Ashley	118564	.00	1,655.04	1,655.04
3494 Pawling, Andrea	118565	.00	3,403.07	3,403.07
5630 Ramirez, Betty	118566	.00	1,034.43	1,034.43
4762 Reno, Ann	118567	.00	1,271.45	1,271.45
6019 Davidson, Jeremy D	118568	.00	2,453.02	2,453.02
4392 Davis, Timothy	118569	.00	3,268.30	3,268.30
1159 Mccann, Jerry	118570	.00	2,351.98	2,351.98
5893 McQuain, Michael	118571	.00	2,092.22	2,092.22
4586 Nadler, Nicholas	118572	.00	2,121.74	2,121.74
5686 Simko, George Bradley	118573	.00	2,293.40	2,293.40
5319 Spates, Rebecca Marie	118574	.00	2,180.88	2,180.88
4283 Doherty, Linda	118575	.00	2,230.82	2,230.82
5817 Moroles ONeil, Kathryn	118576	.00	3,110.90	3,110.90
3452 Rao, Lucille	118577	.00	2,275.81	2,275.81
4838 Thran Zepeda, Coleen	118578	.00	2,032.77	2,032.77
3014 Broersma, Eric	118579	.00	2,249.27	2,249.27
5912 Cowin, John	118580	.00	2,236.87	2,236.87
5471 Hutchings, Jeremy Jon	118581	.00	3,442.45	3,442.45
3702 Morelli, Natalia	118582	.00	2,862.01	2,862.01
6036 Pettersen, Paul Quist	118583	.00	2,006.78	2,006.78
1817 Resnik, Barbra	118584	.00	3,541.63	3,541.63
4393 Stevens, Leanna Claire	118585	.00	2,377.76	2,377.76
5711 Etchegoyhen, Mary	118586	.00	1,718.93	1,718.93
6032 Felten, Michael C	118587	.00	2,601.80	2,601.80
5654 Harwood, Bonnie Deann	118588	.00	2,716.65	2,716.65
5847 Hay, Katie Lynn	118589	.00	1,753.72	1,753.72
5891 Jacobson-Gentry, Julie	118590	.00	2,207.11	2,207.11
5615 Moroles-ONeil, Rachel	118591	.00	2,172.13	2,172.13
5808 Strehlow, Ernie Kenneth	118592	.00	3,534.79	3,534.79
5353 Hubbard, Nicole Renee	118593	.00	2,430.80	2,430.80
3476 Leeper, Veronica Irmgard	118594	.00	2,238.29	2,238.29
5978 Peterson-Burrier, Lisa Ann	118595	.00	1,787.36	1,787.36
4627 Ritger, Philip	118596	.00	4,640.32	4,640.32
5347 Robillard, Richard	118597	.00	4,185.76	4,185.76
5347 Robillard, Richard	118598	.00	100.00	100.00
5933 Sponcey, Sheryl	118599	.00	1,732.79	1,732.79
5933 Sponcey, Sheryl	118600	.00	250.00	250.00
6078 Williams, Dawn Darice	118601	.00	2,012.76	2,012.76
6034 Blanchette, Riley Adam	118602	.00	1,635.31	1,635.31
5988 Cottrill, Timothy Vernon	118603	.00	2,155.53	2,155.53
5085 DuBlanc, Brian	118604	.00	2,088.29	2,088.29
5387 Eichhorst, Wyatt	118605	.00	2,321.68	2,321.68

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5107 Hunter, Danny D-Jay	118606	.00	2,133.40	2,133.40
5865 Kunich, Kevin Michael	118607	.00	1,475.43	1,475.43
5953 MacDonnell, Jeffrey T	118608	.00	3,676.91	3,676.91
5131 McCulloch, Carl	118609	.00	2,986.01	2,986.01
4223 Porcari, Brian	118610	.00	2,390.90	2,390.90
4223 Porcari, Brian	118611	.00	400.00	400.00
5103 Wolff, Richard Peter	118612	.00	2,574.44	2,574.44
5487 Bengoechea, Levi	118613	.00	1,931.26	1,931.26
3202 Davies, Michael	118614	.00	38.21	38.21
3614 Manzano, Victor Gerard	118615	.00	2,671.56	2,671.56
5158 McGoldrick, James	118616	.00	1,829.58	1,829.58
5805 Thomas, Hunter Phillip	118617	.00	1,789.42	1,789.42
3504 Weferling, Duane Robert	118618	.00	2,656.20	2,656.20
5732 Donat, Nicholas	118619	.00	2,129.10	2,129.10
5722 Gonsalves, Anthony David	118620	.00	2,349.99	2,349.99
5996 Johnson, Adrian Keith	118621	.00	2,961.53	2,961.53
4065 Kinser, Auston G	118622	.00	3,355.08	3,355.08
5734 Kinser, Justin Glen	118623	.00	2,050.04	2,050.04
5964 Kolda, Ryan A	118624	.00	2,385.59	2,385.59
5450 Laird, Pablo Arthur	118625	.00	2,165.06	2,165.06
3441 Melandow, Gregory W	118626	.00	4,326.72	4,326.72
5611 Michalak, Jeffery	118627	.00	2,400.91	2,400.91
5906 Schmidt, Brian	118628	.00	1,812.74	1,812.74
5733 Smallen, Aaron M	118629	.00	2,556.58	2,556.58
4127 Taflin, Thomas A	118630	.00	3,080.11	3,080.11
5657 White, Thomas Paul	118631	.00	2,892.57	2,892.57
4509 Charles, Nicholas	118632	.00	3,320.92	3,320.92
5728 Larrance, Christine Anna-Marie	118633	.00	1,965.55	1,965.55
5659 Smith, Nathaniel David	118634	.00	2,853.76	2,853.76
5035 Aalgaard, Erik	118635	.00	2,078.52	2,078.52
5993 Fogerson, Anjanette Bywater	118636	.00	2,537.47	2,537.47
5836 Johnson, Sarah Beth	118637	.00	2,654.13	2,654.13
4083 Ludden-Fisher, Leslee	118638	.00	4,523.34	4,523.34
4765 Martinez, Jodi	118639	.00	3,016.71	3,016.71
5911 Stage, Karen	118640	.00	1,369.97	1,369.97
5940 Torres, Lisa Marie	118641	.00	2,233.88	2,233.88
5001 Aschenbach, Noemi	118642	.00	3,305.54	3,305.54
5166 Baumann, Tamara	118643	.00	3,141.11	3,141.11
5166 Baumann, Tamara	118644	.00	1,000.00	1,000.00
5368 Herrera-Alem, Karina	118645	.00	1,303.08	1,303.08
5803 Phillips, Juliene	118646	.00	1,595.63	1,595.63
5010 Rasner, Rachael	118647	.00	3,619.07	3,619.07
5716 Cusack, Kristin	118648	.00	2,135.35	2,135.35
5716 Cusack, Kristin	118649	.00	400.00	400.00
5818 Davis, Carolyn	118650	.00	1,883.49	1,883.49
5658 Rich, Christina	118651	.00	1,353.52	1,353.52
5186 Schenzel, Lisa Ann	118652	.00	1,358.14	1,358.14
4875 Macdonnell, Heather	118653	.00	2,199.71	2,199.71
4875 Macdonnell, Heather	118654	.00	1,000.00	1,000.00
6085 Riesner, Anke S	118655	.00	1,591.65	1,591.65
6100 Adamson, Blayney Elizabeth	118656	.00	929.12	929.12
5612 Aggarwal, Ankur	118657	.00	1,764.11	1,764.11
5852 Baylis, Mark	118658	.00	2,476.61	2,476.61
5736 Brewer, Brianna	118659	.00	2,541.50	2,541.50
6016 Chavez, Amy Renee	118660	.00	1,821.27	1,821.27
5992 Deen, Alexandra Elizabeth	118661	.00	1,744.27	1,744.27
5943 Finster, Brent Edwin	118662	.00	3,405.84	3,405.84
3229 Gochenouer, Debra	118663	.00	2,934.81	2,934.81
6099 Guajardo, Tara Cecilia	118664	.00	1,016.25	1,016.25

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Pay Date Range 04/13/24 - 04/26/24

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5939 Hagenbach, Cassidy	118665	.00	1,955.30	1,955.30
4862 Hall, Kaitlyn Cassandra Rose	118666	.00	2,688.93	2,688.93
5999 Hanson, Megan Lee	118667	.00	1,821.86	1,821.86
3522 Mccandless, Nonie	118668	.00	3,495.76	3,495.76
6080 Salas, Julia Marie	118669	.00	1,285.66	1,285.66
4749 Seeley, Edward Norman	118670	.00	3,009.66	3,009.66
6082 Snight, Laurel Jeanne	118671	.00	1,219.86	1,219.86
6082 Snight, Laurel Jeanne	118672	.00	135.54	135.54
5903 Victor, Aubrey Louise	118673	.00	1,584.49	1,584.49
3230 Woods, Cirra Alaire	118674	.00	3,097.55	3,097.55
5727 Anderson, Melinda	118675	.00	1,209.82	1,209.82
3549 Begovich, Jacqueline	118676	.00	2,273.80	2,273.80
5485 Broumley, Cheryl	118677	.00	1,574.89	1,574.89
5674 Buma At, Ve	118678	.00	1,302.51	1,302.51
5048 Calabrese, Jennifer	118679	.00	1,951.73	1,951.73
5048 Calabrese, Jennifer	118680	.00	375.00	375.00
5135 Colley, Kathleen	118681	.00	94.94	94.94
4650 Cunningham, Kimbrely Ann	118682	.00	1,276.73	1,276.73
4825 Diedrichsen, John	118683	.00	1,451.48	1,451.48
4856 Grimes, Tanya Jean	118684	.00	1,748.71	1,748.71
3341 Gurule, Patricia A	118685	.00	2,173.14	2,173.14
4424 Kozerski, Russell Roman	118686	.00	1,855.53	1,855.53
6088 Losey, Hayden Brooke	118687	.00	1,344.56	1,344.56
6050 Messick, Jocelyn Ann	118688	.00	263.79	263.79
5115 Nkala, Bethwell	118689	.00	2,313.55	2,313.55
4931 Perez, Irma	118690	.00	1,706.94	1,706.94
4681 Peterson, Richard	118691	.00	2,027.26	2,027.26
1676 Reid, Amanda	118692	.00	2,673.14	2,673.14
5492 Sickler, Andrew E	118693	.00	1,238.01	1,238.01
3369 Skaggs, Linda Joyce	118694	.00	2,660.12	2,660.12
5108 Spotts, Susan Ruth	118695	.00	1,712.88	1,712.88
6037 Stulik, Steven Charles	118696	.00	1,061.74	1,061.74
4933 Thomas, Diana R	118697	.00	2,001.46	2,001.46
5381 Walker, Michael John	118698	.00	1,916.25	1,916.25
6001 Warner, Thomas J	118699	.00	2,514.49	2,514.49
5287 Wilkinson, Victoria Laverne	118700	.00	1,211.44	1,211.44
5896 Al Hebshi, Yasmeen Lea Traxler	118701	.00	2,539.53	2,539.53
5720 Bells, Vanna	118702	.00	2,392.56	2,392.56
3271 Davis, Luise	118703	.00	2,933.04	2,933.04
5813 DeGhelder, Timothy	118704	.00	4,337.04	4,337.04
5663 Gonzalez, Irene Danielle	118705	.00	1,827.30	1,827.30
5060 Hallam, Veronica Lyn	118706	.00	2,753.15	2,753.15
5712 Holle, Jessica Marie	118707	.00	1,233.99	1,233.99
6003 Kaleel, Theodore Dean	118708	.00	2,059.62	2,059.62
5972 Magnante, Willow Nicole	118709	.00	1,524.92	1,524.92
5634 McAfee, Corona Shea	118710	.00	422.53	422.53
6027 Saldana, Angela	118711	.00	161.76	161.76
5714 Sanders, Benjamin Thomas	118712	.00	1,862.38	1,862.38
5273 Soleta, Rachel Velda	118713	.00	1,849.72	1,849.72
5464 Treinen, Laura Suzanne	118714	.00	2,985.30	2,985.30
5132 Weber, Kathleen Alexandra	118715	.00	1,709.02	1,709.02
5448 Williams, Kaleigh Maureen	118716	.00	1,660.54	1,660.54
5171 Wilson, Laurence Edward	118717	.00	2,625.98	2,625.98
6026 York, Ashleigh Elizabeth	118718	.00	439.06	439.06
5140 Canales, Jonathan	118719	.00	2,370.69	2,370.69
5667 Harding, Scott R	118720	.00	1,868.10	1,868.10
4063 Harrison, Jerry	118721	.00	2,561.30	2,561.30
5067 Heldman, John Robert	118722	.00	2,910.00	2,910.00
5053 Kannan, Christopher William	118723	.00	1,905.08	1,905.08

Payment Batch Register

Pay Date Range 04/13/24 - 04/26/24

Pay Batch 05/03/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6000 Pegram, Harvey Gilbert	118724	.00	1,616.56	1,616.56
5627 Polkow, Brian	118725	.00	2,083.11	2,083.11
5973 Poppenga II, Dean Edward	118726	.00	1,562.21	1,562.21
4453 Regalado, Jorge	118727	.00	2,178.88	2,178.88
4103 Stanton, Ryan Lee	118728	.00	3,005.74	3,005.74
4502 Vazquez, Miguel	118729	.00	2,421.94	2,421.94
5066 Everett, Dennis Edward	118730	.00	1,244.82	1,244.82
6091 Mantel, Larry David	118731	.00	1,044.34	1,044.34
5665 Adie, Brook	118732	.00	4,451.20	4,451.20
6017 Bishop, Brant Gregory	118733	.00	2,419.96	2,419.96
5092 Bonar, Geoffrey	118734	.00	3,016.80	3,016.80
4722 Doerr, Scott	118735	.00	2,479.39	2,479.39
4651 Drees-Wasmer, Georgianna	118736	.00	2,488.49	2,488.49
5114 Hubbard, Dennis D.	118737	.00	2,441.14	2,441.14
4935 Logan, Cody Matthew	118738	.00	2,005.07	2,005.07
5482 Ogles, Clayton	118739	.00	1,107.79	1,107.79
5314 Barrie, Marcia	118740	.00	162.06	162.06
6090 Christopher, Corinne Marie	118741	.00	146.20	146.20
4468 Garrison, Karen L	118742	.00	1,205.01	1,205.01
4468 Garrison, Karen L	118743	.00	100.00	100.00
5899 Goin Thomas, Trumona	118744	.00	402.98	402.98
5816 Johnson, Hannah Mabel	118745	.00	120.40	120.40
5936 Kelly, Terri Michelle	118746	.00	801.28	801.28
6035 Moreno, Adriana Renae	118747	.00	202.07	202.07
5976 Schuler, Melissa Lynn	118748	.00	1,011.05	1,011.05
5824 Strand, Megan Leigh	118749	.00	51.35	51.35
6024 Torres, Joshua Tyler	118750	.00	529.18	529.18
3244 Ward, Anne Marie	118751	.00	1,455.95	1,455.95
4964 Beberg, Cynthia	118752	.00	2,077.95	2,077.95
5596 Castellanos-Rose, Emma	118753	.00	1,749.88	1,749.88
5613 Cook, Susan	118754	.00	1,450.36	1,450.36
4644 Delallo, Joseph	118755	.00	1,767.42	1,767.42
5416 Lee, Elisa Diane	118756	.00	1,606.41	1,606.41
6093 Loyola Gonzalez, Bianca Itzel	118757	.00	645.06	645.06
4648 Martineau, Kathryn	118758	.00	378.60	378.60
5856 Ong, Marlo	118759	.00	1,212.28	1,212.28
4636 Pekar, Elliot	118760	.00	1,752.44	1,752.44
5672 Romero-Gudino, Kevin	118761	.00	1,372.44	1,372.44
5672 Romero-Gudino, Kevin	118762	.00	2.00	2.00
4337 Summers, Kay Annette	118763	.00	2,035.99	2,035.99
6076 Swanson, Charles Alan	118764	.00	711.17	711.17
6092 Toro, Karla Simone	118765	.00	689.25	689.25
5469 Bring, Glen	118766	.00	1,902.36	1,902.36
5713 Lonnegren, Nicholas Edward	118767	.00	2,360.69	2,360.69
5915 Lowry, Karen	118768	.00	1,300.39	1,300.39
5850 McGee, Lisa	118769	.00	1,413.26	1,413.26
5606 Perez, Christina	118770	.00	1,451.60	1,451.60
4960 Robertson, Staci	118771	.00	1,723.98	1,723.98
5312 Thomas, Anna Pauline	118772	.00	1,265.38	1,265.38
3309 Yaworski, Jessica Leah	118773	.00	1,125.02	1,125.02
5104 Cline, Cole	118774	.00	2,072.81	2,072.81
5918 Harrison, Russell	118775	.00	1,275.77	1,275.77
5687 Martin, Joshua Roy	118776	.00	2,049.67	2,049.67
5260 Murray, Timothy	118777	.00	1,361.93	1,361.93
5588 ODonnell, Sandra	118778	.00	1,459.86	1,459.86
5709 Paterson-Lewis, Heather	118779	.00	1,038.32	1,038.32
5942 Ravenelle, Sarah Rose	118780	.00	1,247.54	1,247.54
5631 Unruh, Laura Anne	118781	.00	1,831.80	1,831.80
5688 Woods, Lisa Mary	118782	.00	1,259.84	1,259.84

Payment Batch Register

Pay Date Range 04/13/24 - 04/26/24

Pay Batch 05/03/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6098 Wright, Colleen Lorraine	118783	.00	200.01	200.01
5362 Lyons, Bradley Allen	118784	.00	1,724.15	1,724.15
5985 Parra, Rafael Jessee	118785	.00	1,770.86	1,770.86
5356 Samansky, Jason Travis	118786	.00	2,512.49	2,512.49
4863 Walker, Courtney Lynn	118787	.00	3,148.79	3,148.79
5626 Werley, Cody Steven	118788	.00	1,826.95	1,826.95
4326 Begovich, Jeff	118789	.00	3,231.60	3,231.60
5355 Calora, Marilyn	118790	.00	1,355.29	1,355.29
5292 Fisher, Christopher	118791	.00	1,861.23	1,861.23
5830 Godecke, Andrew Robert	118792	.00	1,622.73	1,622.73
5332 Hawes, Austin Richard	118793	.00	1,768.88	1,768.88
5059 Norkunas, Daniel	118794	.00	1,763.93	1,763.93
5054 Smith, Rebecca Holly	118795	.00	1,833.66	1,833.66
6043 Aguilar, Carlos Joseph	118796	.00	735.06	735.06
4754 Brown, Alex	118797	.00	2,532.26	2,532.26
5017 Brown, Michelle	118798	.00	2,527.97	2,527.97
5016 Cady, Jeffrey	118799	.00	3,412.06	3,412.06
5320 Camara, Robert	118800	.00	165.79	165.79
4949 Cruz-Alvarez, Saul	118801	.00	1,757.45	1,757.45
5616 Daniels, Anthony	118802	.00	1,916.17	1,916.17
4864 Frisby, John D	118803	.00	4,984.16	4,984.16
6044 Glassburn, Christopher Mickeal	118804	.00	3,249.78	3,249.78
4364 Hamer, Rachel Lea	118805	.00	2,372.24	2,372.24
4445 Kistler, Daniel John	118806	.00	2,233.61	2,233.61
4191 Martin, Jody	118807	.00	2,133.46	2,133.46
6040 McAdoo, Kevin Thomas	118808	.00	2,851.11	2,851.11
5859 Melandow, Meggan Elizabeth	118809	.00	1,477.53	1,477.53
4800 Parke, Jason	118810	.00	2,495.14	2,495.14
6041 Roberts, Drew Edwin	118811	.00	1,784.03	1,784.03
4577 Schurke, Marcie Linn	118812	.00	2,655.18	2,655.18
4872 Sitterley, Freddy	118813	.00	1,911.42	1,911.42
6049 Whalen, Danielle Maria	118814	.00	1,603.91	1,603.91
6095 Kamin, Micah A.	118815	.00	657.82	657.82
4637 Lacost, Geoffrey Alan	118816	.00	3,684.93	3,684.93
3164 Louthan, Carol Ann	118817	.00	3,417.12	3,417.12
5620 Matus, Eric	118818	.00	3,028.50	3,028.50
5806 McRae, Kurt	118819	.00	1,863.12	1,863.12
5839 Mlnarik, Wayne	118820	.00	1,752.36	1,752.36
4021 Nicholson, Marie	118821	.00	2,100.13	2,100.13
4508 Nilssen, Erik	118822	.00	4,455.38	4,455.38
6096 Shaw, Justin Leroy	118823	.00	832.35	832.35
5945 Cassinos, William Nicholas	118824	.00	1,785.30	1,785.30
5970 Eissel, Aron Alec	118825	.00	1,651.76	1,651.76
5908 Wittler, Brent James	118826	.00	1,501.83	1,501.83
6025 Zepeda, Luis Gonsalez	118827	.00	1,581.43	1,581.43
5276 Brunz, Emily	118828	.00	2,340.38	2,340.38
4357 Roberts, Monique	118829	.00	284.71	284.71
4808 Kyeremeh, Ignatius Kofi	749410	2,490.11	.00	2,490.11
5931 Tovar, Jessica	749411	1,356.46	.00	1,356.46
3569 Budden, Sherman	749412	760.01	.00	760.01
5018 Sousa, Ricci Gordon	749413	275.42	.00	275.42
5987 Blanhir de Bacio, Maria Guadalupe	749414	262.77	.00	262.77
5977 Smith, Debbie Anne	749415	404.40	.00	404.40
5957 Campos, Izabela Rubi	749416	323.59	.00	323.59
6042 Dempsey, Ender Jack	749417	355.25	.00	355.25
4043 Tucker, Yolanda Cecelia	749418	876.22	.00	876.22
5352 Albert, Steven	749419	1,325.68	.00	1,325.68

Payment Batch Register

Pay Date Range 04/13/24 - 04/26/24

Pay Batch 05/03/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6097 Wilders, Shawn R	749420	877.35	.00	877.35
	Grand Totals	$9,307.26	$1,429,395.00	$1,438,702.26
	Total Checks 11			
	Total Direct Deposits 637			

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $2,488,760.94 FOR CHECKS #749561-749772 AND EFTS #118878-118939, ALL DATED 05-10-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.05.31 14:54:06 -07'00'
ASSISTANT TREASURER

Douglas County
05/10/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/10/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America					
Check	05/10/2024	749561 Accounts Payable	Ace Hardware		381.97
Check	05/10/2024	749562 Accounts Payable	Alhambra		54.95
Check	05/10/2024	749563 Accounts Payable	Alsco Inc		64.07
Check	05/10/2024	749564 Accounts Payable	Alsco Inc		459.68
Check	05/10/2024	749565 Accounts Payable	AmeriGas		54.53
Check	05/10/2024	749566 Accounts Payable	Armac Construction LLC		5,172.80
Check	05/10/2024	749567 Accounts Payable	Armstrong Consultants Inc		6,799.00
Check	05/10/2024	749568 Accounts Payable	Ascent Environmental Inc		5,809.50
Check	05/10/2024	749569 Accounts Payable	AT&T		222.24
Check	05/10/2024	749570 Accounts Payable	AT&T		3,940.05
Check	05/10/2024	749571 Accounts Payable	AT&T		535.26
Check	05/10/2024	749572 Accounts Payable	AT&T		70.40
Check	05/10/2024	749573 Accounts Payable	AT&T		5.14
Check	05/10/2024	749574 Accounts Payable	AT&T Mobility National Accounts LLC		168.96
Check	05/10/2024	749575 Accounts Payable	AT&T Mobility National Accounts LLC		1,626.20
Check	05/10/2024	749576 Accounts Payable	Begovich , Christi		200.00
Check	05/10/2024	749577 Accounts Payable	Bently Ranch		2,123.50
Check	05/10/2024	749578 Accounts Payable	Biddle Consulting Group Inc		542.00
Check	05/10/2024	749579 Accounts Payable	Big Tex Trailer World Inc		14,182.75
Check	05/10/2024	749580 Accounts Payable	BlackPoint LLC		34,015.12
Check	05/10/2024	749581 Accounts Payable	Blue Owl Pest Control		130.00
Check	05/10/2024	749582 Accounts Payable	Brady Industries LLC		8.37
Check	05/10/2024	749583 Accounts Payable	Brunz , Emily		94.23
Check	05/10/2024	749584 Accounts Payable	Buffo's Refrigeration		152.91
Check	05/10/2024	749585 Accounts Payable	Carson City Health & Human Services		400.00
Check	05/10/2024	749586 Accounts Payable	Carson City Public Works		73,272.90
Check	05/10/2024	749587 Accounts Payable	Carson City Towing Inc		1,025.06
Check	05/10/2024	749588 Accounts Payable	Carson Pump		15,062.00
Check	05/10/2024	749589 Accounts Payable	Carson Valley Health		150.00
Check	05/10/2024	749590 Accounts Payable	Carson Valley Inn		2,908.80
Check	05/10/2024	749591 Accounts Payable	Carson Water Subconservancy District		7,183.05
Check	05/10/2024	749592 Accounts Payable	Carter Hill Homes LLC		1,300.00
Check	05/10/2024	749593 Accounts Payable	Cave Rock General Improvement District		695.11
Check	05/10/2024	749594 Accounts Payable	Charter Communications Operating LLC		139.98

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/10/2024	749595 Accounts Payable	Clarity Counseling Services		2,687.50
Check	05/10/2024	749596 Accounts Payable	Construction Sealants & Supply		125.77
Check	05/10/2024	749597 Accounts Payable	Costco-Juvenile		173.38
Check	05/10/2024	749598 Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges , Dan		260.00
Check	05/10/2024	749599 Accounts Payable	Crestmore Village Apt., LLC		800.00
Check	05/10/2024	749600 Accounts Payable	Crestmore Village Apt., LLC		1,139.00
Check	05/10/2024	749601 Accounts Payable	Crosspoint Ministries		400.00
Check	05/10/2024	749602 Accounts Payable	Davis , Bryan B		550.00
Check	05/10/2024	749603 Accounts Payable	Desert Hills Fire & Security Systems Inc (ACH)		565.00
Check	05/10/2024	749604 Accounts Payable	Desert Star Landscaping		6,800.00
Check	05/10/2024	749605 Accounts Payable	Directv Inc		361.47
Check	05/10/2024	749606 Accounts Payable	Douglas County Mosquito District		5,531.88
Check	05/10/2024	749607 Accounts Payable	Douglas County School District		34,532.81
Check	05/10/2024	749608 Accounts Payable	Douglas County School District		3,199.49
Check	05/10/2024	749609 Accounts Payable	Douglas County School District		3,893.15
Check	05/10/2024	749610 Accounts Payable	Douglas County School District		3,477.20
Check	05/10/2024	749611 Accounts Payable	Douglas County School District		57,024.00
Check	05/10/2024	749612 Accounts Payable	Douglas County School District		38,467.82
Check	05/10/2024	749613 Accounts Payable	Douglas Disposal Inc		11,045.61
Check	05/10/2024	749614 Accounts Payable	Douglas High School		500.00
Check	05/10/2024	749615 Accounts Payable	Driscoll , Bill		500.00
Check	05/10/2024	749616 Accounts Payable	East Fork Swimming Pool District		30,967.07
Check	05/10/2024	749617 Accounts Payable	Eggen , Loren		300.00
Check	05/10/2024	749618 Accounts Payable	Elk Point Sanitation		17.07
Check	05/10/2024	749619 Accounts Payable	Fastenal Industrial		11.91
Check	05/10/2024	749620 Accounts Payable	Federal Express		7.32
Check	05/10/2024	749621 Accounts Payable	Fire Service Center		695.00
Check	05/10/2024	749622 Accounts Payable	First Interstate Bank		166.06
Check	05/10/2024	749623 Accounts Payable	Flyers Energy LLC		11,456.58
Check	05/10/2024	749624 Accounts Payable	Frontier		675.18
Check	05/10/2024	749625 Accounts Payable	Frontier		675.18
Check	05/10/2024	749626 Accounts Payable	Frontier		45.27
Check	05/10/2024	749627 Accounts Payable	Frontier		57.11
Check	05/10/2024	749628 Accounts Payable	Frontier		18,328.72

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/10/2024	749629 Accounts Payable	Frontier Comm of Southwest (NV)		2,168.26
Check	05/10/2024	749630 Accounts Payable	Game Time		4,603.04
Check	05/10/2024	749631 Accounts Payable	Gardnerville Ranchos GID		10,175.90
Check	05/10/2024	749632 Accounts Payable	Gardnerville Town Of		625.17
Check	05/10/2024	749633 Accounts Payable	Genoa Trees & Landscape Materials Inc		585.00
Check	05/10/2024	749634 Accounts Payable	Golub , Debbie Duran		201.50
Check	05/10/2024	749635 Accounts Payable	Gonzalez , Delia		1,000.00
Check	05/10/2024	749636 Accounts Payable	Good Source Solutions Inc		462.54
Check	05/10/2024	749637 Accounts Payable	Group West Construction Inc		5,360.06
Check	05/10/2024	749638 Accounts Payable	Gulis , Cynthia		16.67
Check	05/10/2024	749639 Accounts Payable	Hall , Kaitlyn		58.55
Check	05/10/2024	749640 Accounts Payable	Hallam - Petty Cash , Veronica		13.70
Check	05/10/2024	749641 Accounts Payable	Hartman , Jill		1,095.25
Check	05/10/2024	749642 Accounts Payable	Higuera , Lloyd W		550.00
Check	05/10/2024	749643 Accounts Payable	Hoffman , Julie		300.00
Check	05/10/2024	749644 Accounts Payable	Home Depot - 6978		474.04
Check	05/10/2024	749645 Accounts Payable	Howell's Lock and Safe		189.50
Check	05/10/2024	749646 Accounts Payable	Hunt Propane Inc		57.75
Check	05/10/2024	749647 Accounts Payable	Hydraulic Industrial Services Inc		358.17
Check	05/10/2024	749648 Accounts Payable	ICEGEN		43.60
Check	05/10/2024	749649 Accounts Payable	Indian Hills GID		40,557.90
Check	05/10/2024	749650 Accounts Payable	Indian Hills GID		13,563.42
Check	05/10/2024	749651 Accounts Payable	Jenderseck , Jerilynn		1,680.39
Check	05/10/2024	749652 Accounts Payable	Jones , Sharie L		425.75
Check	05/10/2024	749653 Accounts Payable	JW Welding Supply		20.85
Check	05/10/2024	749654 Accounts Payable	Keefe Supply Company		339.50
Check	05/10/2024	749655 Accounts Payable	Kids Fishing Derby		100.00
Check	05/10/2024	749656 Accounts Payable	Kimley-Horn & Associates Inc		3,094.50
Check	05/10/2024	749657 Accounts Payable	Kingsbury GID		16,171.61
Check	05/10/2024	749658 Accounts Payable	Lakeridge General Improvement District		1,307.62
Check	05/10/2024	749659 Accounts Payable	Lakeside Glass Inc		945.36
Check	05/10/2024	749660 Accounts Payable	Law Offices of Morales, Fierro & Reeves		12,555.00
Check	05/10/2024	749661 Accounts Payable	Leinassar , Marianne or Scott		30.68
Check	05/10/2024	749662 Accounts Payable	Linde Gas & Equipment Inc		792.95
Check	05/10/2024	749663 Accounts Payable	Long , Christina E		367.25

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/10/2024	749664	Accounts Payable	Lopez , Kevin		29.69
Check	05/10/2024	749665	Accounts Payable	LoPresto , Tessa		84.50
Check	05/10/2024	749666	Accounts Payable	Manglinong , Christina L		169.65
Check	05/10/2024	749667	Accounts Payable	Marina Marketplace LLC		58.69
Check	05/10/2024	749668	Accounts Payable	McKesson Medical Surgical Inc		3,488.89
Check	05/10/2024	749669	Accounts Payable	Mellberg , Kenneth or Robin		7.75
Check	05/10/2024	749670	Accounts Payable	Miller , MacKenzie		368.00
Check	05/10/2024	749671	Accounts Payable	Miller's Jackets		1,000.00
Check	05/10/2024	749672	Accounts Payable	Minden Town of		4,077.55
Check	05/10/2024	749673	Accounts Payable	Minden-Gardnerville Sanitation District		4,243.59
Check	05/10/2024	749674	Accounts Payable	National Business Furniture		5,466.00
Check	05/10/2024	749675	Accounts Payable	NCSI		2,470.00
Check	05/10/2024	749676	Accounts Payable	Nevada News Group		957.39
Check	05/10/2024	749677	Accounts Payable	Nevada News Group		1,192.08
Check	05/10/2024	749678	Accounts Payable	Nevada News Group		420.00
Check	05/10/2024	749679	Accounts Payable	Nevada News Group		340.00
Check	05/10/2024	749680	Accounts Payable	Nevada News Group		811.14
Check	05/10/2024	749681	Accounts Payable	Nevada News Group		3,444.51
Check	05/10/2024	749682	Accounts Payable	Nevada News Group		780.88
Check	05/10/2024	749683	Accounts Payable	Nevada Organization of Building Officials Inc		150.00
Check	05/10/2024	749684	Accounts Payable	Newman Signs Inc		467.55
Check	05/10/2024	749685	Accounts Payable	NTJ Limited LLC		371.17
Check	05/10/2024	749686	Accounts Payable	Nutrien AG Solutions Inc		44,593.80
Check	05/10/2024	749687	Accounts Payable	NV Energy		1,317.19
Check	05/10/2024	749688	Accounts Payable	NV Energy		522.29
Check	05/10/2024	749689	Accounts Payable	NV Energy		6,645.22
Check	05/10/2024	749690	Accounts Payable	NV Energy		647.15
Check	05/10/2024	749691	Accounts Payable	NV Energy		26,569.35
Check	05/10/2024	749692	Accounts Payable	NV Energy		864.51
Check	05/10/2024	749693	Accounts Payable	NV Energy		514.55
Check	05/10/2024	749694	Accounts Payable	NV State Department of Public Safety		926.50
Check	05/10/2024	749695	Accounts Payable	NV State Office of Attorney General		205.34
Check	05/10/2024	749696	Accounts Payable	NV State Office of Attorney General		338.55
Check	05/10/2024	749697	Accounts Payable	NV State Public Employees Retirement System		1,152,693.44

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/10/2024	749698 Accounts Payable	O'Reilly Auto Parts		2,202.22
Check	05/10/2024	749699 Accounts Payable	ODP Business Solutions LLC		97.28
Check	05/10/2024	749700 Accounts Payable	Oliver Park General Improvement District		3,482.60
Check	05/10/2024	749701 Accounts Payable	Optima Advertising		1,126.38
Check	05/10/2024	749702 Accounts Payable	Outreach Smartphone Monitoring LLC (ACH)		380.00
Check	05/10/2024	749703 Accounts Payable	Partnership Douglas County Inc		1,640.83
Check	05/10/2024	749704 Accounts Payable	Parts House		291.16
Check	05/10/2024	749705 Accounts Payable	Poole , Rebecca		500.00
Check	05/10/2024	749706 Accounts Payable	Precision Document Imaging		607.80
Check	05/10/2024	749707 Accounts Payable	Prime Buy		3,271.20
Check	05/10/2024	749708 Accounts Payable	ProtoKleen Inc		595.00
Check	05/10/2024	749709 Accounts Payable	Qual-Econ USA		21,514.60
Check	05/10/2024	749710 Accounts Payable	Red Barn Car Wash		77.00
Check	05/10/2024	749711 Accounts Payable	Reid - Petty Cash , Amanda		150.00
Check	05/10/2024	749712 Accounts Payable	River Wranglers		1,003.59
Check	05/10/2024	749713 Accounts Payable	Rock Solid USA		6.53
Check	05/10/2024	749714 Accounts Payable	Romero Ten/Com		9.45
Check	05/10/2024	749715 Accounts Payable	Roney , Terry		275.00
Check	05/10/2024	749716 Accounts Payable	Rood , Neil E		3,200.00
Check	05/10/2024	749717 Accounts Payable	Round Hill General Improvement District		6,585.08
Check	05/10/2024	749718 Accounts Payable	Salt Lake Wholesale Sports		3,490.00
Check	05/10/2024	749719 Accounts Payable	Sani-Hut Company Inc		435.00
Check	05/10/2024	749720 Accounts Payable	Schille , Patricia		52.93
Check	05/10/2024	749721 Accounts Payable	Schilling , Gretchen		10.82
Check	05/10/2024	749722 Accounts Payable	Senior , George or Bonnie		408.41
Check	05/10/2024	749723 Accounts Payable	SHI International Corp		24,986.00
Check	05/10/2024	749724 Accounts Payable	Sierra Estates General Improvement District		100.50
Check	05/10/2024	749725 Accounts Payable	Sierra Nevada Construction Inc		19,220.88
Check	05/10/2024	749726 Accounts Payable	Silver State Analytical Laboratories Inc		171.00
Check	05/10/2024	749727 Accounts Payable	Simpson , Christopher		80.26
Check	05/10/2024	749728 Accounts Payable	Sippola , Reena Gull		820.00
Check	05/10/2024	749729 Accounts Payable	Skyland General Improvement District		812.74
Check	05/10/2024	749730 Accounts Payable	Smallen , Aaron		150.00
Check	05/10/2024	749731 Accounts Payable	South Tahoe Refuse Co Inc		4,971.40

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/10/2024	749732 Accounts Payable	Southwest Gas		849.00
Check	05/10/2024	749733 Accounts Payable	Stephens , Timothy Bartlett		297.60
Check	05/10/2024	749734 Accounts Payable	Stephenson , Lendell or Regina		6.45
Check	05/10/2024	749735 Accounts Payable	Stericycle Inc		586.32
Check	05/10/2024	749736 Accounts Payable	Stonestreet , Susan		68.25
Check	05/10/2024	749737 Accounts Payable	Suicide Prevention Network		3,121.92
Check	05/10/2024	749738 Accounts Payable	Sysco Food Services of Sacramento		3,380.42
Check	05/10/2024	749739 Accounts Payable	Sysco Food Services of Sacramento		8,421.49
Check	05/10/2024	749740 Accounts Payable	T-Mobile USA Inc		532.55
Check	05/10/2024	749741 Accounts Payable	Tahoe Basin Container Service Inc		143.00
Check	05/10/2024	749742 Accounts Payable	Tahoe Douglas District		2,214.64
Check	05/10/2024	749743 Accounts Payable	Tahoe Douglas Fire Protection District		85,090.42
Check	05/10/2024	749744 Accounts Payable	Tahoe Prosperity Center		15,000.00
Check	05/10/2024	749745 Accounts Payable	Taylor , Nancy		646.75
Check	05/10/2024	749746 Accounts Payable	The Travelers Indemnity Company		416.70
Check	05/10/2024	749747 Accounts Payable	Thompson Doors		1,075.59
Check	05/10/2024	749748 Accounts Payable	Topaz Ranch General Improvement District		6,933.13
Check	05/10/2024	749749 Accounts Payable	Total Court Services of Nevada LLC		4,280.90
Check	05/10/2024	749750 Accounts Payable	Trivitt , Jessica		200.00
Check	05/10/2024	749751 Accounts Payable	Uniformity of Nevada LLC		74.50
Check	05/10/2024	749752 Accounts Payable	United Finance Company		123.42
Check	05/10/2024	749753 Accounts Payable	United Rentals		1,146.00
Check	05/10/2024	749754 Accounts Payable	US Foods Inc		2,859.81
Check	05/10/2024	749755 Accounts Payable	USA Fleet Solutions		1,353.40
Check	05/10/2024	749756 Accounts Payable	Vasquez , Gerald		555.00
Check	05/10/2024	749757 Accounts Payable	Walmart Community		938.07
Check	05/10/2024	749758 Accounts Payable	Walsh , Larry		500.00
Check	05/10/2024	749759 Accounts Payable	Washoe County District Attorney		500.00
Check	05/10/2024	749760 Accounts Payable	Washoe County Sheriff's Office		2,800.00
Check	05/10/2024	749761 Accounts Payable	Western Nevada Supply Co		4.83
Check	05/10/2024	749762 Accounts Payable	Western Nevada Supply Co		185.21
Check	05/10/2024	749763 Accounts Payable	Western Nevada Supply Co		2,077.86
Check	05/10/2024	749764 Accounts Payable	Western Nevada Supply Co		968.42
Check	05/10/2024	749765 Accounts Payable	Williams , Daniel		473.00
Check	05/10/2024	749766 Accounts Payable	Woods , Cirra		187.90

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/10/2024	749767	Accounts Payable	Yeaman , Guy		135.00
Check	05/10/2024	749768	Accounts Payable	Zephyr Cove General Improvement District		111.83
Check	05/10/2024	749769	Accounts Payable	Zephyr Heights General Improvement District		975.91
Check	05/10/2024	749770	Accounts Payable	Zephyr Knolls General Improvement District		217.86
Check	05/10/2024	749771	Accounts Payable	Graphic Imaging Services, Inc (ACH)		7,739.55
Check	05/10/2024	749772	Accounts Payable	Edna Ditch Water Rights Holders (ACH)		45.00
EFT	05/10/2024	118878	Accounts Payable	A Sign Shop (ACH)		60.00
EFT	05/10/2024	118879	Accounts Payable	A+ Janitorial Service (ACH)		450.00
EFT	05/10/2024	118880	Accounts Payable	Allied Sanitation & Septic Service LLC (ACH)		1,250.00
EFT	05/10/2024	118881	Accounts Payable	Amazon Business (ACH)		5,700.29
EFT	05/10/2024	118882	Accounts Payable	Animal Medical Services (ACH)		465.00
EFT	05/10/2024	118883	Accounts Payable	Ayers (ACH) , Chuck		812.50
EFT	05/10/2024	118884	Accounts Payable	Aymami (ACH) , David		1,000.00
EFT	05/10/2024	118885	Accounts Payable	Brown (ACH) , Richard		350.00
EFT	05/10/2024	118886	Accounts Payable	Capitol Reporters (ACH)		1,066.40
EFT	05/10/2024	118887	Accounts Payable	Carson Valley Event Rentals LLC (ACH)		675.96
EFT	05/10/2024	118888	Accounts Payable	CCMSI		32,247.20
EFT	05/10/2024	118889	Accounts Payable	Chernock (ACH) , William D		500.00
EFT	05/10/2024	118890	Accounts Payable	Cintas Corporation (ACH)		105.95
EFT	05/10/2024	118891	Accounts Payable	Clark Pest Control (ACH)		303.00
EFT	05/10/2024	118892	Accounts Payable	CMC Tire Inc (ACH)		6,346.96
EFT	05/10/2024	118893	Accounts Payable	Coons Construction LLC (ACH)		205,098.00
EFT	05/10/2024	118894	Accounts Payable	Digital Technology Solutions Inc / DTS Fiber (ACH)		674.75
EFT	05/10/2024	118895	Accounts Payable	DOWL, LLC (ACH)		1,305.00
EFT	05/10/2024	118896	Accounts Payable	East Fork Fire Protection District (ACH)		1,487.43
EFT	05/10/2024	118897	Accounts Payable	East Fork Fire Protection District (T&A) (ACH)		97,951.39
EFT	05/10/2024	118898	Accounts Payable	Farmer Bros Co (ACH)		192.23
EFT	05/10/2024	118899	Accounts Payable	Fife (ACH) , Nancy J		500.00
EFT	05/10/2024	118900	Accounts Payable	Fife (ACH) , Nancy J		47.65
EFT	05/10/2024	118901	Accounts Payable	Galls LLC (ACH)		34.95
EFT	05/10/2024	118902	Accounts Payable	Glasson (ACH) , Susan		286.00
EFT	05/10/2024	118903	Accounts Payable	GlobalStar USA (ACH)		103.86

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/10/2024	118904 Accounts Payable	Guadagni (ACH) , Eugene J		75.00
EFT	05/10/2024	118905 Accounts Payable	HDL Software LLC (ACH)		12,396.29
EFT	05/10/2024	118906 Accounts Payable	Henningsen (ACH) , Michael C		500.00
EFT	05/10/2024	118907 Accounts Payable	High Sierra Business Systems Inc (ACH)		12.94
EFT	05/10/2024	118908 Accounts Payable	ID EDGE Inc (ACH)		3,127.13
EFT	05/10/2024	118909 Accounts Payable	Inland Supply Co Inc (ACH)		3,212.97
EFT	05/10/2024	118910 Accounts Payable	Inland Supply Co Inc (ACH)		254.22
EFT	05/10/2024	118911 Accounts Payable	Inland Supply Co Inc (ACH)		1,687.71
EFT	05/10/2024	118912 Accounts Payable	Inland Supply Co Inc (ACH)		491.50
EFT	05/10/2024	118913 Accounts Payable	Intermountain Electric Inc (ACH)		2,700.00
EFT	05/10/2024	118914 Accounts Payable	iParametrics, LLC (ACH)		11,749.00
EFT	05/10/2024	118915 Accounts Payable	Koch Elevator (ACH)		885.00
EFT	05/10/2024	118916 Accounts Payable	Logan Creek GID		85.98
EFT	05/10/2024	118917 Accounts Payable	Midwest Tape (ACH)		4,825.26
EFT	05/10/2024	118918 Accounts Payable	Model Dairy LLC (ACH)		698.08
EFT	05/10/2024	118919 Accounts Payable	Multi Service Technology Solutions Inc (ACH)		221.95
EFT	05/10/2024	118920 Accounts Payable	Musco Sports Lighting LLC (ACH)		2,528.00
EFT	05/10/2024	118921 Accounts Payable	Naturescape Inc (ACH)		1,816.40
EFT	05/10/2024	118922 Accounts Payable	Nichols Consulting Engineers (ACH)		2,478.75
EFT	05/10/2024	118923 Accounts Payable	NV JFG Systems LLC (ACH)		1,743.56
EFT	05/10/2024	118924 Accounts Payable	Ottman (ACH) , Rose M		529.10
EFT	05/10/2024	118925 Accounts Payable	Overhead Fire Protection Inc (ACH)		3,455.00
EFT	05/10/2024	118926 Accounts Payable	Owen Equipment Sales (ACH)		722.66
EFT	05/10/2024	118927 Accounts Payable	Park (ACH) , James E , JR		500.00
EFT	05/10/2024	118928 Accounts Payable	R & S Optimum Offset (ACH)		1,403.00
EFT	05/10/2024	118929 Accounts Payable	Sagebrush Sprouts Preschool		3,942.50
EFT	05/10/2024	118930 Accounts Payable	Satmodo (ACH)		328.53
EFT	05/10/2024	118931 Accounts Payable	Summit Plumbing Co LLC (ACH)		175.00
EFT	05/10/2024	118932 Accounts Payable	Thaler (ACH) , Steven		500.00
EFT	05/10/2024	118933 Accounts Payable	Thatcher Company of Nevada Inc (ACH)		2,395.35
EFT	05/10/2024	118934 Accounts Payable	UBEO Business Services (ACH)		1,699.85
EFT	05/10/2024	118935 Accounts Payable	US Bank Equipment Finance (ACH)		249.43
EFT	05/10/2024	118936 Accounts Payable	US Bank Equipment Finance (ACH)		149.32
EFT	05/10/2024	118937 Accounts Payable	Wenner (ACH) , Mary A		500.00

Douglas County

05/10/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/10/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/10/2024	118938	Accounts Payable	Whiteley (ACH) , Anita J		412.10
EFT	05/10/2024	118939	Accounts Payable	Wright (ACH) , Lisa J		416.00
1-BOFA Bank of America Totals:				Transactions: 274		$2,488,760.94

Checks:	212	$2,060,878.84
EFTs:	62	$427,882.10

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $1,223,495.59 FOR CHECKS #749784-749973 AND EFTS #119579-119645, ALL DATED 05-17-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.05.31 14:51:53 -07'00'
ASSISTANT TREASURER

Douglas County
05/17/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	05/17/2024	749784	Accounts Payable	49er Communications Inc		1,844.15
Check	05/17/2024	749785	Accounts Payable	Accolades Trophies & Engraving		123.80
Check	05/17/2024	749786	Accounts Payable	Ace Hardware		238.78
Check	05/17/2024	749787	Accounts Payable	Ace Hardware		7.95
Check	05/17/2024	749788	Accounts Payable	Ace Hardware		4.98
Check	05/17/2024	749789	Accounts Payable	Ace Hardware		2.38
Check	05/17/2024	749790	Accounts Payable	Alsco Inc		171.12
Check	05/17/2024	749791	Accounts Payable	Alsco Inc		542.85
Check	05/17/2024	749792	Accounts Payable	Alsco Inc		270.00
Check	05/17/2024	749793	Accounts Payable	Alsco Inc		528.04
Check	05/17/2024	749794	Accounts Payable	Alsco Inc		676.48
Check	05/17/2024	749795	Accounts Payable	Alsco Inc		407.42
Check	05/17/2024	749796	Accounts Payable	Alsco Inc		414.27
Check	05/17/2024	749797	Accounts Payable	Alsco Inc		117.28
Check	05/17/2024	749798	Accounts Payable	Alsco Inc		416.45
Check	05/17/2024	749799	Accounts Payable	Armac Construction LLC		7,943.71
Check	05/17/2024	749800	Accounts Payable	Arms Unlimited		4,100.00
Check	05/17/2024	749801	Accounts Payable	Armstrong Consultants Inc		8,790.00
Check	05/17/2024	749802	Accounts Payable	ASCAP		439.25
Check	05/17/2024	749803	Accounts Payable	ASJ Small Engines Etc		359.24
Check	05/17/2024	749804	Accounts Payable	Aynesworth , Dan		225.00
Check	05/17/2024	749805	Accounts Payable	Black Eagle Consulting Inc		957.75
Check	05/17/2024	749806	Accounts Payable	Bob Barker Company Inc		289.19
Check	05/17/2024	749807	Accounts Payable	Brady Industries LLC		140.00
Check	05/17/2024	749808	Accounts Payable	Caesars Entertainment		7,234.73
Check	05/17/2024	749809	Accounts Payable	Carson City Landfill		16,203.66
Check	05/17/2024	749810	Accounts Payable	Carson Valley Health		638.00
Check	05/17/2024	749811	Accounts Payable	Carson Valley Signs		358.00
Check	05/17/2024	749812	Accounts Payable	Carson Valley Swim Center		192.00
Check	05/17/2024	749813	Accounts Payable	Carson Valley Veterinary Hospital Inc		2,959.58
Check	05/17/2024	749814	Accounts Payable	CCMSI		3,458.00
Check	05/17/2024	749815	Accounts Payable	Center Point Large Print		116.24
Check	05/17/2024	749816	Accounts Payable	Charter Communications Operating LLC		129.98
Check	05/17/2024	749817	Accounts Payable	Commercial Equipment Source		365.00

Douglas County

05/17/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/17/2024	749818	Accounts Payable	Costco-Valley Recreation		2,992.05
Check	05/17/2024	749819	Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges , Dan		2,096.00
Check	05/17/2024	749820	Accounts Payable	Crestmore Village Apt., LLC		800.00
Check	05/17/2024	749821	Accounts Payable	Crestmore Village Apt., LLC		1,008.00
Check	05/17/2024	749822	Accounts Payable	Crist , Garrett Hogan		25.00
Check	05/17/2024	749823	Accounts Payable	Crockett Enterprises Inc		2,937.50
Check	05/17/2024	749824	Accounts Payable	Cummins Inc		12,449.51
Check	05/17/2024	749825	Accounts Payable	Curtis & Sons Construction Inc		253.44
Check	05/17/2024	749826	Accounts Payable	Davis , Maria C		1,280.00
Check	05/17/2024	749827	Accounts Payable	DCS Protective Association (DCSPA)		3,480.00
Check	05/17/2024	749828	Accounts Payable	Dell Marketing LP		15,288.91
Check	05/17/2024	749829	Accounts Payable	Desert Star Landscaping		40,200.00
Check	05/17/2024	749830	Accounts Payable	Directv Inc		110.80
Check	05/17/2024	749831	Accounts Payable	Donat , Nicolas		345.75
Check	05/17/2024	749832	Accounts Payable	Douglas County Sheriff's Department		936.59
Check	05/17/2024	749833	Accounts Payable	Douglas County Utilities		27,045.54
Check	05/17/2024	749834	Accounts Payable	DuBlanc , Brian		90.00
Check	05/17/2024	749835	Accounts Payable	Elges , Ron		30.00
Check	05/17/2024	749836	Accounts Payable	Express Systems		386.40
Check	05/17/2024	749837	Accounts Payable	Factory Motor Parts Co		1,835.94
Check	05/17/2024	749838	Accounts Payable	Farnworth , Carla		1,350.00
Check	05/17/2024	749839	Accounts Payable	Florence Fence Inc		1,260.00
Check	05/17/2024	749840	Accounts Payable	Flyers Energy LLC		2,239.94
Check	05/17/2024	749841	Accounts Payable	Flyers Energy LLC		2,249.47
Check	05/17/2024	749842	Accounts Payable	Flyers Energy LLC		4,487.70
Check	05/17/2024	749843	Accounts Payable	Frontier		628.22
Check	05/17/2024	749844	Accounts Payable	Frontier		171.85
Check	05/17/2024	749845	Accounts Payable	Frontier		102.24
Check	05/17/2024	749846	Accounts Payable	G&R Pest Control		275.00
Check	05/17/2024	749847	Accounts Payable	Game Time		63,948.60
Check	05/17/2024	749848	Accounts Payable	Gardner , Jessica		16.08
Check	05/17/2024	749849	Accounts Payable	Gardnerville Ranchos GID		1,002.50
Check	05/17/2024	749850	Accounts Payable	Gardnerville Water Company		4,537.46
Check	05/17/2024	749851	Accounts Payable	Genoa Trees & Landscape Materials Inc		1,741.00

Douglas County

05/17/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/17/2024	749852	Accounts Payable	Gonsalves , Anthony		189.00
Check	05/17/2024	749853	Accounts Payable	Grainger Inc		6,256.17
Check	05/17/2024	749854	Accounts Payable	Grainger Inc		83.88
Check	05/17/2024	749855	Accounts Payable	Granite Construction Co Inc		3,680.65
Check	05/17/2024	749856	Accounts Payable	Hajoca Company		83.89
Check	05/17/2024	749857	Accounts Payable	Hallam - Petty Cash , Veronica		24.09
Check	05/17/2024	749858	Accounts Payable	Harrys Business Machines Inc		290.74
Check	05/17/2024	749859	Accounts Payable	Hobbs Company Limited LLC		6,192.57
Check	05/17/2024	749860	Accounts Payable	Home Depot - 6978		952.15
Check	05/17/2024	749861	Accounts Payable	Hunt Propane Inc		2,077.77
Check	05/17/2024	749862	Accounts Payable	Hydraulic Industrial Services Inc		103.84
Check	05/17/2024	749863	Accounts Payable	Incredible Kids Youth & Teen Scholarship Program		9,987.00
Check	05/17/2024	749864	Accounts Payable	Indian Hills GID		78.94
Check	05/17/2024	749865	Accounts Payable	Institutional Systems Inc		341.02
Check	05/17/2024	749866	Accounts Payable	International Chemtex Corporation		2,000.00
Check	05/17/2024	749867	Accounts Payable	Jobs Peak Veterinary Hospital		130.00
Check	05/17/2024	749868	Accounts Payable	John Munk Welding		400.00
Check	05/17/2024	749869	Accounts Payable	Keefe Supply Company		865.40
Check	05/17/2024	749870	Accounts Payable	KEPRO Acquisitions Inc		429.00
Check	05/17/2024	749871	Accounts Payable	Kimley-Horn & Associates Inc		10,765.00
Check	05/17/2024	749872	Accounts Payable	Kingsbury GID		3,830.79
Check	05/17/2024	749873	Accounts Payable	Kingsbury Hardware Inc		6.35
Check	05/17/2024	749874	Accounts Payable	Laboratory Corporation of American Holdings		477.76
Check	05/17/2024	749875	Accounts Payable	Language Line Services Inc		63.51
Check	05/17/2024	749876	Accounts Payable	Lindsay , Eric		498.00
Check	05/17/2024	749877	Accounts Payable	McEllistrem , Joseph PhD		1,800.00
Check	05/17/2024	749878	Accounts Payable	McMaster-Carr Supply Co		173.47
Check	05/17/2024	749879	Accounts Payable	Medtech Services Inc		133.09
Check	05/17/2024	749880	Accounts Payable	Meeks Lumber		527.25
Check	05/17/2024	749881	Accounts Payable	Merit Electric Company		168.38
Check	05/17/2024	749882	Accounts Payable	MGX Equipment Services LLC		364.52
Check	05/17/2024	749883	Accounts Payable	Michael Hohl Motor Co Inc		54.78
Check	05/17/2024	749884	Accounts Payable	Michitarian , Aram		498.00
Check	05/17/2024	749885	Accounts Payable	Michitarian , Conner		498.00

Douglas County

05/17/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/17/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/17/2024	749886 Accounts Payable	Minden Town of		75,071.92
Check	05/17/2024	749887 Accounts Payable	Moss Adams LLP		1,440.00
Check	05/17/2024	749888 Accounts Payable	Motion Picture Licensing Corp		934.10
Check	05/17/2024	749889 Accounts Payable	Nevada Division of State Lands		5,000.00
Check	05/17/2024	749890 Accounts Payable	Nevada News Group		313.26
Check	05/17/2024	749891 Accounts Payable	Nevada Prepaid Tuition Program		410.00
Check	05/17/2024	749892 Accounts Payable	Newman Signs Inc		891.21
Check	05/17/2024	749893 Accounts Payable	NV Consulting LLC		1,280.00
Check	05/17/2024	749894 Accounts Payable	NV Department of Agriculture		2,332.62
Check	05/17/2024	749895 Accounts Payable	NV Energy		106.18
Check	05/17/2024	749896 Accounts Payable	NV Energy		56.92
Check	05/17/2024	749897 Accounts Payable	NV Energy		46.96
Check	05/17/2024	749898 Accounts Payable	NV Energy		32,346.04
Check	05/17/2024	749899 Accounts Payable	NV Energy		34.16
Check	05/17/2024	749900 Accounts Payable	NV Energy		33.96
Check	05/17/2024	749901 Accounts Payable	NV Energy		37.82
Check	05/17/2024	749902 Accounts Payable	NV Energy		6,141.42
Check	05/17/2024	749903 Accounts Payable	NV Energy		204.78
Check	05/17/2024	749904 Accounts Payable	NV State Department of Public Safety		6,428.50
Check	05/17/2024	749905 Accounts Payable	NV State Dept of Conservation & Natural Resources		4,320.00
Check	05/17/2024	749906 Accounts Payable	NV State Division of Environmental Protection		3,402.00
Check	05/17/2024	749907 Accounts Payable	NV State Treasurer-SEE NOTES		2.00
Check	05/17/2024	749908 Accounts Payable	Odin Systems Inc		1,200.00
Check	05/17/2024	749909 Accounts Payable	ODP Business Solutions LLC		59.20
Check	05/17/2024	749910 Accounts Payable	Ortiz , Keriann E or Mark A		800.00
Check	05/17/2024	749911 Accounts Payable	OverDrive Inc		1,525.69
Check	05/17/2024	749912 Accounts Payable	Page , David		200.00
Check	05/17/2024	749913 Accounts Payable	PAL Enterprises LLC		601.25
Check	05/17/2024	749914 Accounts Payable	Palumbo , Victoria		15.00
Check	05/17/2024	749915 Accounts Payable	Panero , Cody		110.49
Check	05/17/2024	749916 Accounts Payable	Parts House		231.68
Check	05/17/2024	749917 Accounts Payable	PeaPeg LLC		2,517.83
Check	05/17/2024	749918 Accounts Payable	Pre-Sort Center of Stockton Inc		13,750.00
Check	05/17/2024	749919 Accounts Payable	Refrigeration Supplies Distributor		417.65

Douglas County

05/17/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/17/2024	749920	Accounts Payable	Refuse Inc		513.32
Check	05/17/2024	749921	Accounts Payable	Resource Concepts Inc		2,422.50
Check	05/17/2024	749922	Accounts Payable	Rick's AEC Reprographics Inc		841.00
Check	05/17/2024	749923	Accounts Payable	Ricoh USA Inc		213.76
Check	05/17/2024	749924	Accounts Payable	Ricoh USA Inc		119.14
Check	05/17/2024	749925	Accounts Payable	Rooney , Candy		800.00
Check	05/17/2024	749926	Accounts Payable	Rosin , Bruce R		330.31
Check	05/17/2024	749927	Accounts Payable	Roth , Cheryl M		68.25
Check	05/17/2024	749928	Accounts Payable	SCaDU		200.00
Check	05/17/2024	749929	Accounts Payable	Short , Derek		498.00
Check	05/17/2024	749930	Accounts Payable	Sierra Floor Covering Inc		2,804.00
Check	05/17/2024	749931	Accounts Payable	Sierra Nevada Construction Inc		235,075.96
Check	05/17/2024	749932	Accounts Payable	Silver State Barricade & Sign		2,067.50
Check	05/17/2024	749933	Accounts Payable	Silver State International		5,017.80
Check	05/17/2024	749934	Accounts Payable	Silver State Towing LLC		202.00
Check	05/17/2024	749935	Accounts Payable	Sippola , Reena Gull		190.00
Check	05/17/2024	749936	Accounts Payable	Southwest Gas		450.00
Check	05/17/2024	749937	Accounts Payable	Southwest Gas		450.00
Check	05/17/2024	749938	Accounts Payable	Southwest Gas		367.73
Check	05/17/2024	749939	Accounts Payable	Southwest Gas		188.22
Check	05/17/2024	749940	Accounts Payable	Southwest Gas		2,121.50
Check	05/17/2024	749941	Accounts Payable	SPB Utility Services Inc		1,963.40
Check	05/17/2024	749942	Accounts Payable	Stebel , Maciej		498.00
Check	05/17/2024	749943	Accounts Payable	Stericycle Inc		230.40
Check	05/17/2024	749944	Accounts Payable	Summit West Communications Inc		4,687.50
Check	05/17/2024	749945	Accounts Payable	Sun King Window Tinting		580.00
Check	05/17/2024	749946	Accounts Payable	Sysco Food Services of Sacramento		2,315.64
Check	05/17/2024	749947	Accounts Payable	Sysco Food Services of Sacramento		3,674.86
Check	05/17/2024	749948	Accounts Payable	The Travelers Indemnity Company		1,860.00
Check	05/17/2024	749949	Accounts Payable	Thomas , Anna		50.92
Check	05/17/2024	749950	Accounts Payable	Thomson Reuters-West		2,251.74
Check	05/17/2024	749951	Accounts Payable	Three Peaks Therapy LLC		3,600.00
Check	05/17/2024	749952	Accounts Payable	Tyler Technologies Inc		8,305.00
Check	05/17/2024	749953	Accounts Payable	Uniformity of Nevada LLC		800.00
Check	05/17/2024	749954	Accounts Payable	United Finance Company		170.76

Douglas County

05/17/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/17/2024	749955	Accounts Payable	US Foods Inc		1,773.56
Check	05/17/2024	749956	Accounts Payable	US Postal Service (CMRS-FP)		750.00
Check	05/17/2024	749957	Accounts Payable	US Postal Service - Stateline		342.00
Check	05/17/2024	749958	Accounts Payable	US Postal Service - Stateline		216.00
Check	05/17/2024	749959	Accounts Payable	USA Fleet Solutions		15.30
Check	05/17/2024	749960	Accounts Payable	Verizon Wireless		78.04
Check	05/17/2024	749961	Accounts Payable	VisionASP		74.85
Check	05/17/2024	749962	Accounts Payable	Warfield , Steven		498.00
Check	05/17/2024	749963	Accounts Payable	Welcomes Auto Body & Towing		5,224.55
Check	05/17/2024	749964	Accounts Payable	Welcomes Auto Body & Towing		296.00
Check	05/17/2024	749965	Accounts Payable	West , Mariah		498.00
Check	05/17/2024	749966	Accounts Payable	West Marine Pro		377.96
Check	05/17/2024	749967	Accounts Payable	Western Nevada Supply Co		1,539.25
Check	05/17/2024	749968	Accounts Payable	Western Nevada Supply Co		13,704.00
Check	05/17/2024	749969	Accounts Payable	Xerox Corporation		555.85
Check	05/17/2024	749970	Accounts Payable	YourMembership.com Inc		584.10
Check	05/17/2024	749971	Accounts Payable	Kawcak Masonry Inc (ACH)		9,900.00
Check	05/17/2024	749972	Accounts Payable	American Container Sales LLC (ACH)		10,930.00
Check	05/17/2024	749973	Accounts Payable	Olson (ACH) , Scott B		352.95
EFT	05/17/2024	119579	Accounts Payable	A Sign Shop (ACH)		337.85
EFT	05/17/2024	119580	Accounts Payable	Allison MacKenzie Ltd (ACH)		3,841.25
EFT	05/17/2024	119581	Accounts Payable	Amazon Business (ACH)		8,527.58
EFT	05/17/2024	119582	Accounts Payable	AtkinsRealis USA Inc (ACH)		180.50
EFT	05/17/2024	119583	Accounts Payable	Blackstone Publishing (ACH)		65.64
EFT	05/17/2024	119584	Accounts Payable	Brown (ACH) , Richard		350.00
EFT	05/17/2024	119585	Accounts Payable	Bruketta Law LLC (ACH)		13,250.99
EFT	05/17/2024	119586	Accounts Payable	Burney's Commercial Service of NV, Inc (ACH)		397.50
EFT	05/17/2024	119587	Accounts Payable	Capitol Reporters (ACH)		2,262.00
EFT	05/17/2024	119588	Accounts Payable	Carey Rosser Law, Ltd (ACH)		13,250.98
EFT	05/17/2024	119589	Accounts Payable	Carson Valley Community Food Closet (ACH)		1,348.93
EFT	05/17/2024	119590	Accounts Payable	Carson Valley Locksmith (ACH)		459.90
EFT	05/17/2024	119591	Accounts Payable	Cintas Corporation (ACH)		121.12
EFT	05/17/2024	119592	Accounts Payable	Cintas Corporation (ACH)		1,596.33
EFT	05/17/2024	119593	Accounts Payable	Civic Initiatives LLC (ACH)		43,838.98

Douglas County

05/17/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/17/2024	119594	Accounts Payable	ClientFirst Technology Consulting (ACH)		657.50
EFT	05/17/2024	119595	Accounts Payable	Clinical Pharmacy Consultants Inc (ACH)		180.00
EFT	05/17/2024	119596	Accounts Payable	Clouser Law Group Ltd (ACH)		14,501.18
EFT	05/17/2024	119597	Accounts Payable	Conway Communications Inc (ACH)		1,018.08
EFT	05/17/2024	119598	Accounts Payable	Demco Inc (ACH)		99.61
EFT	05/17/2024	119599	Accounts Payable	Digital Technology Solutions Inc / DTS Fiber (ACH)		1,561.00
EFT	05/17/2024	119600	Accounts Payable	Digital Technology Solutions Inc / DTS Fiber (ACH)		365.00
EFT	05/17/2024	119601	Accounts Payable	Douglas County Employees Association (ACH)		1,605.00
EFT	05/17/2024	119602	Accounts Payable	DOWL, LLC (ACH)		24,738.75
EFT	05/17/2024	119603	Accounts Payable	Fountain (ACH) , Ann M		600.00
EFT	05/17/2024	119604	Accounts Payable	Hanson (ACH) , Cayle		349.09
EFT	05/17/2024	119605	Accounts Payable	HealthEquity Inc		22,190.73
EFT	05/17/2024	119606	Accounts Payable	Holman (ACH) , John R		2,750.00
EFT	05/17/2024	119607	Accounts Payable	Howell (ACH) , Paul		591.09
EFT	05/17/2024	119608	Accounts Payable	Industrial Software Solutions (ACH)		17,115.35
EFT	05/17/2024	119609	Accounts Payable	Isom Crane and Rigging (ACH)		500.00
EFT	05/17/2024	119610	Accounts Payable	Koch Elevator (ACH)		1,729.77
EFT	05/17/2024	119611	Accounts Payable	Law Offices of Maximilian Stovall LTD (ACH)		450.00
EFT	05/17/2024	119612	Accounts Payable	Legacy Land and Water LLC (ACH)		4,000.00
EFT	05/17/2024	119613	Accounts Payable	LiveView GPS Inc (ACH)		958.80
EFT	05/17/2024	119614	Accounts Payable	Lumos and Associates Inc (ACH)		6,948.00
EFT	05/17/2024	119615	Accounts Payable	Mairs (ACH) , Charles D		3,303.15
EFT	05/17/2024	119616	Accounts Payable	Marcus G. Faust Prof Corp (ACH)		4,200.00
EFT	05/17/2024	119617	Accounts Payable	Mercury Marine (ACH)		101.24
EFT	05/17/2024	119618	Accounts Payable	Midwest Tape (ACH)		84.96
EFT	05/17/2024	119619	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		55.93
EFT	05/17/2024	119620	Accounts Payable	Nichols Consulting Engineers (ACH)		323.75
EFT	05/17/2024	119621	Accounts Payable	NV JFG Systems LLC (ACH)		22,025.52
EFT	05/17/2024	119622	Accounts Payable	Overhead Fire Protection Inc (ACH)		13,995.00
EFT	05/17/2024	119623	Accounts Payable	Owen Equipment Sales (ACH)		2,722.01
EFT	05/17/2024	119624	Accounts Payable	Pape Machinery Inc (ACH)		135,447.86

Douglas County
05/17/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/17/2024	119625	Accounts Payable	Petrichor Psychological Consultants, PLLC (ACH)		2,000.00
EFT	05/17/2024	119626	Accounts Payable	Playaway Products LLC (ACH)		181.97
EFT	05/17/2024	119627	Accounts Payable	ProVoteSolutions (ACH)		8,159.96
EFT	05/17/2024	119628	Accounts Payable	R & S Optimum Offset (ACH)		392.00
EFT	05/17/2024	119629	Accounts Payable	Redwood Printing (ACH)		146.58
EFT	05/17/2024	119630	Accounts Payable	RFI Enterprises Inc (ACH)		4,420.00
EFT	05/17/2024	119631	Accounts Payable	Safelite Fulfillment Inc (ACH)		1,392.19
EFT	05/17/2024	119632	Accounts Payable	Sagebrush Sprouts Preschool		1,092.50
EFT	05/17/2024	119633	Accounts Payable	Sapience Practice (ACH)		7,500.00
EFT	05/17/2024	119634	Accounts Payable	Spencer Investigations (ACH)		2,870.00
EFT	05/17/2024	119635	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		2,395.35
EFT	05/17/2024	119636	Accounts Payable	U.S. District Court Water Master (ACH)		2,506.34
EFT	05/17/2024	119637	Accounts Payable	UBEO Business Services (ACH)		244.14
EFT	05/17/2024	119638	Accounts Payable	US Bank Equipment Finance (ACH)		249.57
EFT	05/17/2024	119639	Accounts Payable	US Bank Equipment Finance (ACH)		339.51
EFT	05/17/2024	119640	Accounts Payable	US Bank Equipment Finance (ACH)		161.17
EFT	05/17/2024	119641	Accounts Payable	US Bank Equipment Finance (ACH)		1,908.94
EFT	05/17/2024	119642	Accounts Payable	US Bank Equipment Finance (ACH)		179.06
EFT	05/17/2024	119643	Accounts Payable	Velocity Truck Centers (ACH)		145.98
EFT	05/17/2024	119644	Accounts Payable	Vital Signs (ACH)		435.37
EFT	05/17/2024	119645	Accounts Payable	Walker & Associates (ACH)		3,583.00
1-BOFA Bank of America Totals:				Transactions: 257		$1,223,495.59

Checks:	190	$808,194.04
EFTs:	67	$415,301.55

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9018

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYROLL CHECK LISTING TOTALING $1,463,197.49 FOR CHECKS #749773-749782, AND DIRECT DEPOSITS, ALL DATED 05-17-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

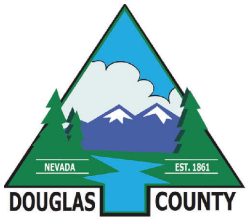
BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.05.31 15:06:16 -07'00'
ASSISTANT TREASURER

Payment Batch Register

Pay Date Range 04/27/24 - 05/10/24

Pay Batch 05/17/24

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5598					
5917					
5601					
3287					
5600					
5913	Cachinero, Eric	118947	.00	3,089.12	3,089.12
4130	Davidson, Jenifer	118948	.00	6,358.67	6,358.67
4581	Elges, Melissa	118949	.00	3,584.10	3,584.10
5390	Johnson, Marcia Michelle	118950	.00	2,063.39	2,063.39
3154	Morgan, Scott	118951	.00	7,567.88	7,567.88
5819	Simpson, Michelle J	118952	.00	1,805.06	1,805.06
6074	Sproull, Megan N	118953	.00	1,476.32	1,476.32
5328	Valdez, Robyn Aiko	118954	.00	2,104.69	2,104.69
3299	Mccullough, David Scott	118955	.00	4,304.66	4,304.66
6015	Rudelbach, Nicole Angelina	118956	.00	3,251.77	3,251.77
5704	Alexander, David	118957	.00	2,735.62	2,735.62
4177	Montoya, Leah	118958	.00	2,621.12	2,621.12
4657	Richardson, Matthew	118959	.00	2,935.59	2,935.59
5164	Amatore, Cameron	118960	.00	2,615.45	2,615.45
3310	Etchegoyhen, Dion	118961	.00	3,224.14	3,224.14
5726	Minor, Chesney	118962	.00	1,791.75	1,791.75
5706	Morris, Shane	118963	.00	2,107.76	2,107.76
3531	OHair, Kimberly	118964	.00	2,734.90	2,734.90
4056	Phillips, Victoria Joan	118965	.00	726.74	726.74
5697	Poppinga, Kathryn	118966	.00	2,104.43	2,104.43
4261					
4261					
4936	Troutner, Michael David	118969	.00	1,830.79	1,830.79
4387	Williams, Toni Grace	118970	.00	1,849.94	1,849.94
6010	Buma At, Candy Ve De Gracia	118971	.00	2,235.84	2,235.84
5956	Carter, Deborah Christine	118972	.00	2,649.54	2,649.54
5470	Cartwright, Jennifer	118973	.00	4,401.20	4,401.20
4782	Chieffo, Caroline	118974	.00	1,250.38	1,250.38
4782	Chieffo, Caroline	118975	.00	1,450.00	1,450.00
5738	Hernandez Rea, Louis Obed	118976	.00	2,035.23	2,035.23
3511	Johnson, Melissa Ann	118977	.00	2,031.23	2,031.23
4658	Kent, Andrea Celeste	118978	.00	2,500.36	2,500.36
3419	Lewis, Kathryn Marie	118979	.00	4,908.06	4,908.06
4691	Moreno, Sarah	118980	.00	1,841.15	1,841.15
5935	Solorio Reza, Veronica	118981	.00	1,851.58	1,851.58
5646	Swickard, Debbie A	118982	.00	2,464.63	2,464.63
5261	Brantmeyer, Ana	118983	.00	1,733.34	1,733.34
4124					
6047	Pumphrey, Janey Lynn Hutchings	118985	.00	1,778.43	1,778.43
4766	Stovall, Jodi Odette	118986	.00	2,287.05	2,287.05
5317	Balda, Tanya	118987	.00	1,876.65	1,876.65
5730	Day, Jacqueline	118988	.00	1,926.67	1,926.67
5645	Lane, Amber Marie	118989	.00	1,721.98	1,721.98
5251	Leeper, Nicki Jennifer	118990	.00	3,201.49	3,201.49
5828	Allmett, David	118991	.00	2,268.80	2,268.80
5395	Harjes, Georgianne Dombrowik	118992	.00	2,171.58	2,171.58
5395	Harjes, Georgianne Dombrowik	118993	.00	723.86	723.86
5677	Kaiser, Jeffrey M	118994	.00	2,302.27	2,302.27
5739	Lind, Vicky Lucille	118995	.00	711.06	711.06
5876	Mallett, Norma	118996	.00	600.78	600.78
5747	Standley, Virginia Ann	118997	.00	1,087.78	1,087.78
3296	McDonough, Regina	118998	.00	3,914.70	3,914.70
5256	Pablo, Michelle	118999	.00	1,887.94	1,887.94
5419	Allmett, Melissa	119000	.00	1,422.41	1,422.41



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Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5385					
5979	Burgwardt-Odgers, Connie Ann	119002	.00	1,104.60	1,104.60
5925	Garcia, Melissa Susan	119003	.00	1,707.04	1,707.04
4600	Kaiser, Katherine Anne	119004	.00	3,180.32	3,180.32
3198	Teter, Leann Marie	119005	.00	2,290.85	2,290.85
3198	Teter, Leann Marie	119006	.00	175.00	175.00
5403	Vaclavek, Corinne Rene	119007	.00	1,886.17	1,886.17
5403	Vaclavek, Corinne Rene	119008	.00	375.00	375.00
5341	Sanders, Dennis Wayne	119009	.00	1,896.43	1,896.43
4194	Avila, Michael	119010	.00	3,583.41	3,583.41
5901	Ayers, Logan	119011	.00	1,357.73	1,357.73
5432	Caddy, Robert	119012	.00	2,122.27	2,122.27
5617	Calleja, Trevor	119013	.00	1,842.16	1,842.16
5617	Calleja, Trevor	119014	.00	600.00	600.00
4047	Gerard, Donald Joseph	119015	.00	2,878.69	2,878.69
5834	Kale, Griffin Thomas	119016	.00	2,186.69	2,186.69
5890	Quigley, Andrew	119017	.00	3,130.39	3,130.39
6094	Ruggia, Peace Paul	119018	.00	4,368.62	4,368.62
5130	Smith, Brendan Joseph	119019	.00	2,394.03	2,394.03
5130	Smith, Brendan Joseph	119020	.00	1,000.00	1,000.00
3461	Stugart, Susan L	119021	.00	2,259.87	2,259.87
6009	Walk, Victor August	119022	.00	2,527.34	2,527.34
5628	Williams, Daniel Alan	119023	.00	2,395.14	2,395.14
5966	Woods, David Allen	119024	.00	3,056.59	3,056.59
5283	Drew, Tiffini	119025	.00	1,765.18	1,765.18
5100	Everett, Megan	119026	.00	2,395.49	2,395.49
4645	Lang, Wendy Jo	119027	.00	5,367.27	5,367.27
4157	McMurry, Cindy	119028	.00	2,296.58	2,296.58
4157	McMurry, Cindy	119029	.00	350.00	350.00
5680	Renteria, Merisa	119030	.00	550.97	550.97
5315	Shaw, Ashley Elaine	119031	.00	1,814.72	1,814.72
5315	Shaw, Ashley Elaine	119032	.00	200.00	200.00
5233	Vido, Christine Elizabeth	119033	.00	2,397.82	2,397.82
5233	Vido, Christine Elizabeth	119034	.00	500.00	500.00
4926	Cristanelli, Brenda	119035	.00	1,381.27	1,381.27
3222					
3172	Elges, Ronald	119037	.00	5,464.84	5,464.84
1088	Michitarian, Aram	119038	.00	5,335.79	5,335.79
4773	George, Ana Gabriela	119039	.00	2,359.20	2,359.20
3394	Ginocchio, Rodney W	119040	.00	5,269.28	5,269.28
5093	Green, Kylie Nicole	119041	.00	2,392.61	2,392.61
3142	Lynch, Will R.	119042	.00	4,835.15	4,835.15
3333	Richardson, Connie	119043	.00	1,276.77	1,276.77
3433	Scheetz, Kirsten Maureen	119044	.00	1,401.71	1,401.71
3433	Scheetz, Kirsten Maureen	119045	.00	1,100.00	1,100.00
3337	Adkins, Michelle	119046	.00	2,044.77	2,044.77
4176	Allen, Crystal	119047	.00	1,939.23	1,939.23
5489	Bell, Jennifer	119048	.00	1,912.90	1,912.90
5396	Bennett, Temi Elaine	119049	.00	1,612.49	1,612.49
3248	Drake, Karis	119050	.00	3,059.20	3,059.20
5311	Miller, Ricky	119051	.00	2,003.81	2,003.81
5184	Peters, William	119052	.00	2,016.78	2,016.78
5840	Williams, Emily Ann	119053	.00	1,496.89	1,496.89
4611	Barden, Michael	119054	.00	2,611.09	2,611.09
4105	Cadwallader, David	119055	.00	3,824.58	3,824.58
1420	Charles, Mark	119056	.00	3,391.70	3,391.70
6045	Cheechov, Alexandria Ashley	119057	.00	1,777.87	1,777.87
5259	Clifford, Dustin	119058	.00	3,069.24	3,069.24
4269	Dickens, Mark	119059	.00	2,851.82	2,851.82

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6005 Dion, Evan Rene	119060	.00	3,023.39	3,023.39
5708 Drgas, Tomasz	119061	.00	2,505.45	2,505.45
4369 Fricke, Justin Frederick	119062	.00	4,635.56	4,635.56
3538 Gonzalez, Ignacio A	119063	.00	3,530.49	3,530.49
4698 Guerra, Jose Ricardo	119064	.00	3,505.55	3,505.55
5849 Hanson, Michael Ray	119065	.00	2,467.74	2,467.74
6083 Holle, Brandon Tyler	119066	.00	3,092.56	3,092.56
3311 Hubkey, Brian Scott	119067	.00	5,512.51	5,512.51
4696 Kimbrell, Steven John	119068	.00	248.11	248.11
4696 Kimbrell, Steven John	119069	.00	2,233.03	2,233.03
5991 Larsen, Joshua Michael	119070	.00	2,577.62	2,577.62
5941 Livingston, Daniel Marquis	119071	.00	2,917.02	2,917.02
5077 McLaughlin, Spencer	119072	.00	2,813.44	2,813.44
6008 Mendieta, Jasmin Teresa	119073	.00	2,053.18	2,053.18
4339 Midkiff, Douglas	119074	.00	4,222.80	4,222.80
5951 Randall, Jacob Isaac	119075	.00	3,179.22	3,179.22
5811 Rea, Melanie D'Ann	119076	.00	2,506.99	2,506.99
3604 Ridley, Clayton	119077	.00	2,878.75	2,878.75
5715 Riker, Payton	119078	.00	2,129.95	2,129.95
4556 Rollins, James	119079	.00	2,439.50	2,439.50
5694 Russell, Jonathen Philip	119080	.00	2,225.90	2,225.90
4433 Sampson, Matthew Alan	119081	.00	4,189.05	4,189.05
4343 Sanchez, Donovan Joseph	119082	.00	3,182.26	3,182.26
3439 Schultz, Theresa Christine	119083	.00	2,018.00	2,018.00
5582 Silva Ortiz, Jose G	119084	.00	3,187.97	3,187.97
3404 Stanley, David Alan Jr.	119085	.00	4,173.71	4,173.71
3404 Stanley, David Alan Jr.	119086	.00	350.00	350.00
6101 Turek, Andrew Paul	119087	.00	1,978.42	1,978.42
3305 Battcher, John	119088	.00	2,983.36	2,983.36
3035 Britton, Daniel	119089	.00	4,767.01	4,767.01
4116 George, John Arthur	119090	.00	3,794.13	3,794.13
3505 Grant, Ryan David	119091	.00	4,201.12	4,201.12
5152 Graves, Jessica Lynn	119092	.00	3,333.72	3,333.72
3436 Jasperson, Edward W	119093	.00	3,767.34	3,767.34
3418 Jenkins, Nadine Yvonne	119094	.00	3,619.89	3,619.89
4394 Jones, Tyler A	119095	.00	3,180.60	3,180.60
5946 Poling, Denielle Lynn	119096	.00	1,807.40	1,807.40
3401 Schultz, Steven D	119097	.00	3,252.91	3,252.91
3399 Storke, Jonathan D	119098	.00	3,658.14	3,658.14
3312 Tipton, Linda Jane	119099	.00	1,840.05	1,840.05
5019 Warfield, Steven William	119100	.00	2,870.57	2,870.57
3608 Wharton, Scott W	119101	.00	3,644.59	3,644.59
4398 Williamson, Brandon J	119102	.00	2,790.44	2,790.44
4131 Young, Ryan Robert	119103	.00	3,205.11	3,205.11
4015 Karosich, Kevin Charles	119104	.00	2,807.42	2,807.42
4531 Koontz, Brenton Robert	119105	.00	2,422.61	2,422.61
4244 Meyer, John	119106	.00	2,837.92	2,837.92
5477 Begovich, Cody	119107	.00	3,521.98	3,521.98
4557 Brown, Mark	119108	.00	3,143.86	3,143.86
5454 Copp, Keenan	119109	.00	2,208.57	2,208.57
5110 Cunningham, Jeremy	119110	.00	3,282.80	3,282.80
5848 Cunningham, Taylor	119111	.00	2,971.75	2,971.75
4070 Davis, Justin	119112	.00	3,230.32	3,230.32
5619 Del Soldato, Cody	119113	.00	2,211.96	2,211.96
5047 DeRosa, Salvatore	119114	.00	2,680.27	2,680.27
3226 Duffy, Robert	119115	.00	5,293.36	5,293.36
3340 Eissinger, Erik	119116	.00	2,572.87	2,572.87
3634 Flagg, Marshall	119117	.00	3,054.09	3,054.09
3571 Goldwater, Michael Beamer	119118	.00	2,516.92	2,516.92

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5137 Graves, Stephen Michael	119119	.00	3,877.79	3,877.79
5919 Heffner, Jared Cortlen	119120	.00	2,631.18	2,631.18
5097 Hickman, Zachary D	119121	.00	3,595.90	3,595.90
5111 Hodges, Joshua Adam	119122	.00	2,952.53	2,952.53
5062 Holdridge, Tyree	119123	.00	2,482.87	2,482.87
5693 Incopero, Noah Thomas	119124	.00	3,222.73	3,222.73
4488 Jacobsen, Bruce M	119125	.00	3,792.76	3,792.76
5595 Jacquez, Suselly Gonzalez	119126	.00	2,446.27	2,446.27
5595 Jacquez, Suselly Gonzalez	119127	.00	100.00	100.00
5138 Jenkins, Eric Robert William	119128	.00	2,639.34	2,639.34
4360 Johnsen, Jeffrey	119129	.00	3,650.59	3,650.59
3407 Koontz, Richard JR	119130	.00	4,215.06	4,215.06
3577 Kruger, Joel L	119131	.00	3,027.91	3,027.91
4322 Lenz, John Christian	119132	.00	2,439.70	2,439.70
4598 Lewis, Kevin Zachary	119133	.00	2,766.76	2,766.76
3435 Marshall, Geoffrey S	119134	.00	2,492.36	2,492.36
5265 Martinez, Thomas	119135	.00	2,820.01	2,820.01
5109 Michitarian, Conner	119136	.00	3,300.40	3,300.40
5990 Miller, MacKenzie Gwyn	119137	.00	1,797.78	1,797.78
3405 Miller, Ronald	119138	.00	2,931.41	2,931.41
4460 Miller, Steven	119139	.00	4,082.72	4,082.72
5339 Oakes, Robert	119140	.00	3,692.48	3,692.48
4483 OSullivan, Luke	119141	.00	3,329.55	3,329.55
2216 Rodriguez, Richard	119142	.00	4,252.90	4,252.90
4375 Russell, Seth	119143	.00	3,465.30	3,465.30
5321 Sepulveda, William Michael Anthony	119144	.00	2,199.15	2,199.15
4604 Short, Derek Clayton	119145	.00	2,967.10	2,967.10
6072 Smith, Stephen Wyatt	119146	.00	2,572.08	2,572.08
4882 Stebel, Maciej	119147	.00	2,684.66	2,684.66
5051 Strachan, Grace Louise	119148	.00	2,332.52	2,332.52
5051 Strachan, Grace Louise	119149	.00	250.00	250.00
5855 Tersteege, Zachariah John	119150	.00	3,781.26	3,781.26
5602 Thorne, Clinton Garrett	119151	.00	3,031.23	3,031.23
5703 Warren, Erik Anthony	119152	.00	2,053.52	2,053.52
4938 West, Mariah Cathleen	119153	.00	3,058.18	3,058.18
4376 Williams, Justin Hall	119154	.00	3,841.08	3,841.08
3516 Windsor, Adam R	119155	.00	2,865.35	2,865.35
4756 Freeman, Kevin RD	119156	.00	2,808.30	2,808.30
5296 Ferriera, Tylar	119157	.00	1,960.15	1,960.15
5099 Godecke, Rachel Renee	119158	.00	1,927.09	1,927.09
6023 Larsen, Samantha Rae	119159	.00	1,594.03	1,594.03
6018 Peterson, Cheyenne Nicole	119160	.00	1,217.09	1,217.09
5684 Sorrells, Jennifer Ann	119161	.00	2,359.59	2,359.59
6079 Dye, Tanner Ryan	119162	.00	2,434.04	2,434.04
5965 Easton, Kara Rae	119163	.00	3,904.47	3,904.47
5681 Mathes, Erin	119164	.00	1,791.55	1,791.55
5090 Carney, Marilyn	119165	.00	1,891.71	1,891.71
6089 Franz, Sarah Marie	119166	.00	1,654.40	1,654.40
5831 Shoemaker, Francesca Grace	119167	.00	1,625.96	1,625.96
5621 Walker, Courtni Lynn	119168	.00	2,007.91	2,007.91
5246 Weidner, Amy Colleen	119169	.00	1,674.26	1,674.26
3557 Wilfert, Kristin L	119170	.00	2,567.95	2,567.95
5807 Edwards, Rebecca	119171	.00	2,658.26	2,658.26
4603 Goelz, Sandra Delores	119172	.00	2,602.06	2,602.06
3346 Kabat, Lorraine	119173	.00	866.21	866.21
3257 Williams, Bobbie Ruth	119174	.00	4,985.43	4,985.43
5892 Eady, Janice	119175	.00	2,399.73	2,399.73
3682 Plante, Erin	119176	.00	2,740.35	2,740.35
1724 Seddon, John James	119177	.00	3,533.55	3,533.55

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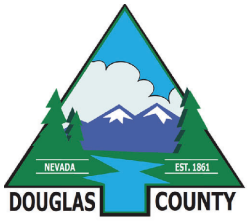
Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5187 Barnes, Jacqueline	119178	.00	810.51	810.51
5187 Barnes, Jacqueline	119179	.00	200.00	200.00
5187 Barnes, Jacqueline	119180	.00	700.00	700.00
4835 Wagoner, Leanne Christine	119181	.00	3,737.36	3,737.36
4916 Gonzales, Sallie Marie	119182	.00	2,039.04	2,039.04
1889 Myers, Kasey	119183	.00	2,628.18	2,628.18
4851 Thomas, Nicole Luwelle	119184	.00	3,409.49	3,409.49
5373 Aymami, David	119185	.00	728.61	728.61
3103 Carter, Trina	119186	.00	1,745.44	1,745.44
5318 Cooper, Timothy	119187	.00	1,015.39	1,015.39
4197 Harding, William Joseph	119188	.00	928.65	928.65
4786 Kuehn, Thomas James	119189	.00	862.36	862.36
3659 Lindsay, Eric D	119190	.00	3,473.34	3,473.34
3659 Lindsay, Eric D	119191	.00	100.00	100.00
5422 Marshall, Gary D	119192	.00	755.61	755.61
4407 Roberts, Erik	119193	.00	802.02	802.02
3282 Schemenauer, Jeffrey M	119194	.00	4,131.84	4,131.84
3592 Schramm, George Lawrence	119195	.00	2,247.76	2,247.76
3448 Vido, Leslie S	119196	.00	2,594.74	2,594.74
4563 Casper, Richard Barry	119197	.00	4,633.09	4,633.09
6051 Cazares, Angelika Natalie	119198	.00	1,785.86	1,785.86
4554 Davis, Tammy	119199	.00	2,919.70	2,919.70
4262 Frank, Juley Ann	119200	.00	2,091.34	2,091.34
4007 Gregory, Cynthea Anne	119201	.00	1,845.73	1,845.73
4007 Gregory, Cynthea Anne	119202	.00	2,800.00	2,800.00
5121 Hames, Alex Arthur	119203	.00	4,735.29	4,735.29
5414 Hellman, William Kent	119204	.00	3,048.02	3,048.02
3336				
4249 Levin, Erik Alexander	119206	.00	5,960.67	5,960.67
5344 Mazza, Chelsea	119207	.00	4,565.85	4,565.85
5955 Murphy, William	119208	.00	3,843.44	3,843.44
6006 Nelson, Kallie	119209	.00	3,365.72	3,365.72
4187 Putzer, Brian	119210	.00	3,567.08	3,567.08
4401 Ritchie, Douglas	119211	.00	4,594.89	4,594.89
4401 Ritchie, Douglas	119212	.00	135.00	135.00
5995 Romero, Michele Mary	119213	.00	1,517.16	1,517.16
5858 Sibley, James Blake	119214	.00	4,357.72	4,357.72
5825 Simmons, Shannon Noel	119215	.00	2,092.94	2,092.94
5284 Teter, Jessica Lynn	119216	.00	1,762.53	1,762.53
6073 Thompson, Kristina	119217	.00	1,819.82	1,819.82
5497 Towne, Bethany Ann	119218	.00	3,574.75	3,574.75
4521 Wadle, Zachary Jerome	119219	.00	4,196.96	4,196.96
4382 Williams, Lea Elise	119220	.00	1,998.03	1,998.03
4958 Cady, Kelly	119221	.00	3,141.34	3,141.34
3543 Hamer, Daniel Monroe	119222	.00	3,031.57	3,031.57
5698 Harris, Krysinthia J	119223	.00	2,003.99	2,003.99
3410 Hastings-Molyneux, Dominic I	119224	.00	3,370.26	3,370.26
4639 Jones, Jessica	119225	.00	2,428.47	2,428.47
5678 Mangiaracina, Sara Rene	119226	.00	2,566.10	2,566.10
6013 Meddles, Jessica Ashlynn	119227	.00	1,723.44	1,723.44
3363 Morris, Tamara	119228	.00	4,022.74	4,022.74
4151 Nicoll, Kenneth	119229	.00	3,045.40	3,045.40
5503 Orozco, Andres	119230	.00	2,125.40	2,125.40
6030 Andrews, Barrett Brynn George	119231	.00	2,245.92	2,245.92
5656 Arvizu, Julian	119232	.00	1,887.01	1,887.01
6028 Bellamy, Mastor Xavier Lamont	119233	.00	2,971.66	2,971.66
5731 Bennettlease, Ibeth	119234	.00	596.56	596.56
5894 Blanhir Ramirez, Jessie	119235	.00	1,720.16	1,720.16
5690 Bryant, Trevor	119236	.00	1,818.26	1,818.26

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4718 Camp, Allen	119237	.00	2,045.40	2,045.40
5833 Chavez, Ariel Michelle	119238	.00	1,719.44	1,719.44
3003 Chichester, Ross	119239	.00	107.40	107.40
5909 Cook, Mark	119240	.00	2,814.58	2,814.58
5609 Damiani, Chelsea	119241	.00	1,909.94	1,909.94
5609 Damiani, Chelsea	119242	.00	1,270.00	1,270.00
6046 Dickenson, Jesse James	119243	.00	1,691.59	1,691.59
6038 Drabant, Elizabeth Jean	119244	.00	2,323.10	2,323.10
5478 Garcia, Michelle Maria	119245	.00	2,534.53	2,534.53
4710 Grant Doney, Shawn R	119246	.00	2,456.91	2,456.91
5389 Grant, Teagan Ashley	119247	.00	3,730.56	3,730.56
4494 Heimark, Caitlin Yvonne	119248	.00	2,543.61	2,543.61
6039 Hennarty, Aimee Michele	119249	.00	2,137.98	2,137.98
6077 Hennarty, Daniel Robert	119250	.00	1,978.79	1,978.79
6014 Jackson, Justus Terrell	119251	.00	2,147.55	2,147.55
5857 Jenkins, Kevin Ryan	119252	.00	1,935.51	1,935.51
3502 Keith, Lesley Jeanette	119253	.00	3,468.74	3,468.74
5476 Klemm, Paul Jeffrey Lazatin	119254	.00	390.84	390.84
5998 Kovacs, Haley Ann	119255	.00	1,800.72	1,800.72
5366 Leman, Sam John	119256	.00	1,940.13	1,940.13
6007 Maes, Cecilia Anita	119257	.00	1,970.34	1,970.34
5662 McClintock, Carol	119258	.00	1,781.17	1,781.17
5623 Meeks, Casey	119259	.00	1,930.05	1,930.05
6029 Miller, Daniel Hunt	119260	.00	1,903.95	1,903.95
4809 Ong, Jacqueline	119261	.00	3,105.88	3,105.88
5837 Ong, Maria-Veronica	119262	.00	2,223.58	2,223.58
5934 Parris, Zachary	119263	.00	1,780.82	1,780.82
5974 Shope, Edward G	119264	.00	2,007.70	2,007.70
5027 Simpson, Christopher Chad	119265	.00	2,346.08	2,346.08
4558 Smith, Cory A	119266	.00	2,963.57	2,963.57
1546 Smith, Nicolette Adelle	119267	.00	2,309.96	2,309.96
6102 Stocking, Jessica Linnea	119268	.00	4,376.58	4,376.58
4169 Sullivan, Anthony Reamonh Zunino	119269	.00	3,129.45	3,129.45
4517 Talia, Cindy Marie	119270	.00	2,438.21	2,438.21
5155 Thornton, Daniel Howard	119271	.00	1,811.73	1,811.73
5058 Aguilar, Kestrel	119272	.00	110.79	110.79
5443 Bandbaz, Zahra	119273	.00	2,036.51	2,036.51
5932 Conway, Brian Robert	119274	.00	98.59	98.59
5905 Davidson, Rain	119275	.00	1,602.64	1,602.64
3664 Deleon, Christian	119276	.00	2,654.76	2,654.76
6081 Feemster, Daniel Ryan	119277	.00	2,306.58	2,306.58
6086 Guzman, Monica Lee	119278	.00	1,917.03	1,917.03
6012 Johnson-Bonin, Breauna Kay	119279	.00	1,855.27	1,855.27
4837 Leskovic, Aimee	119280	.00	248.96	248.96
5670 Miller, Shane	119281	.00	1,996.64	1,996.64
3416 Peterson, James	119282	.00	2,421.96	2,421.96
6048 Reiss, Mark Richard	119283	.00	1,857.55	1,857.55
5842 Tom, Shaylyn Renee	119284	.00	2,036.74	2,036.74
3227 Zehren, Kristina	119285	.00	3,624.32	3,624.32
5861 Iannacchione, Nathanial David	119286	.00	1,953.63	1,953.63
5094 McAllister, Mike	119287	.00	3,746.24	3,746.24
5851 Garrison, Jenna Marcia	119288	.00	1,927.94	1,927.94
3032				
6031 Henley-Ballard, McKenzie Fay	119290	.00	1,597.94	1,597.94
4155 Huntington, Mindi Jo	119291	.00	2,306.29	2,306.29
6004 Lange, Jessica M	119292	.00	1,334.44	1,334.44
5581 Warren, Jolene Vonda	119293	.00	2,376.22	2,376.22
5832 White, Kaitlyn R	119294	.00	1,835.33	1,835.33
6053 Cardenas Zuniga, Maricela	119295	.00	1,594.40	1,594.40



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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6021				
5149 Ledezma, Miguel Angel	119297	.00	2,153.40	2,153.40
4498 Moore, Sandra	119298	.00	2,116.59	2,116.59
3515 Doan, Yvette	119299	.00	3,650.89	3,650.89
3266 Lash, Diana	119300	.00	2,173.40	2,173.40
4628 Meddles, Jake	119301	.00	2,501.38	2,501.38
5587 Reshaw, Albert	119302	.00	907.34	907.34
4874 Roberts, David JR	119303	.00	3,437.01	3,437.01
5863 Vidovich, Danton Robert	119304	.00	814.75	814.75
4653 Erb, Jon	119305	.00	4,232.16	4,232.16
4778 Nordloh, Joshua	119306	.00	2,939.98	2,939.98
5844 Conroy, Jordyn	119307	.00	1,188.56	1,188.56
5844 Conroy, Jordyn	119308	.00	250.00	250.00
4332 Dallaire, Thomas	119309	.00	4,674.83	4,674.83
5938 Dreiske, Susan	119310	.00	1,726.23	1,726.23
5929 Hannah, Ashley	119311	.00	1,655.05	1,655.05
3494 Pawling, Andrea	119312	.00	3,368.62	3,368.62
5630 Ramirez, Betty	119313	.00	1,034.43	1,034.43
4762 Reno, Ann	119314	.00	1,271.46	1,271.46
6019 Davidson, Jeremy D	119315	.00	2,453.02	2,453.02
4392 Davis, Timothy	119316	.00	3,268.30	3,268.30
1159 Mccann, Jerry	119317	.00	14,251.64	14,251.64
5893 McQuain, Michael	119318	.00	2,092.21	2,092.21
4586 Nadler, Nicholas	119319	.00	2,121.74	2,121.74
5686 Simko, George Bradley	119320	.00	2,293.41	2,293.41
5319 Spates, Rebecca Marie	119321	.00	2,180.87	2,180.87
4283 Doherty, Linda	119322	.00	2,230.82	2,230.82
5817 Moroles ONeil, Kathryn	119323	.00	3,076.45	3,076.45
3452 Rao, Lucille	119324	.00	2,357.87	2,357.87
4838 Thran Zepeda, Coleen	119325	.00	2,032.76	2,032.76
3014 Broersma, Eric	119326	.00	2,249.27	2,249.27
5912 Cowin, John	119327	.00	2,236.88	2,236.88
5471 Hutchings, Jeremy Jon	119328	.00	3,392.68	3,392.68
3702 Morelli, Natalia	119329	.00	2,862.01	2,862.01
6036 Pettersen, Paul Quist	119330	.00	2,006.78	2,006.78
1817 Resnik, Barbra	119331	.00	3,541.62	3,541.62
4393 Stevens, Leanna Claire	119332	.00	2,359.37	2,359.37
5711 Etchegoyhen, Mary	119333	.00	1,718.92	1,718.92
6032 Felten, Michael C	119334	.00	2,146.93	2,146.93
5654 Harwood, Bonnie Deann	119335	.00	2,278.48	2,278.48
5847 Hay, Katie Lynn	119336	.00	1,753.72	1,753.72
5891 Jacobson-Gentry, Julie	119337	.00	2,594.63	2,594.63
5615 Moroles-ONeil, Rachel	119338	.00	2,610.30	2,610.30
5808 Strehlow, Ernie Kenneth	119339	.00	3,478.56	3,478.56
5353 Hubbard, Nicole Renee	119340	.00	2,430.81	2,430.81
3476 Leeper, Veronica Irmgard	119341	.00	2,238.29	2,238.29
5978 Peterson-Burrier, Lisa Ann	119342	.00	1,787.34	1,787.34
4627 Ritger, Philip	119343	.00	4,575.25	4,575.25
5347 Robillard, Richard	119344	.00	4,185.76	4,185.76
5347 Robillard, Richard	119345	.00	100.00	100.00
5933 Sponcey, Sheryl	119346	.00	1,732.79	1,732.79
5933 Sponcey, Sheryl	119347	.00	250.00	250.00
6078 Williams, Dawn Darice	119348	.00	2,012.74	2,012.74
6034 Blanchette, Riley Adam	119349	.00	1,635.31	1,635.31
5988 Cottrill, Timothy Vernon	119350	.00	1,977.02	1,977.02
5085 DuBlanc, Brian	119351	.00	2,088.28	2,088.28
5387 Eichhorst, Wyatt	119352	.00	2,254.14	2,254.14
5107 Hunter, Danny D-Jay	119353	.00	2,133.40	2,133.40
5865 Kunich, Kevin Michael	119354	.00	1,475.42	1,475.42

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5953 MacDonnell, Jeffrey T	119355	.00	3,613.53	3,613.53
5131 McCulloch, Carl	119356	.00	2,654.52	2,654.52
4223 Porcari, Brian	119357	.00	2,390.89	2,390.89
4223 Porcari, Brian	119358	.00	400.00	400.00
5103 Wolff, Richard Peter	119359	.00	2,574.45	2,574.45
5487 Bengoechea, Levi	119360	.00	1,931.26	1,931.26
3614 Manzano, Victor Gerard	119361	.00	2,541.74	2,541.74
5158 McGoldrick, James	119362	.00	1,937.36	1,937.36
5805 Thomas, Hunter Phillip	119363	.00	1,789.42	1,789.42
3504 Weferling, Duane Robert	119364	.00	2,897.48	2,897.48
5732 Donat, Nicholas	119365	.00	2,093.77	2,093.77
5722 Gonsalves, Anthony David	119366	.00	2,384.44	2,384.44
5996 Johnson, Adrian Keith	119367	.00	2,961.53	2,961.53
4065 Kinser, Auston G	119368	.00	3,531.34	3,531.34
5734 Kinser, Justin Glen	119369	.00	2,200.16	2,200.16
5964 Kolda, Ryan A	119370	.00	3,154.17	3,154.17
5450 Laird, Pablo Arthur	119371	.00	1,914.34	1,914.34
3441 Melandow, Gregory W	119372	.00	4,752.95	4,752.95
5611 Michalak, Jeffery	119373	.00	2,691.48	2,691.48
5906 Schmidt, Brian	119374	.00	1,762.97	1,762.97
5733 Smallen, Aaron M	119375	.00	1,893.32	1,893.32
4127 Taflin, Thomas A	119376	.00	2,832.66	2,832.66
5657 White, Thomas Paul	119377	.00	2,979.12	2,979.12
4509 Charles, Nicholas	119378	.00	3,320.91	3,320.91
5728 Larrance, Christine Anna-Marie	119379	.00	1,916.57	1,916.57
5659 Smith, Nathaniel David	119380	.00	2,853.76	2,853.76
5035 Aalgaard, Erik	119381	.00	2,078.51	2,078.51
5993 Fogerson, Anjanette Bywater	119382	.00	2,537.47	2,537.47
5836 Johnson, Sarah Beth	119383	.00	2,654.13	2,654.13
4765 Martinez, Jodi	119384	.00	3,016.71	3,016.71
6103 Selcer-Kannan, Cheryseis Edra	119385	.00	2,394.73	2,394.73
5911 Stage, Karen	119386	.00	1,369.96	1,369.96
5940 Torres, Lisa Marie	119387	.00	2,233.89	2,233.89
5001 Aschenbach, Noemi	119388	.00	3,305.55	3,305.55
5166 Baumann, Tamara	119389	.00	3,141.11	3,141.11
5166 Baumann, Tamara	119390	.00	1,000.00	1,000.00
5368 Herrera-Alem, Karina	119391	.00	1,303.09	1,303.09
5010 Rasner, Rachael	119392	.00	3,619.06	3,619.06
5716 Cusack, Kristin	119393	.00	2,135.35	2,135.35
5716 Cusack, Kristin	119394	.00	400.00	400.00
5818 Davis, Carolyn	119395	.00	1,894.58	1,894.58
5658 Rich, Christina	119396	.00	1,353.53	1,353.53
5186 Schenzel, Lisa Ann	119397	.00	1,381.12	1,381.12
4875 Macdonnell, Heather	119398	.00	2,143.44	2,143.44
4875 Macdonnell, Heather	119399	.00	1,000.00	1,000.00
6085 Riesner, Anke S	119400	.00	1,555.89	1,555.89
6100 Adamson, Blayney Elizabeth	119401	.00	1,819.81	1,819.81
5612 Aggarwal, Ankur	119402	.00	1,798.58	1,798.58
5852 Baylis, Mark	119403	.00	2,223.81	2,223.81
5736 Brewer, Brianna	119404	.00	2,059.94	2,059.94
6016 Chavez, Amy Renee	119405	.00	1,837.37	1,837.37
5992 Deen, Alexandra Elizabeth	119406	.00	1,774.54	1,774.54
5943 Finster, Brent Edwin	119407	.00	3,405.84	3,405.84
3229 Gochenouer, Debra	119408	.00	2,686.74	2,686.74
6099 Guajardo, Tara Cecilia	119409	.00	1,975.74	1,975.74
5939 Hagenbach, Cassidy	119410	.00	1,897.12	1,897.12
4862 Hall, Kaitlyn Cassandra Rose	119411	.00	2,688.93	2,688.93
5999 Hanson, Megan Lee	119412	.00	1,838.70	1,838.70
3522 Mccandless, Nonie	119413	.00	3,481.98	3,481.98

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6080 Salas, Julia Marie	119414	.00	1,675.45	1,675.45
4749 Seeley, Edward Norman	119415	.00	3,287.88	3,287.88
6082 Snight, Laurel Jeanne	119416	.00	1,612.30	1,612.30
6082 Snight, Laurel Jeanne	119417	.00	179.14	179.14
5903 Victor, Aubrey Louise	119418	.00	1,634.50	1,634.50
3230 Woods, Cirra Alaire	119419	.00	3,103.68	3,103.68
5727 Anderson, Melinda	119420	.00	1,465.08	1,465.08
3549 Begovich, Jacqueline	119421	.00	2,273.80	2,273.80
4940 Brackett, Jeffrey	119422	.00	408.08	408.08
5485 Broumley, Cheryl	119423	.00	1,542.76	1,542.76
5674 Buma At, Ve	119424	.00	1,302.51	1,302.51
5048 Calabrese, Jennifer	119425	.00	1,951.73	1,951.73
5048 Calabrese, Jennifer	119426	.00	375.00	375.00
5135 Colley, Kathleen	119427	.00	88.98	88.98
4650 Cunningham, Kimbrely Ann	119428	.00	1,209.27	1,209.27
4825 Diedrichsen, John	119429	.00	1,502.12	1,502.12
4856 Grimes, Tanya Jean	119430	.00	1,748.72	1,748.72
3341 Gurule, Patricia A	119431	.00	2,173.14	2,173.14
4424 Kozerski, Russell Roman	119432	.00	1,784.28	1,784.28
6088 Losey, Hayden Brooke	119433	.00	1,344.56	1,344.56
5115 Nkala, Bethwell	119434	.00	1,973.74	1,973.74
4931 Perez, Irma	119435	.00	1,754.40	1,754.40
4681 Peterson, Richard	119436	.00	2,035.99	2,035.99
1676 Reid, Amanda	119437	.00	2,703.14	2,703.14
5492 Sickler, Andrew E	119438	.00	1,084.58	1,084.58
3369 Skaggs, Linda Joyce	119439	.00	2,660.12	2,660.12
5108 Spotts, Susan Ruth	119440	.00	1,736.80	1,736.80
6037 Stulik, Steven Charles	119441	.00	919.47	919.47
4933 Thomas, Diana R	119442	.00	2,001.46	2,001.46
5381 Walker, Michael John	119443	.00	1,885.90	1,885.90
6001 Warner, Thomas J	119444	.00	2,994.11	2,994.11
5287 Wilkinson, Victoria Laverne	119445	.00	1,515.97	1,515.97
5896 Al Hebshi, Yasmeen Lea Traxler	119446	.00	2,539.54	2,539.54
5720 Bells, Vanna	119447	.00	2,392.57	2,392.57
3271 Davis, Luise	119448	.00	2,933.01	2,933.01
5813 DeGhelder, Timothy	119449	.00	4,337.04	4,337.04
5663 Gonzalez, Irene Danielle	119450	.00	1,827.29	1,827.29
5060 Hallam, Veronica Lyn	119451	.00	2,679.58	2,679.58
5712 Holle, Jessica Marie	119452	.00	963.28	963.28
6003 Kaleel, Theodore Dean	119453	.00	2,059.63	2,059.63
5972 Magnante, Willow Nicole	119454	.00	1,524.92	1,524.92
5634 McAfee, Corona Shea	119455	.00	287.59	287.59
6027 Saldana, Angela	119456	.00	334.49	334.49
5714 Sanders, Benjamin Thomas	119457	.00	1,677.83	1,677.83
5273 Soleta, Rachel Velda	119458	.00	1,849.73	1,849.73
5464 Treinen, Laura Suzanne	119459	.00	2,985.31	2,985.31
5132 Weber, Kathleen Alexandra	119460	.00	1,709.02	1,709.02
5448 Williams, Kaleigh Maureen	119461	.00	1,660.53	1,660.53
5171 Wilson, Laurence Edward	119462	.00	2,560.91	2,560.91
6026 York, Ashleigh Elizabeth	119463	.00	439.06	439.06
5140 Canales, Jonathan	119464	.00	2,370.67	2,370.67
5667 Harding, Scott R	119465	.00	1,868.10	1,868.10
4063 Harrison, Jerry	119466	.00	2,561.29	2,561.29
5067 Heldman, John Robert	119467	.00	2,909.99	2,909.99
5053 Kannan, Christopher William	119468	.00	1,730.31	1,730.31
6000 Pegram, Harvey Gilbert	119469	.00	1,616.57	1,616.57
5627 Polkow, Brian	119470	.00	1,898.43	1,898.43
5973 Poppenga II, Dean Edward	119471	.00	1,562.21	1,562.21
4453 Regalado, Jorge	119472	.00	2,178.89	2,178.89

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4103 Stanton, Ryan Lee	119473	.00	3,005.73	3,005.73
4502 Vazquez, Miguel	119474	.00	2,255.91	2,255.91
5066 Everett, Dennis Edward	119475	.00	1,244.82	1,244.82
6091 Mantel, Larry David	119476	.00	1,106.14	1,106.14
5665 Adie, Brook	119477	.00	4,451.20	4,451.20
6017 Bishop, Brant Gregory	119478	.00	2,419.95	2,419.95
5092 Bonar, Geoffrey	119479	.00	2,982.34	2,982.34
4722 Doerr, Scott	119480	.00	2,423.12	2,423.12
4651 Drees-Wasmer, Georgianna	119481	.00	2,488.49	2,488.49
5114 Hubbard, Dennis D.	119482	.00	2,391.39	2,391.39
4935 Logan, Cody Matthew	119483	.00	2,005.07	2,005.07
5482 Ogles, Clayton	119484	.00	1,021.92	1,021.92
5314 Barrie, Marcia	119485	.00	421.13	421.13
6090 Christopher, Corinne Marie	119486	.00	343.98	343.98
4468 Garrison, Karen L	119487	.00	1,205.01	1,205.01
4468 Garrison, Karen L	119488	.00	100.00	100.00
5899 Goin Thomas, Trumona	119489	.00	497.91	497.91
5936 Kelly, Terri Michelle	119490	.00	405.58	405.58
6035 Moreno, Adriana Renae	119491	.00	320.13	320.13
6105 Pendola, Victoria Marie	119492	.00	161.67	161.67
6105 Pendola, Victoria Marie	119493	.00	40.42	40.42
5976 Schuler, Melissa Lynn	119494	.00	854.07	854.07
6024 Torres, Joshua Tyler	119495	.00	353.14	353.14
3244 Ward, Anne Marie	119496	.00	1,369.56	1,369.56
4964 Beberg, Cynthia	119497	.00	1,982.96	1,982.96
5596 Castellanos-Rose, Emma	119498	.00	1,689.58	1,689.58
5613 Cook, Susan	119499	.00	1,450.37	1,450.37
4644 Delallo, Joseph	119500	.00	1,412.95	1,412.95
5416 Lee, Elisa Diane	119501	.00	2,168.57	2,168.57
6093 Loyola Gonzalez, Bianca Itzel	119502	.00	721.69	721.69
4648 Martineau, Kathryn	119503	.00	639.86	639.86
6104 Olson, Raye	119504	.00	605.69	605.69
5856 Ong, Marlo	119505	.00	1,212.31	1,212.31
4636 Pekar, Elliot	119506	.00	1,752.44	1,752.44
5672 Romero-Gudino, Kevin	119507	.00	1,400.45	1,400.45
4337 Summers, Kay Annette	119508	.00	2,608.12	2,608.12
6076 Swanson, Charles Alan	119509	.00	261.14	261.14
6092 Toro, Karla Simone	119510	.00	938.09	938.09
5469 Bring, Glen	119511	.00	1,902.37	1,902.37
5713 Lonnegren, Nicholas Edward	119512	.00	2,310.92	2,310.92
5915 Lowry, Karen	119513	.00	1,302.46	1,302.46
5850 McGee, Lisa	119514	.00	1,214.28	1,214.28
5606 Perez, Christina	119515	.00	1,012.47	1,012.47
4960 Robertson, Staci	119516	.00	1,525.15	1,525.15
5312 Thomas, Anna Pauline	119517	.00	1,223.00	1,223.00
3309 Yaworski, Jessica Leah	119518	.00	1,296.38	1,296.38
5104 Cline, Cole	119519	.00	1,978.68	1,978.68
5918 Harrison, Russell	119520	.00	1,364.02	1,364.02
5687 Martin, Joshua Roy	119521	.00	2,049.68	2,049.68
5260 Murray, Timothy	119522	.00	1,408.92	1,408.92
5588 ODonnell, Sandra	119523	.00	1,534.31	1,534.31
5709 Paterson-Lewis, Heather	119524	.00	959.65	959.65
5942 Ravenelle, Sarah Rose	119525	.00	1,420.05	1,420.05
5631 Unruh, Laura Anne	119526	.00	1,690.48	1,690.48
5688 Woods, Lisa Mary	119527	.00	1,121.38	1,121.38
6098 Wright, Colleen Lorraine	119528	.00	1,031.98	1,031.98
5362 Lyons, Bradley Allen	119529	.00	1,624.17	1,624.17
5985 Parra, Rafael Jessee	119530	.00	1,770.87	1,770.87
5356 Samansky, Jason Travis	119531	.00	2,512.49	2,512.49

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4863 Walker, Courtney Lynn	119532	.00	3,148.79	3,148.79
5626 Werley, Cody Steven	119533	.00	1,826.96	1,826.96
4326 Begovich, Jeff	119534	.00	3,231.60	3,231.60
5355 Calora, Marilyn	119535	.00	1,261.82	1,261.82
5292 Fisher, Christopher	119536	.00	1,861.23	1,861.23
5830 Godecke, Andrew Robert	119537	.00	1,622.72	1,622.72
5332 Hawes, Austin Richard	119538	.00	1,768.86	1,768.86
5059 Norkunas, Daniel	119539	.00	1,763.93	1,763.93
5054 Smith, Rebecca Holly	119540	.00	1,833.65	1,833.65
6043 Aguilar, Carlos Joseph	119541	.00	868.10	868.10
4754 Brown, Alex	119542	.00	2,532.27	2,532.27
5017 Brown, Michelle	119543	.00	2,362.45	2,362.45
5016 Cady, Jeffrey	119544	.00	3,412.05	3,412.05
5320 Camara, Robert	119545	.00	663.48	663.48
4949 Cruz-Alvarez, Saul	119546	.00	1,757.46	1,757.46
5616 Daniels, Anthony	119547	.00	1,816.17	1,816.17
4864 Frisby, John D	119548	.00	5,055.65	5,055.65
6044 Glassburn, Christopher Mickeal	119549	.00	2,350.53	2,350.53
4364 Hamer, Rachel Lea	119550	.00	2,372.23	2,372.23
4445 Kistler, Daniel John	119551	.00	2,233.61	2,233.61
4191 Martin, Jody	119552	.00	2,133.46	2,133.46
6040 McAdoo, Kevin Thomas	119553	.00	3,174.71	3,174.71
5859 Melandow, Meggan Elizabeth	119554	.00	1,477.54	1,477.54
4800 Parke, Jason	119555	.00	3,320.10	3,320.10
6041 Roberts, Drew Edwin	119556	.00	1,784.04	1,784.04
4577 Schurke, Marcie Linn	119557	.00	2,655.18	2,655.18
4872 Sitterley, Freddy	119558	.00	1,911.40	1,911.40
4910 Warne, Brian John	119559	.00	888.67	888.67
6049 Whalen, Danielle Maria	119560	.00	1,603.91	1,603.91
6095 Kamin, Micah A.	119561	.00	1,337.80	1,337.80
4637 Lacost, Geoffrey Alan	119562	.00	3,684.92	3,684.92
3164 Louthan, Carol Ann	119563	.00	3,417.12	3,417.12
5620 Matus, Eric	119564	.00	3,028.50	3,028.50
5806 McRae, Kurt	119565	.00	1,863.11	1,863.11
5839 Mlnarik, Wayne	119566	.00	1,783.55	1,783.55
4021 Nicholson, Marie	119567	.00	2,100.14	2,100.14
4508 Nilssen, Erik	119568	.00	4,310.31	4,310.31
6096 Shaw, Justin Leroy	119569	.00	1,641.60	1,641.60
6097 Wilders, Shawn R	119570	.00	1,203.21	1,203.21
5970 Eissel, Aron Alec	119571	.00	1,651.75	1,651.75
5908 Wittler, Brent James	119572	.00	1,501.82	1,501.82
6025 Zepeda, Luis Gonsalez	119573	.00	1,581.42	1,581.42
5276 Brunz, Emily	119574	.00	2,340.39	2,340.39
4357 Roberts, Monique	119575	.00	900.02	900.02
4808 Kyeremeh, Ignatius Kofi	749773	2,802.78	.00	2,802.78
5931 Tovar, Jessica	749774	1,356.47	.00	1,356.47
3569 Budden, Sherman	749775	635.47	.00	635.47
5018 Sousa, Ricci Gordon	749776	798.49	.00	798.49
5977 Smith, Debbie Anne	749777	755.62	.00	755.62
5957 Campos, Izabela Rubi	749778	300.49	.00	300.49
6042 Dempsey, Ender Jack	749779	230.68	.00	230.68
4043 Tucker, Yolanda Cecelia	749780	764.01	.00	764.01
6107 DiFabio, Michael Joseph	749781	370.17	.00	370.17
5352 Albert, Steven	749782	655.58	.00	655.58
	Grand Totals	$8,669.76	$1,454,527.73	$1,463,197.49
	Total Checks 10			
	Total Direct Deposits 634			

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $626,631.49 FOR CHECKS #749975-750133 AND EFTS #119651-119684, ALL DATED 05-24-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.05.31 15:02:03 -07'00'
ASSISTANT TREASURER

Douglas County
05/24/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/24/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America					
Check	05/24/2024	749975 Accounts Payable	911 Training Institute		209.00
Check	05/24/2024	749976 Accounts Payable	Ace Hardware		1,640.29
Check	05/24/2024	749977 Accounts Payable	Ace Hardware		54.91
Check	05/24/2024	749978 Accounts Payable	Airport Road Storage		107.00
Check	05/24/2024	749979 Accounts Payable	APCO International Inc		3,465.00
Check	05/24/2024	749980 Accounts Payable	Armstrong Consultants Inc		8,706.00
Check	05/24/2024	749981 Accounts Payable	ASJ Small Engines Etc		34.99
Check	05/24/2024	749982 Accounts Payable	AT&T		629.44
Check	05/24/2024	749983 Accounts Payable	AT&T		8,134.00
Check	05/24/2024	749984 Accounts Payable	AT&T Mobility National Accounts LLC		518.89
Check	05/24/2024	749985 Accounts Payable	AT&T Mobility National Accounts LLC		250.12
Check	05/24/2024	749986 Accounts Payable	Atlas Phones		5,950.88
Check	05/24/2024	749987 Accounts Payable	Babcock , John W		130.00
Check	05/24/2024	749988 Accounts Payable	Baker & Taylor		2,242.04
Check	05/24/2024	749989 Accounts Payable	Bank Of America		91,523.41
Check	05/24/2024	749990 Accounts Payable	Bank of New York Mellon (The)		2,283.24
Check	05/24/2024	749991 Accounts Payable	Bennington , Whitney E		130.00
Check	05/24/2024	749992 Accounts Payable	Bentson , James E		3,500.00
Check	05/24/2024	749993 Accounts Payable	Beres , Vanessa		200.00
Check	05/24/2024	749994 Accounts Payable	Blue Owl Pest Control		130.00
Check	05/24/2024	749995 Accounts Payable	Bob Barker Company Inc		348.70
Check	05/24/2024	749996 Accounts Payable	Brown , Brenda		1,000.00
Check	05/24/2024	749997 Accounts Payable	Buddington , Donna		660.00
Check	05/24/2024	749998 Accounts Payable	Buffo's Refrigeration		262.91
Check	05/24/2024	749999 Accounts Payable	Burgans , Amy		45.25
Check	05/24/2024	750000 Accounts Payable	CA Group Inc		8,365.00
Check	05/24/2024	750001 Accounts Payable	Carr , Brian		32.25
Check	05/24/2024	750002 Accounts Payable	Carson City Landfill		24,516.36
Check	05/24/2024	750003 Accounts Payable	Carson Valley Health		600.00
Check	05/24/2024	750004 Accounts Payable	Charter Communications Operating LLC		2,972.20
Check	05/24/2024	750005 Accounts Payable	CLIA Laboratory Program		297.00
Check	05/24/2024	750006 Accounts Payable	Codale Electric Supply Inc		98.30
Check	05/24/2024	750007 Accounts Payable	Commercial Equipment Source		262.50
Check	05/24/2024	750008 Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges ,		180.00

Douglas County

05/24/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/24/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
				Dan		
Check	05/24/2024	750009	Accounts Payable	Cristich , Cristi L		130.00
Check	05/24/2024	750010	Accounts Payable	Curtis & Sons Construction Inc		336.72
Check	05/24/2024	750011	Accounts Payable	Dell Marketing LP		1,244.45
Check	05/24/2024	750012	Accounts Payable	Desert Hills Fire & Security Systems Inc (ACH)		19,561.00
Check	05/24/2024	750013	Accounts Payable	Douglas County Court Clerk		152.37
Check	05/24/2024	750014	Accounts Payable	Douglas County School District		39,531.21
Check	05/24/2024	750015	Accounts Payable	Douglas County Utilities		4,489.41
Check	05/24/2024	750016	Accounts Payable	DuVarney , Rachelle & Richard		500.00
Check	05/24/2024	750017	Accounts Payable	Edney Tree Service		6,900.00
Check	05/24/2024	750018	Accounts Payable	Edwards , Rebecca		108.54
Check	05/24/2024	750019	Accounts Payable	Eggen , Loren		562.50
Check	05/24/2024	750020	Accounts Payable	Ewing Irrigation Products		7,603.14
Check	05/24/2024	750021	Accounts Payable	Express Systems		428.28
Check	05/24/2024	750022	Accounts Payable	Fletcher , Judith L		130.00
Check	05/24/2024	750023	Accounts Payable	Flyers Energy LLC		2,307.04
Check	05/24/2024	750024	Accounts Payable	Freedom Communication Technologies		2,050.00
Check	05/24/2024	750025	Accounts Payable	Frontier		1,268.79
Check	05/24/2024	750026	Accounts Payable	Frontier		165.21
Check	05/24/2024	750027	Accounts Payable	Frontier		131.57
Check	05/24/2024	750028	Accounts Payable	Gardnerville Water Company		2,890.15
Check	05/24/2024	750029	Accounts Payable	Garvin , Melissa		1,000.00
Check	05/24/2024	750030	Accounts Payable	Goshute Goshute		26.80
Check	05/24/2024	750031	Accounts Payable	Grainger Inc		46.80
Check	05/24/2024	750032	Accounts Payable	Hajoca Company		163.48
Check	05/24/2024	750033	Accounts Payable	Hero Industries Inc		1,815.00
Check	05/24/2024	750034	Accounts Payable	Home Depot - 6978		639.83
Check	05/24/2024	750035	Accounts Payable	Howard , Janise M		130.00
Check	05/24/2024	750036	Accounts Payable	Huckaby , Danielle		249.66
Check	05/24/2024	750037	Accounts Payable	Ink Realty		1,538.90
Check	05/24/2024	750038	Accounts Payable	Institutional Systems Inc		194.12
Check	05/24/2024	750039	Accounts Payable	Jackson Dean , Dorothy		130.00
Check	05/24/2024	750040	Accounts Payable	Jouret , Sharon		15.00
Check	05/24/2024	750041	Accounts Payable	Kansas City Life Group		12,256.75

Douglas County

05/24/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/24/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/24/2024	750042	Accounts Payable	Kawasaki Yamaha of Reno		24,662.40
Check	05/24/2024	750043	Accounts Payable	Keefe Supply Company		565.00
Check	05/24/2024	750044	Accounts Payable	Koepnick , Trish		800.00
Check	05/24/2024	750045	Accounts Payable	Laboratory Corporation of American Holdings		134.00
Check	05/24/2024	750046	Accounts Payable	Language Line Services Inc		37.80
Check	05/24/2024	750047	Accounts Payable	Lawrence , Bruce F		130.00
Check	05/24/2024	750048	Accounts Payable	ManhattanLife Assurance Company		21.38
Check	05/24/2024	750049	Accounts Payable	Mathes , Erin		31.72
Check	05/24/2024	750050	Accounts Payable	McEllistrem , Joseph PhD		4,091.85
Check	05/24/2024	750051	Accounts Payable	McKesson Medical Surgical Inc		1,178.50
Check	05/24/2024	750052	Accounts Payable	Meehan , Jeffrey L		130.00
Check	05/24/2024	750053	Accounts Payable	Meeks Lumber		763.77
Check	05/24/2024	750054	Accounts Payable	Michalik , Vivian Y		130.00
Check	05/24/2024	750055	Accounts Payable	Minden Taxi		210.00
Check	05/24/2024	750056	Accounts Payable	Mountainview Medical Associates PC		1,600.00
Check	05/24/2024	750057	Accounts Payable	Mutz , David & Karen		87.43
Check	05/24/2024	750058	Accounts Payable	Nelson , Eric & Laura		5.44
Check	05/24/2024	750059	Accounts Payable	Nevada Appeal		95.88
Check	05/24/2024	750060	Accounts Payable	NV Energy		3,000.00
Check	05/24/2024	750061	Accounts Payable	NV Energy		33.11
Check	05/24/2024	750062	Accounts Payable	NV Energy		9,663.60
Check	05/24/2024	750063	Accounts Payable	NV Energy		34.79
Check	05/24/2024	750064	Accounts Payable	NV Energy		450.12
Check	05/24/2024	750065	Accounts Payable	NV Energy		41.53
Check	05/24/2024	750066	Accounts Payable	NV State Aging and Disability Services Division		2,990.00
Check	05/24/2024	750067	Accounts Payable	NV State Dept of Conservation & Natural Resources		1,888.25
Check	05/24/2024	750068	Accounts Payable	NV State Division of Environmental Protection		300.00
Check	05/24/2024	750069	Accounts Payable	NV State Division of Environmental Protection		1,551.00
Check	05/24/2024	750070	Accounts Payable	NV State Office of Attorney General		361.00
Check	05/24/2024	750071	Accounts Payable	ODP Business Solutions LLC		563.82
Check	05/24/2024	750072	Accounts Payable	Partnership Douglas County Inc		3,345.93

Douglas County

05/24/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/24/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/24/2024	750073 Accounts Payable	Parts House		66.04
Check	05/24/2024	750074 Accounts Payable	Peak , David N		61.20
Check	05/24/2024	750075 Accounts Payable	Peck , Kristen		130.00
Check	05/24/2024	750076 Accounts Payable	Perkins , Thomas E		825.00
Check	05/24/2024	750077 Accounts Payable	Pitney Bowes Inc		500.46
Check	05/24/2024	750078 Accounts Payable	Red Barn Car Wash		28.00
Check	05/24/2024	750079 Accounts Payable	Redwood Toxicology Laboratory Inc		24.43
Check	05/24/2024	750080 Accounts Payable	Refuse Inc		198.46
Check	05/24/2024	750081 Accounts Payable	Rick's AEC Reprographics Inc		1,500.00
Check	05/24/2024	750082 Accounts Payable	Ricoh USA Inc		748.39
Check	05/24/2024	750083 Accounts Payable	Salt Lake Wholesale Sports		7,185.06
Check	05/24/2024	750084 Accounts Payable	Secretary of State		20.00
Check	05/24/2024	750085 Accounts Payable	Shaffer , Julene		130.00
Check	05/24/2024	750086 Accounts Payable	Sierra Nevada Construction Inc		82,808.65
Check	05/24/2024	750087 Accounts Payable	Sierra Select		640.00
Check	05/24/2024	750088 Accounts Payable	Sierra Steam Carpet Care LLC		1,367.80
Check	05/24/2024	750089 Accounts Payable	Silver State Analytical Laboratories Inc		2,111.00
Check	05/24/2024	750090 Accounts Payable	Silver State Industries		14,549.00
Check	05/24/2024	750091 Accounts Payable	Simon , Fred J , JR		486.50
Check	05/24/2024	750092 Accounts Payable	Sippola , Reena Gull		760.00
Check	05/24/2024	750093 Accounts Payable	SoSuTV Corp		5,636.00
Check	05/24/2024	750094 Accounts Payable	Southwest Gas		2,113.15
Check	05/24/2024	750095 Accounts Payable	Southwest Gas		450.00
Check	05/24/2024	750096 Accounts Payable	Stericycle Inc		74.00
Check	05/24/2024	750097 Accounts Payable	Sysco Food Services of Sacramento		2,556.78
Check	05/24/2024	750098 Accounts Payable	Sysco Food Services of Sacramento		3,842.73
Check	05/24/2024	750099 Accounts Payable	Sysco Food Services of Sacramento		5,590.79
Check	05/24/2024	750100 Accounts Payable	The Moore Law Group APC		936.59
Check	05/24/2024	750101 Accounts Payable	TID Systems		4,997.00
Check	05/24/2024	750102 Accounts Payable	Torvik , Thomas W		130.00
Check	05/24/2024	750103 Accounts Payable	TriZetto Provider Solutions LLC		558.06
Check	05/24/2024	750104 Accounts Payable	TruePoint Solutions LLC		4,455.00
Check	05/24/2024	750105 Accounts Payable	Uniformity of Nevada LLC		1,216.56
Check	05/24/2024	750106 Accounts Payable	United Rentals		621.00
Check	05/24/2024	750107 Accounts Payable	United Rentals		56.16

Douglas County

05/24/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/24/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/24/2024	750108	Accounts Payable	University of Nevada, Reno		12,995.45
Check	05/24/2024	750109	Accounts Payable	University of Nevada, Reno		10.00
Check	05/24/2024	750110	Accounts Payable	US Foods Inc		1,002.87
Check	05/24/2024	750111	Accounts Payable	US Foods Inc		3,094.33
Check	05/24/2024	750112	Accounts Payable	USA Fleet Solutions		277.80
Check	05/24/2024	750113	Accounts Payable	USABluebook		1,945.16
Check	05/24/2024	750114	Accounts Payable	Ventek International		864.71
Check	05/24/2024	750115	Accounts Payable	Verizon Wireless		440.11
Check	05/24/2024	750116	Accounts Payable	VSP Vision Care Inc (AT)		5,802.59
Check	05/24/2024	750117	Accounts Payable	Ward , Adrianna		27.41
Check	05/24/2024	750118	Accounts Payable	Warfield , Steven		401.00
Check	05/24/2024	750119	Accounts Payable	Washington National Insurance Co		35.76
Check	05/24/2024	750120	Accounts Payable	Washoe County Crime Lab		1,919.75
Check	05/24/2024	750121	Accounts Payable	West Coast Code Consultants Inc		3,895.00
Check	05/24/2024	750122	Accounts Payable	Western Nevada Supply Co		1,825.13
Check	05/24/2024	750123	Accounts Payable	White Water Solutions		339.42
Check	05/24/2024	750124	Accounts Payable	Wilson , Samuel A		130.00
Check	05/24/2024	750125	Accounts Payable	Wood Rodgers Inc		20,388.35
Check	05/24/2024	750126	Accounts Payable	Xerox Corporation		82.10
Check	05/24/2024	750127	Accounts Payable	Yeaman , Guy		180.00
Check	05/24/2024	750128	Accounts Payable	Zimmerman , Rebecca R		130.00
Check	05/24/2024	750129	Accounts Payable	Lowry Aeration Systems Inc (ACH)		1,691.05
Check	05/24/2024	750130	Accounts Payable	Cisco Air Systems Inc (ACH)		8,251.08
Check	05/24/2024	750131	Accounts Payable	Tahoe Property Management (ACH)		1,200.00
Check	05/24/2024	750132	Accounts Payable	Wasp Barcode Technologies (ACH)		5,290.00
Check	05/24/2024	750133	Accounts Payable	ASSA ABLOY Entrance Systems US Inc (ACH)		447.00
EFT	05/24/2024	119651	Accounts Payable	A Sign Shop (ACH)		120.00
EFT	05/24/2024	119652	Accounts Payable	Amazon Business (ACH)		11,142.71
EFT	05/24/2024	119653	Accounts Payable	American Exchange LLC (ACH)		17.60
EFT	05/24/2024	119654	Accounts Payable	Animal Medical Services (ACH)		575.00
EFT	05/24/2024	119655	Accounts Payable	Blackstone Publishing (ACH)		134.14
EFT	05/24/2024	119656	Accounts Payable	Canon Financial Services Inc (ACH)		1,733.62
EFT	05/24/2024	119657	Accounts Payable	Cintas Corporation (ACH)		147.63
EFT	05/24/2024	119658	Accounts Payable	Denco Welding (ACH)		780.54

Douglas County
05/24/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/24/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/24/2024	119659	Accounts Payable	Duke's Plumbing Heating & Air Inc (ACH)		345.00
EFT	05/24/2024	119660	Accounts Payable	Elk Point Plaza LLC (ACH)		360.00
EFT	05/24/2024	119661	Accounts Payable	Family Support Council of Douglas County (ACH)		5,926.18
EFT	05/24/2024	119662	Accounts Payable	Fisher Excavation LLC (ACH)		9,875.00
EFT	05/24/2024	119663	Accounts Payable	Handy Legal Services PC (ACH)		5,625.00
EFT	05/24/2024	119664	Accounts Payable	Hoffman Plumbing (ACH)		195.00
EFT	05/24/2024	119665	Accounts Payable	Holman (ACH) , John R		13,624.78
EFT	05/24/2024	119666	Accounts Payable	Inland Supply Co Inc (ACH)		145.00
EFT	05/24/2024	119667	Accounts Payable	Intermountain Electric Inc (ACH)		1,456.96
EFT	05/24/2024	119668	Accounts Payable	Midwest Tape (ACH)		602.11
EFT	05/24/2024	119669	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		116.14
EFT	05/24/2024	119670	Accounts Payable	Otis Elevator Company (ACH)		2,325.00
EFT	05/24/2024	119671	Accounts Payable	Overhead Fire Protection Inc (ACH)		1,120.00
EFT	05/24/2024	119672	Accounts Payable	PacStates (ACH)		123.75
EFT	05/24/2024	119673	Accounts Payable	R & S Optimum Offset (ACH)		454.00
EFT	05/24/2024	119674	Accounts Payable	Sagebrush Sprouts Preschool		5,828.25
EFT	05/24/2024	119675	Accounts Payable	Spencer Investigations (ACH)		1,568.19
EFT	05/24/2024	119676	Accounts Payable	Summit Plumbing Co LLC (ACH)		1,954.30
EFT	05/24/2024	119677	Accounts Payable	Sweeney (ACH) , Michelle		100.00
EFT	05/24/2024	119678	Accounts Payable	Taggart & Taggart Ltd (ACH)		1,312.00
EFT	05/24/2024	119679	Accounts Payable	UBEO Business Services (ACH)		356.82
EFT	05/24/2024	119680	Accounts Payable	US Bank Equipment Finance (ACH)		261.56
EFT	05/24/2024	119681	Accounts Payable	US Bank Equipment Finance (ACH)		332.86
EFT	05/24/2024	119682	Accounts Payable	US Bank Equipment Finance (ACH)		58.76
EFT	05/24/2024	119683	Accounts Payable	US Bank Equipment Finance (ACH)		721.66
EFT	05/24/2024	119684	Accounts Payable	Walder (ACH) , Kirk Eugene		77.33
1-BOFA Bank of America Totals:				Transactions: 193		$626,631.49

Checks:	159	$557,114.60
EFTs:	34	$69,516.89

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $5,613.19 FOR CHECKS #750135-750166, ALL DATED 05-28-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.05.31 15:03:52 -07'00'
ASSISTANT TREASURER

Douglas County
05/28/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/28/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	05/28/2024	750135	Utility Management Refund	BLAKELY , ROBERT & SHARON		111.22
Check	05/28/2024	750136	Utility Management Refund	CAMPBELL CONSTRUCTION CO INC		1,375.00
Check	05/28/2024	750137	Utility Management Refund	CAMPBELL , JOSEPH & MARTHA		50.00
Check	05/28/2024	750138	Utility Management Refund	CARTER HILL HOMES LLC		23.49
Check	05/28/2024	750139	Utility Management Refund	CAVE ROCK JUNCTION, LLC		39.02
Check	05/28/2024	750140	Utility Management Refund	CONNIE KEATING , JEFFREY FINE &		82.55
Check	05/28/2024	750141	Utility Management Refund	GENOA SPRINGS LLC		153.49
Check	05/28/2024	750142	Utility Management Refund	JC VALLEY KNOLLS		136.62
Check	05/28/2024	750143	Utility Management Refund	JC VALLEY KNOLLS		41.10
Check	05/28/2024	750144	Utility Management Refund	JC VALLEY KNOLLS		41.10
Check	05/28/2024	750145	Utility Management Refund	JC Valley Knolls LLC		41.10
Check	05/28/2024	750146	Utility Management Refund	JC Valley Knolls LLC		57.45
Check	05/28/2024	750147	Utility Management Refund	JC Valley Knolls LLC		29.90
Check	05/28/2024	750148	Utility Management Refund	JC Valley Knolls LLC		24.46
Check	05/28/2024	750149	Utility Management Refund	JC Valley Knolls LLC		24.46
Check	05/28/2024	750150	Utility Management Refund	JC Valley Knolls LLC		78.83
Check	05/28/2024	750151	Utility Management Refund	JC Valley Knolls LLC		76.27
Check	05/28/2024	750152	Utility Management Refund	JC Valley Knolls LLC		73.83
Check	05/28/2024	750153	Utility Management Refund	JC Valley Knolls LLC		73.71
Check	05/28/2024	750154	Utility Management Refund	JC Valley Knolls LLC		158.80
Check	05/28/2024	750155	Utility Management Refund	KNOX EXCAVATING INC		599.67
Check	05/28/2024	750156	Utility Management Refund	MESSER , BETTE		214.73
Check	05/28/2024	750157	Utility Management Refund	MOUNTAIN MEADOW ESTATES LLC		85.86
Check	05/28/2024	750158	Utility Management Refund	MOUNTAIN MEADOW ESTATES LLC		24.79
Check	05/28/2024	750159	Utility Management Refund	MOUNTAIN MEADOW ESTATES LLC		64.56
Check	05/28/2024	750160	Utility Management Refund	MOUNTAIN MEADOW ESTATES LLC		67.59
Check	05/28/2024	750161	Utility Management Refund	MURPHY , DENNIS & ALETA		275.00
Check	05/28/2024	750162	Utility Management Refund	QUALCON CONTRACTORS, INC		1,099.83
Check	05/28/2024	750163	Utility Management Refund	ROWLAND LIVING TRUST		108.84
Check	05/28/2024	750164	Utility Management Refund	SERGOTT , TED & SHARON		156.64
Check	05/28/2024	750165	Utility Management Refund	SILVESTRI REVOCABLE LIVING TRUST		110.95
Check	05/28/2024	750166	Utility Management Refund	WULF , TIMOTHY & LINDA		112.33
1-BOFA Bank of America Totals:				Transactions: 32		$5,613.19

Douglas County

05/28/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/28/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Checks:	32		$5,613.19		

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $2,155,630.55 FOR CHECKS #750242-750394 AND EFTS #120330-120363, ALL DATED 05-31-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis
Digitally signed by Kathy Lewis
Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser
Digitally signed by Kathy Kaiser
Date: 2024.05.31 14:56:35 -07'00'
ASSISTANT TREASURER

Douglas County
05/31/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 05/31/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	05/31/2024	750242	Accounts Payable	ABE Printing & Copy		1,160.87
Check	05/31/2024	750243	Accounts Payable	ACCO Engineered Systems		1,054.00
Check	05/31/2024	750244	Accounts Payable	Accolades Trophies & Engraving		36.00
Check	05/31/2024	750245	Accounts Payable	Ace Hardware		107.78
Check	05/31/2024	750246	Accounts Payable	ADT LLC		330.00
Check	05/31/2024	750247	Accounts Payable	Alpen Sierra Inc		72.00
Check	05/31/2024	750248	Accounts Payable	Alpha Card Systems LLC		9,982.99
Check	05/31/2024	750249	Accounts Payable	AT&T		3.33
Check	05/31/2024	750250	Accounts Payable	AT&T		3,600.00
Check	05/31/2024	750251	Accounts Payable	AT&T		70.40
Check	05/31/2024	750252	Accounts Payable	AT&T Mobility National Accounts LLC		6,266.03
Check	05/31/2024	750253	Accounts Payable	AT&T Mobility National Accounts LLC		567.00
Check	05/31/2024	750254	Accounts Payable	AT&T Mobility National Accounts LLC		254.72
Check	05/31/2024	750255	Accounts Payable	AT&T Mobility National Accounts LLC		1,053.22
Check	05/31/2024	750256	Accounts Payable	Atlas Phones		2,294.40
Check	05/31/2024	750257	Accounts Payable	Avila , Corina		1,000.00
Check	05/31/2024	750258	Accounts Payable	Bartels , Amy Jo		500.00
Check	05/31/2024	750259	Accounts Payable	Bell , Kristen Marie		130.00
Check	05/31/2024	750260	Accounts Payable	Between Horses and Humans		360.00
Check	05/31/2024	750261	Accounts Payable	Blue Locker Commercial Diving Services		8,200.00
Check	05/31/2024	750262	Accounts Payable	Bob Barker Company Inc		688.88
Check	05/31/2024	750263	Accounts Payable	Buffo's Refrigeration		923.55
Check	05/31/2024	750264	Accounts Payable	Cal-Nev Driving Club		100.00
Check	05/31/2024	750265	Accounts Payable	California State Controller's		215.82
Check	05/31/2024	750266	Accounts Payable	Cardinal Health Inc		217.37
Check	05/31/2024	750267	Accounts Payable	Carson City Health & Human Services		13,304.93
Check	05/31/2024	750268	Accounts Payable	Carson Valley Health		526.05
Check	05/31/2024	750269	Accounts Payable	Carson Valley Meats Inc		1,400.42
Check	05/31/2024	750270	Accounts Payable	Carson Valley Signs		696.00
Check	05/31/2024	750271	Accounts Payable	Carson Valley Visitors Authority		45,058.29
Check	05/31/2024	750272	Accounts Payable	Center Point Large Print		213.47
Check	05/31/2024	750273	Accounts Payable	Champion Chevrolet		219,660.51
Check	05/31/2024	750274	Accounts Payable	Charter Communications Operating LLC		2,785.91
Check	05/31/2024	750275	Accounts Payable	Cinderlite Trucking Inc		145.15

Douglas County

05/31/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/31/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/31/2024	750276	Accounts Payable	Collins , Janna		130.00
Check	05/31/2024	750277	Accounts Payable	Core Construction Services of Nevada, Inc.		7,250.00
Check	05/31/2024	750278	Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges , Dan		1,791.00
Check	05/31/2024	750279	Accounts Payable	Crawford , Cedar		1,000.00
Check	05/31/2024	750280	Accounts Payable	Cummins Inc		6,127.67
Check	05/31/2024	750281	Accounts Payable	Cusack (Petty Cash) , Kristin		30.04
Check	05/31/2024	750282	Accounts Payable	DCS Protective Association (DCSPA)		3,440.00
Check	05/31/2024	750283	Accounts Payable	Deloretto-Kamper , Rhiannon		130.00
Check	05/31/2024	750284	Accounts Payable	Directv Inc		201.18
Check	05/31/2024	750285	Accounts Payable	Directv Inc		367.72
Check	05/31/2024	750286	Accounts Payable	Dish Network		147.10
Check	05/31/2024	750287	Accounts Payable	Douglas Center for Hope & Healing		2,955.95
Check	05/31/2024	750288	Accounts Payable	Douglas County Sheriff's Department		936.59
Check	05/31/2024	750289	Accounts Payable	Douglas Disposal Inc		7,786.08
Check	05/31/2024	750290	Accounts Payable	Eulora LLC		4,948.18
Check	05/31/2024	750291	Accounts Payable	Everest Communications		2,204.67
Check	05/31/2024	750292	Accounts Payable	Federal Express		9.36
Check	05/31/2024	750293	Accounts Payable	Florence Fence Inc		3,690.00
Check	05/31/2024	750294	Accounts Payable	Flyers Energy LLC		2,266.09
Check	05/31/2024	750295	Accounts Payable	Flyers Energy LLC		4,317.07
Check	05/31/2024	750296	Accounts Payable	Francotyp-Postalia, Inc		151.71
Check	05/31/2024	750297	Accounts Payable	Frontier		87.07
Check	05/31/2024	750298	Accounts Payable	Frontier		127.00
Check	05/31/2024	750299	Accounts Payable	Frontier		83.87
Check	05/31/2024	750300	Accounts Payable	Frontier		685.87
Check	05/31/2024	750301	Accounts Payable	Frontier		685.87
Check	05/31/2024	750302	Accounts Payable	Frontier Comm of Southwest (NV)		123.66
Check	05/31/2024	750303	Accounts Payable	Frontier Comm of Southwest (NV)		2,168.26
Check	05/31/2024	750304	Accounts Payable	Full Out Gymnastics Booster Club		800.00
Check	05/31/2024	750305	Accounts Payable	Genoa Cemetery Association		1,000.00
Check	05/31/2024	750306	Accounts Payable	Glaxo Smith Kline LLC		2,630.41
Check	05/31/2024	750307	Accounts Payable	Grainger Inc		642.61
Check	05/31/2024	750308	Accounts Payable	Granite Construction Co Inc		2,884.81
Check	05/31/2024	750309	Accounts Payable	Hach Company		1,068.90

Douglas County

05/31/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/31/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/31/2024	750310	Accounts Payable	Harrys Business Machines Inc		282.00
Check	05/31/2024	750311	Accounts Payable	HDR Engineering Inc		20,354.57
Check	05/31/2024	750312	Accounts Payable	Hero Industries Inc		1,845.00
Check	05/31/2024	750313	Accounts Payable	Ingram Library Services		1,243.35
Check	05/31/2024	750314	Accounts Payable	Inyo Networks Inc		4,924.90
Check	05/31/2024	750315	Accounts Payable	Jewkes , Judy V		130.00
Check	05/31/2024	750316	Accounts Payable	Jireh Consulting & Training LLC		850.00
Check	05/31/2024	750317	Accounts Payable	Johnson , Amanda		2,000.00
Check	05/31/2024	750318	Accounts Payable	Johnson , Mark C		130.00
Check	05/31/2024	750319	Accounts Payable	Keefe Supply Company		408.90
Check	05/31/2024	750320	Accounts Payable	KOLO		700.00
Check	05/31/2024	750321	Accounts Payable	Lake Tahoe South Shore Chamber of Commerce		6,250.00
Check	05/31/2024	750322	Accounts Payable	Lake Tahoe Visitors Authority		44,247.30
Check	05/31/2024	750323	Accounts Payable	Linde Gas & Equipment Inc		338.57
Check	05/31/2024	750324	Accounts Payable	Lucero , Steven		100.00
Check	05/31/2024	750325	Accounts Payable	Manx Dune Buggy Club		450.00
Check	05/31/2024	750326	Accounts Payable	May , Paula Christina		130.00
Check	05/31/2024	750327	Accounts Payable	McAdoo , Kathleen Ann		130.00
Check	05/31/2024	750328	Accounts Payable	McCarthy , Shannon		2,000.00
Check	05/31/2024	750329	Accounts Payable	McKesson Medical Surgical Inc		54.83
Check	05/31/2024	750330	Accounts Payable	Merck Sharp & Dohme Corp		2,733.67
Check	05/31/2024	750331	Accounts Payable	Moss , Byran David		130.00
Check	05/31/2024	750332	Accounts Payable	Nevada Tahoe Conservation District		2,277.72
Check	05/31/2024	750333	Accounts Payable	Northwest Martial Arts		198.75
Check	05/31/2024	750334	Accounts Payable	NV Energy		35.10
Check	05/31/2024	750335	Accounts Payable	NV Energy		121.13
Check	05/31/2024	750336	Accounts Payable	NV Energy		4,542.14
Check	05/31/2024	750337	Accounts Payable	NV Energy		19,787.62
Check	05/31/2024	750338	Accounts Payable	NV Energy		1,508.59
Check	05/31/2024	750339	Accounts Payable	NV Energy		1,366.78
Check	05/31/2024	750340	Accounts Payable	NV Energy		3,941.48
Check	05/31/2024	750341	Accounts Payable	NV Energy		7,626.07
Check	05/31/2024	750342	Accounts Payable	NV Energy		93.11
Check	05/31/2024	750343	Accounts Payable	NV State Commission on POST		1,050.00

Douglas County

05/31/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/31/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/31/2024	750344	Accounts Payable	O'Reilly Auto Parts		443.61
Check	05/31/2024	750345	Accounts Payable	ODP Business Solutions LLC		1,874.42
Check	05/31/2024	750346	Accounts Payable	Partnership Douglas County Inc		300.00
Check	05/31/2024	750347	Accounts Payable	Perkins , Thomas E		550.00
Check	05/31/2024	750348	Accounts Payable	Pitney Bowes Inc		1,917.33
Check	05/31/2024	750349	Accounts Payable	Precision Document Imaging		607.80
Check	05/31/2024	750350	Accounts Payable	Quale Brusse , Janet		130.00
Check	05/31/2024	750351	Accounts Payable	Qualification Targets Inc		196.74
Check	05/31/2024	750352	Accounts Payable	Record Courier		105.49
Check	05/31/2024	750353	Accounts Payable	Red Barn Car Wash		91.00
Check	05/31/2024	750354	Accounts Payable	ROK Technologies LLC		2,820.00
Check	05/31/2024	750355	Accounts Payable	Romero , Dan		400.00
Check	05/31/2024	750356	Accounts Payable	Romero , Mercedi		55.02
Check	05/31/2024	750357	Accounts Payable	Rosin , Bruce R		938.78
Check	05/31/2024	750358	Accounts Payable	Sampson , Matthew		130.00
Check	05/31/2024	750359	Accounts Payable	SHI International Corp		36,060.74
Check	05/31/2024	750360	Accounts Payable	Silver State Barricade & Sign		271.75
Check	05/31/2024	750361	Accounts Payable	Silver State International		5,539.04
Check	05/31/2024	750362	Accounts Payable	Sippola , Reena Gull		170.00
Check	05/31/2024	750363	Accounts Payable	Smith , Reshelle		30.63
Check	05/31/2024	750364	Accounts Payable	Southwest Gas		450.00
Check	05/31/2024	750365	Accounts Payable	Southwest Gas		17,286.70
Check	05/31/2024	750366	Accounts Payable	Sysco Food Services of Sacramento		4,196.43
Check	05/31/2024	750367	Accounts Payable	Sysco Food Services of Sacramento		770.12
Check	05/31/2024	750368	Accounts Payable	Tahoe Douglas Visitors Authority		873,632.41
Check	05/31/2024	750369	Accounts Payable	Tahoe Resource Conservation District		10,591.00
Check	05/31/2024	750370	Accounts Payable	Thomas , Tammy Ann		130.00
Check	05/31/2024	750371	Accounts Payable	Three Peaks Therapy LLC		200.00
Check	05/31/2024	750372	Accounts Payable	Topaz Ranch Estate Water Co		60.75
Check	05/31/2024	750373	Accounts Payable	Turf Star Inc		496.14
Check	05/31/2024	750374	Accounts Payable	Tyler Technologies Inc		874.50
Check	05/31/2024	750375	Accounts Payable	ULINE		1,115.70
Check	05/31/2024	750376	Accounts Payable	Uniformity of Nevada LLC		1,991.70
Check	05/31/2024	750377	Accounts Payable	United Finance Company		158.38
Check	05/31/2024	750378	Accounts Payable	University of Nevada, Reno		20.00

Douglas County

05/31/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/31/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/31/2024	750379	Accounts Payable	US Foods Inc		2,065.09
Check	05/31/2024	750380	Accounts Payable	USABluebook		304.68
Check	05/31/2024	750381	Accounts Payable	Verizon Wireless		50.00
Check	05/31/2024	750382	Accounts Payable	Verizon Wireless		8,917.90
Check	05/31/2024	750383	Accounts Payable	Vestis Services LLC		686.56
Check	05/31/2024	750384	Accounts Payable	Walkenhorst's		342.00
Check	05/31/2024	750385	Accounts Payable	Walmart Community		1,782.78
Check	05/31/2024	750386	Accounts Payable	Weiss , Shannon Marie		130.00
Check	05/31/2024	750387	Accounts Payable	Western Nevada Supply Co		491.00
Check	05/31/2024	750388	Accounts Payable	Western Nevada Supply Co		3,947.23
Check	05/31/2024	750389	Accounts Payable	Williams , Evelyn Rae		130.00
Check	05/31/2024	750390	Accounts Payable	Williams , Justin		130.00
Check	05/31/2024	750391	Accounts Payable	Winchester , Sheryl		111.58
Check	05/31/2024	750392	Accounts Payable	Witter , Debbie Marks		130.00
Check	05/31/2024	750393	Accounts Payable	Wolfson , Glenn		60.00
Check	05/31/2024	750394	Accounts Payable	Zehren , Kris		318.97
EFT	05/31/2024	120330	Accounts Payable	Amazon Business (ACH)		7,649.56
EFT	05/31/2024	120331	Accounts Payable	AtkinsRealis USA Inc (ACH)		31,218.22
EFT	05/31/2024	120332	Accounts Payable	Aymami (ACH) , David		1,000.00
EFT	05/31/2024	120333	Accounts Payable	Bisbee (ACH) , Patricia L		1,241.25
EFT	05/31/2024	120334	Accounts Payable	Canon Financial Services Inc (ACH)		612.97
EFT	05/31/2024	120335	Accounts Payable	Capitol Reporters (ACH)		5,181.60
EFT	05/31/2024	120336	Accounts Payable	Carson Valley Locksmith (ACH)		216.95
EFT	05/31/2024	120337	Accounts Payable	Central Systems Electric Inc (ACH)		26.70
EFT	05/31/2024	120338	Accounts Payable	Cintas Corporation (ACH)		121.12
EFT	05/31/2024	120339	Accounts Payable	Cultural Arts Foundation of Douglas County (ACH)		1,625.00
EFT	05/31/2024	120340	Accounts Payable	Douglas Animal Welfare Group (DAWG) (ACH)		1,000.00
EFT	05/31/2024	120341	Accounts Payable	Douglas County Employees Association (ACH)		1,605.00
EFT	05/31/2024	120342	Accounts Payable	Ferguson Enterprises LLC (ACH)		413.28
EFT	05/31/2024	120343	Accounts Payable	Fife (ACH) , Nancy J		500.00
EFT	05/31/2024	120344	Accounts Payable	Graf (ACH) , Patti		60.00
EFT	05/31/2024	120345	Accounts Payable	Hanson (ACH) , Cayle		349.09
EFT	05/31/2024	120346	Accounts Payable	High Sierra Elevator Inspections Inc (ACH)		1,577.10

Douglas County

05/31/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 05/31/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/31/2024	120347	Accounts Payable	Howell (ACH) , Paul		678.00
EFT	05/31/2024	120348	Accounts Payable	Inland Supply Co Inc (ACH)		492.77
EFT	05/31/2024	120349	Accounts Payable	Koch Elevator (ACH)		98,168.82
EFT	05/31/2024	120350	Accounts Payable	Mairs (ACH) , Charles D		2,694.67
EFT	05/31/2024	120351	Accounts Payable	Model Dairy LLC (ACH)		627.71
EFT	05/31/2024	120352	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		130.90
EFT	05/31/2024	120353	Accounts Payable	Overhead Fire Protection Inc (ACH)		4,572.50
EFT	05/31/2024	120354	Accounts Payable	PacStates (ACH)		82.50
EFT	05/31/2024	120355	Accounts Payable	Pape Machinery Inc (ACH)		211.77
EFT	05/31/2024	120356	Accounts Payable	Park Ranch Meats LLC (ACH)		835.80
EFT	05/31/2024	120357	Accounts Payable	Physician Select Management LLC (ACH)		135.00
EFT	05/31/2024	120358	Accounts Payable	Qualcon Contractors Inc (ACH)		479,458.58
EFT	05/31/2024	120359	Accounts Payable	R & S Optimum Offset (ACH)		105.00
EFT	05/31/2024	120360	Accounts Payable	Randolph Rose Collection (ACH)		5,380.00
EFT	05/31/2024	120361	Accounts Payable	Summit Plumbing Co LLC (ACH)		2,580.00
EFT	05/31/2024	120362	Accounts Payable	The Spectrum Firm Inc (ACH)		3,000.00
EFT	05/31/2024	120363	Accounts Payable	UBEO Business Services (ACH)		45.31
1-BOFA Bank of America Totals:				Transactions: 187		$2,155,630.55

Checks:	153	$1,502,033.38
EFTs:	34	$653,597.17

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9018

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYROLL CHECK LISTING TOTALING $1,532,910.06 FOR CHECKS #750167-750241, AND DIRECT DEPOSITS, ALL DATED 05-31-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis
Digitally signed by Kathy Lewis
Date: 2024.06.03 08:56:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser
Digitally signed by Kathy Kaiser
Date: 2024.05.31 15:15:52 -07'00'
ASSISTANT TREASURER

Payment Batch Register

Pay Date Range 05/11/24 - 05/24/24

Pay Batch 05/31/24

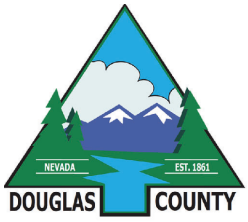
Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5598					
5917					
5601					
3287					
5600					
5913	Cachinero, Eric	119695	.00	2,956.21	2,956.21
4130	Davidson, Jenifer	119696	.00	6,579.75	6,579.75
4581	Elges, Melissa	119697	.00	3,466.84	3,466.84
5390	Johnson, Marcia Michelle	119698	.00	2,454.38	2,454.38
3154	Morgan, Scott	119699	.00	7,580.70	7,580.70
5819	Simpson, Michelle J	119700	.00	1,886.86	1,886.86
6074	Sproull, Megan N	119701	.00	1,607.82	1,607.82
5328	Valdez, Robyn Aiko	119702	.00	2,005.13	2,005.13
3299	Mccullough, David Scott	119703	.00	4,540.96	4,540.96
6015	Rudelbach, Nicole Angelina	119704	.00	3,118.87	3,118.87
5704	Alexander, David	119705	.00	2,740.40	2,740.40
4177	Montoya, Leah	119706	.00	2,671.36	2,671.36
4657	Richardson, Matthew	119707	.00	2,967.21	2,967.21
5164	Amatore, Cameron	119708	.00	2,482.55	2,482.55
3310	Etchegoyhen, Dion	119709	.00	3,255.77	3,255.77
5726	Minor, Chesney	119710	.00	1,644.22	1,644.22
5706	Morris, Shane	119711	.00	2,139.39	2,139.39
3531	OHair, Kimberly	119712	.00	3,236.15	3,236.15
4056	Phillips, Victoria Joan	119713	.00	420.92	420.92
5697	Poppinga, Kathryn	119714	.00	2,190.98	2,190.98
4261					
4261					
4936	Troutner, Michael David	119717	.00	2,297.69	2,297.69
4387	Williams, Toni Grace	119718	.00	2,232.90	2,232.90
6010	Buma At, Candy Ve De Gracia	119719	.00	2,301.77	2,301.77
5956	Carter, Deborah Christine	119720	.00	2,784.23	2,784.23
5470	Cartwright, Jennifer	119721	.00	3,993.05	3,993.05
4782	Chieffo, Caroline	119722	.00	1,326.92	1,326.92
4782	Chieffo, Caroline	119723	.00	1,450.00	1,450.00
5738	Hernandez Rea, Louis Obed	119724	.00	2,116.43	2,116.43
3511	Johnson, Melissa Ann	119725	.00	2,165.93	2,165.93
4658	Kent, Andrea Celeste	119726	.00	2,581.20	2,581.20
3419	Lewis, Kathryn Marie	119727	.00	5,368.07	5,368.07
4691	Moreno, Sarah	119728	.00	2,060.73	2,060.73
5935	Solorio Reza, Veronica	119729	.00	1,751.99	1,751.99
5646	Swickard, Debbie A	119730	.00	2,347.08	2,347.08
5261	Brantmeyer, Ana	119731	.00	1,894.52	1,894.52
4124					
6047	Pumphrey, Janey Lynn Hutchings	119733	.00	1,645.52	1,645.52
4766	Stovall, Jodi Odette	119734	.00	2,339.92	2,339.92
5317	Balda, Tanya	119735	.00	2,163.91	2,163.91
5730	Day, Jacqueline	119736	.00	1,900.03	1,900.03
5645	Lane, Amber Marie	119737	.00	1,966.44	1,966.44
5251	Leeper, Nicki Jennifer	119738	.00	3,233.12	3,233.12
5828	Allmett, David	119739	.00	2,135.87	2,135.87
5395	Harjes, Georgianne Dombrowik	119740	.00	2,208.13	2,208.13
5395	Harjes, Georgianne Dombrowik	119741	.00	736.04	736.04
5677	Kaiser, Jeffrey M	119742	.00	2,378.83	2,378.83
5739	Lind, Vicky Lucille	119743	.00	1,174.81	1,174.81
5876	Mallett, Norma	119744	.00	1,393.10	1,393.10
5747	Standley, Virginia Ann	119745	.00	1,479.38	1,479.38
3296	McDonough, Regina	119746	.00	2,373.80	2,373.80
5256	Pablo, Michelle	119747	.00	2,258.92	2,258.92
5419	Allmett, Melissa	119748	.00	1,780.77	1,780.77

Payment Batch Register

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Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5385					
5979	Burgwardt-Odgers, Connie Ann	119750	.00	1,141.18	1,141.18
5925	Garcia, Melissa Susan	119751	.00	1,750.31	1,750.31
4600	Kaiser, Katherine Anne	119752	.00	3,423.35	3,423.35
3198	Teter, Leann Marie	119753	.00	2,226.79	2,226.79
3198	Teter, Leann Marie	119754	.00	175.00	175.00
5403	Vaclavek, Corinne Rene	119755	.00	2,144.25	2,144.25
5403	Vaclavek, Corinne Rene	119756	.00	375.00	375.00
5341	Sanders, Dennis Wayne	119757	.00	1,766.16	1,766.16
4194	Avila, Michael	119758	.00	3,185.46	3,185.46
5901	Ayers, Logan	119759	.00	1,373.65	1,373.65
5432	Caddy, Robert	119760	.00	2,122.27	2,122.27
5617	Calleja, Trevor	119761	.00	1,925.08	1,925.08
5617	Calleja, Trevor	119762	.00	600.00	600.00
4047	Gerard, Donald Joseph	119763	.00	2,429.73	2,429.73
5834	Kale, Griffin Thomas	119764	.00	2,417.47	2,417.47
5890	Quigley, Andrew	119765	.00	2,928.51	2,928.51
6094	Ruggia, Peace Paul	119766	.00	7,491.77	7,491.77
5130	Smith, Brendan Joseph	119767	.00	2,634.86	2,634.86
5130	Smith, Brendan Joseph	119768	.00	1,000.00	1,000.00
3461	Stugart, Susan L	119769	.00	2,291.50	2,291.50
6009	Walk, Victor August	119770	.00	3,094.82	3,094.82
5628	Williams, Daniel Alan	119771	.00	3,335.98	3,335.98
5966	Woods, David Allen	119772	.00	4,020.78	4,020.78
5283	Drew, Tiffini	119773	.00	1,861.52	1,861.52
5100	Everett, Megan	119774	.00	2,513.51	2,513.51
4645	Lang, Wendy Jo	119775	.00	5,796.73	5,796.73
4157	McMurry, Cindy	119776	.00	2,415.45	2,415.45
4157	McMurry, Cindy	119777	.00	350.00	350.00
5680	Renteria, Merisa	119778	.00	844.98	844.98
5315	Shaw, Ashley Elaine	119779	.00	2,014.45	2,014.45
5315	Shaw, Ashley Elaine	119780	.00	200.00	200.00
5233	Vido, Christine Elizabeth	119781	.00	2,773.47	2,773.47
5233	Vido, Christine Elizabeth	119782	.00	500.00	500.00
4926	Cristanelli, Brenda	119783	.00	1,530.94	1,530.94
3222					
3172	Elges, Ronald	119785	.00	5,899.52	5,899.52
1088	Michitarian, Aram	119786	.00	4,500.38	4,500.38
4773	George, Ana Gabriela	119787	.00	2,313.93	2,313.93
3394	Ginocchio, Rodney W	119788	.00	5,224.57	5,224.57
5093	Green, Kylie Nicole	119789	.00	2,269.23	2,269.23
3142	Lynch, Will R.	119790	.00	4,101.24	4,101.24
3333	Richardson, Connie	119791	.00	2,759.21	2,759.21
3433	Scheetz, Kirsten Maureen	119792	.00	1,628.98	1,628.98
3433	Scheetz, Kirsten Maureen	119793	.00	1,100.00	1,100.00
3337	Adkins, Michelle	119794	.00	2,340.76	2,340.76
4176	Allen, Crystal	119795	.00	2,480.02	2,480.02
5489	Bell, Jennifer	119796	.00	1,780.00	1,780.00
5396	Bennett, Temi Elaine	119797	.00	1,685.82	1,685.82
3248	Drake, Karis	119798	.00	3,370.99	3,370.99
5325	Handy, Sherral Diane	119799	.00	779.20	779.20
5311	Miller, Ricky	119800	.00	1,913.16	1,913.16
5184	Peters, William	119801	.00	1,883.88	1,883.88
5840	Williams, Emily Ann	119802	.00	1,641.14	1,641.14
4611	Barden, Michael	119803	.00	3,380.66	3,380.66
4105	Cadwallader, David	119804	.00	4,352.77	4,352.77
1420	Charles, Mark	119805	.00	3,380.88	3,380.88
6045	Cheechov, Alexandria Ashley	119806	.00	1,895.78	1,895.78
5259	Clifford, Dustin	119807	.00	2,764.35	2,764.35

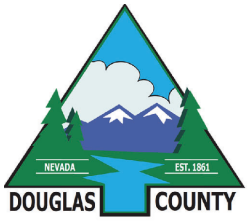


Payment Batch Register

Pay Date Range 05/11/24 - 05/24/24

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4269 Dickens, Mark	119808	.00	3,973.05	3,973.05
6005 Dion, Evan Rene	119809	.00	2,845.83	2,845.83
5708 Drgas, Tomasz	119810	.00	3,663.06	3,663.06
4369 Fricke, Justin Frederick	119811	.00	6,552.69	6,552.69
3538 Gonzalez, Ignacio A	119812	.00	4,006.17	4,006.17
4698 Guerra, Jose Ricardo	119813	.00	3,394.92	3,394.92
5849 Hanson, Michael Ray	119814	.00	2,924.36	2,924.36
6083 Holle, Brandon Tyler	119815	.00	2,761.09	2,761.09
3311 Hubkey, Brian Scott	119816	.00	5,762.81	5,762.81
4696 Kimbrell, Steven John	119817	.00	282.16	282.16
4696 Kimbrell, Steven John	119818	.00	2,539.49	2,539.49
5991 Larsen, Joshua Michael	119819	.00	2,814.02	2,814.02
5941 Livingston, Daniel Marquis	119820	.00	638.41	638.41
5077 McLaughlin, Spencer	119821	.00	3,001.04	3,001.04
6008 Mendieta, Jasmin Teresa	119822	.00	2,224.92	2,224.92
4339 Midkiff, Douglas	119823	.00	4,149.43	4,149.43
5951 Randall, Jacob Isaac	119824	.00	3,105.59	3,105.59
5811 Rea, Melanie D'Ann	119825	.00	2,538.61	2,538.61
3604 Ridley, Clayton	119826	.00	2,761.20	2,761.20
5715 Riker, Payton	119827	.00	2,161.58	2,161.58
4556 Rollins, James	119828	.00	2,339.92	2,339.92
5694 Russell, Jonathen Philip	119829	.00	2,620.58	2,620.58
4433 Sampson, Matthew Alan	119830	.00	4,343.37	4,343.37
4343 Sanchez, Donovan Joseph	119831	.00	3,906.06	3,906.06
3439 Schultz, Theresa Christine	119832	.00	2,053.76	2,053.76
5582 Silva Ortiz, Jose G	119833	.00	3,006.64	3,006.64
3404 Stanley, David Alan Jr.	119834	.00	4,676.67	4,676.67
3404 Stanley, David Alan Jr.	119835	.00	350.00	350.00
6101 Turek, Andrew Paul	119836	.00	2,272.89	2,272.89
3305 Battcher, John	119837	.00	3,552.01	3,552.01
3035 Britton, Daniel	119838	.00	5,021.73	5,021.73
4116 George, John Arthur	119839	.00	5,111.90	5,111.90
3505 Grant, Ryan David	119840	.00	3,575.24	3,575.24
5152 Graves, Jessica Lynn	119841	.00	2,123.74	2,123.74
3436 Jasperson, Edward W	119842	.00	4,263.57	4,263.57
3418 Jenkins, Nadine Yvonne	119843	.00	3,681.65	3,681.65
4394 Jones, Tyler A	119844	.00	3,689.15	3,689.15
5946 Poling, Denielle Lynn	119845	.00	2,918.39	2,918.39
3401 Schultz, Steven D	119846	.00	3,363.83	3,363.83
3399 Storke, Jonathan D	119847	.00	4,008.12	4,008.12
3312 Tipton, Linda Jane	119848	.00	1,871.69	1,871.69
5019 Warfield, Steven William	119849	.00	2,930.70	2,930.70
3608 Wharton, Scott W	119850	.00	3,075.40	3,075.40
4398 Williamson, Brandon J	119851	.00	2,822.07	2,822.07
4131 Young, Ryan Robert	119852	.00	3,546.13	3,546.13
4015 Karosich, Kevin Charles	119853	.00	3,157.61	3,157.61
4531 Koontz, Brenton Robert	119854	.00	2,861.61	2,861.61
4244 Meyer, John	119855	.00	3,235.85	3,235.85
5477 Begovich, Cody	119856	.00	2,554.91	2,554.91
4557 Brown, Mark	119857	.00	3,826.85	3,826.85
5454 Copp, Keenan	119858	.00	2,534.92	2,534.92
5110 Cunningham, Jeremy	119859	.00	2,857.31	2,857.31
5848 Cunningham, Taylor	119860	.00	3,077.93	3,077.93
4070 Davis, Justin	119861	.00	3,208.63	3,208.63
5619 Del Soldato, Cody	119862	.00	2,448.25	2,448.25
5047 DeRosa, Salvatore	119863	.00	3,614.24	3,614.24
3226 Duffy, Robert	119864	.00	4,877.62	4,877.62
3340 Eissinger, Erik	119865	.00	2,764.08	2,764.08
3634 Flagg, Marshall	119866	.00	3,397.40	3,397.40



Payment Batch Register

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
3571 Goldwater, Michael Beamer	119867	.00	3,114.30	3,114.30
5137 Graves, Stephen Michael	119868	.00	3,935.40	3,935.40
5919 Heffner, Jared Cortlen	119869	.00	2,526.84	2,526.84
5097 Hickman, Zachary D	119870	.00	3,157.65	3,157.65
5111 Hodges, Joshua Adam	119871	.00	3,191.06	3,191.06
5062 Holdridge, Tyree	119872	.00	2,665.19	2,665.19
5693 Incopero, Noah Thomas	119873	.00	2,373.38	2,373.38
4488 Jacobsen, Bruce M	119874	.00	4,194.89	4,194.89
5595 Jacquez, Suselly Gonzalez	119875	.00	2,508.03	2,508.03
5595 Jacquez, Suselly Gonzalez	119876	.00	100.00	100.00
5138 Jenkins, Eric Robert William	119877	.00	2,521.79	2,521.79
4360 Johnsen, Jeffrey	119878	.00	3,872.14	3,872.14
3407 Koontz, Richard JR	119879	.00	4,410.54	4,410.54
3577 Kruger, Joel L	119880	.00	3,107.40	3,107.40
4322 Lenz, John Christian	119881	.00	4,136.84	4,136.84
4598 Lewis, Kevin Zachary	119882	.00	3,354.57	3,354.57
6137 Lopez, Marlon Emanuel	119883	.00	2,781.43	2,781.43
6137 Lopez, Marlon Emanuel	119884	.00	309.05	309.05
3435 Marshall, Geoffrey S	119885	.00	2,345.41	2,345.41
5265 Martinez, Thomas	119886	.00	3,527.20	3,527.20
5109 Michitarian, Conner	119887	.00	3,069.25	3,069.25
5990 Miller, MacKenzie Gwyn	119888	.00	2,034.08	2,034.08
3405 Miller, Ronald	119889	.00	4,367.09	4,367.09
4460 Miller, Steven	119890	.00	3,958.38	3,958.38
5339 Oakes, Robert	119891	.00	3,191.28	3,191.28
4483 OSullivan, Luke	119892	.00	3,460.32	3,460.32
2216 Rodriguez, Richard	119893	.00	3,467.08	3,467.08
4375 Russell, Seth	119894	.00	3,152.96	3,152.96
5321 Sepulveda, William Michael Anthony	119895	.00	2,331.90	2,331.90
4604 Short, Derek Clayton	119896	.00	3,041.45	3,041.45
6072 Smith, Stephen Wyatt	119897	.00	3,949.50	3,949.50
4882 Stebel, Maciej	119898	.00	2,954.27	2,954.27
5051 Strachan, Grace Louise	119899	.00	3,183.27	3,183.27
5051 Strachan, Grace Louise	119900	.00	250.00	250.00
5855 Tersteege, Zachariah John	119901	.00	4,778.46	4,778.46
5602 Thorne, Clinton Garrett	119902	.00	2,830.41	2,830.41
5703 Warren, Erik Anthony	119903	.00	2,355.34	2,355.34
4938 West, Mariah Cathleen	119904	.00	2,615.39	2,615.39
4376 Williams, Justin Hall	119905	.00	4,921.57	4,921.57
3516 Windsor, Adam R	119906	.00	3,185.30	3,185.30
4756 Freeman, Kevin RD	119907	.00	3,236.08	3,236.08
5296 Ferriera, Tylar	119908	.00	1,828.18	1,828.18
5099 Godecke, Rachel Renee	119909	.00	1,981.35	1,981.35
6023 Larsen, Samantha Rae	119910	.00	1,629.67	1,629.67
6018 Peterson, Cheyenne Nicole	119911	.00	1,382.06	1,382.06
5684 Sorrells, Jennifer Ann	119912	.00	2,359.58	2,359.58
6079 Dye, Tanner Ryan	119913	.00	2,449.35	2,449.35
5965 Easton, Kara Rae	119914	.00	3,935.26	3,935.26
5681 Mathes, Erin	119915	.00	1,823.18	1,823.18
5090 Carney, Marilyn	119916	.00	2,103.96	2,103.96
6089 Franz, Sarah Marie	119917	.00	1,521.50	1,521.50
5831 Shoemaker, Francesca Grace	119918	.00	1,565.12	1,565.12
5621 Walker, Courtni Lynn	119919	.00	2,196.13	2,196.13
5246 Weidner, Amy Colleen	119920	.00	1,540.66	1,540.66
3557 Wilfert, Kristin L	119921	.00	2,704.43	2,704.43
5807 Edwards, Rebecca	119922	.00	2,920.13	2,920.13
4603 Goelz, Sandra Delores	119923	.00	2,633.69	2,633.69
3346 Kabat, Lorraine	119924	.00	989.89	989.89
3257 Williams, Bobbie Ruth	119925	.00	4,984.65	4,984.65

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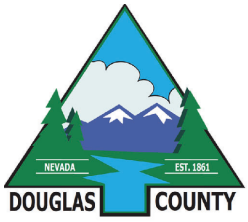
Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5892 Eady, Janice	119926	.00	2,431.36	2,431.36
3682 Plante, Erin	119927	.00	2,607.44	2,607.44
1724 Seddon, John James	119928	.00	3,662.82	3,662.82
5187 Barnes, Jacqueline	119929	.00	1,168.72	1,168.72
5187 Barnes, Jacqueline	119930	.00	200.00	200.00
5187 Barnes, Jacqueline	119931	.00	700.00	700.00
4835 Wagoner, Leanne Christine	119932	.00	4,102.00	4,102.00
4916 Gonzales, Sallie Marie	119933	.00	2,226.37	2,226.37
1889 Myers, Kasey	119934	.00	3,822.45	3,822.45
4851 Thomas, Nicole Luwelle	119935	.00	3,885.86	3,885.86
5373 Aymami, David	119936	.00	989.51	989.51
3103 Carter, Trina	119937	.00	1,745.73	1,745.73
5318 Cooper, Timothy	119938	.00	1,313.26	1,313.26
4197 Harding, William Joseph	119939	.00	1,022.84	1,022.84
3659 Lindsay, Eric D	119940	.00	2,995.23	2,995.23
3659 Lindsay, Eric D	119941	.00	100.00	100.00
5422 Marshall, Gary D	119942	.00	906.72	906.72
4407 Roberts, Erik	119943	.00	802.03	802.03
3282 Schemenauer, Jeffrey M	119944	.00	4,776.48	4,776.48
3448 Vido, Leslie S	119945	.00	2,823.66	2,823.66
4563 Casper, Richard Barry	119946	.00	5,332.54	5,332.54
6051 Cazares, Angelika Natalie	119947	.00	1,819.83	1,819.83
4554 Davis, Tammy	119948	.00	2,955.46	2,955.46
4262 Frank, Juley Ann	119949	.00	2,433.67	2,433.67
4007 Gregory, Cynthea Anne	119950	.00	1,811.06	1,811.06
4007 Gregory, Cynthea Anne	119951	.00	2,800.00	2,800.00
5121 Hames, Alex Arthur	119952	.00	4,956.86	4,956.86
5414 Hellman, William Kent	119953	.00	3,315.19	3,315.19
3336				
4249 Levin, Erik Alexander	119955	.00	5,480.66	5,480.66
5344 Mazza, Chelsea	119956	.00	5,175.44	5,175.44
5955 Murphy, William	119957	.00	3,826.06	3,826.06
6006 Nelson, Kallie	119958	.00	3,508.65	3,508.65
4187 Putzer, Brian	119959	.00	3,874.96	3,874.96
4401 Ritchie, Douglas	119960	.00	4,947.27	4,947.27
4401 Ritchie, Douglas	119961	.00	135.00	135.00
5995 Romero, Michele Mary	119962	.00	1,582.98	1,582.98
5858 Sibley, James Blake	119963	.00	4,086.99	4,086.99
5825 Simmons, Shannon Noel	119964	.00	2,368.72	2,368.72
5284 Teter, Jessica Lynn	119965	.00	2,027.19	2,027.19
6073 Thompson, Kristina	119966	.00	1,819.81	1,819.81
5497 Towne, Bethany Ann	119967	.00	4,090.15	4,090.15
4521 Wadle, Zachary Jerome	119968	.00	4,397.95	4,397.95
4382 Williams, Lea Elise	119969	.00	2,315.19	2,315.19
4958 Cady, Kelly	119970	.00	3,007.80	3,007.80
3543 Hamer, Daniel Monroe	119971	.00	2,996.68	2,996.68
5698 Harris, Krysinthia J	119972	.00	2,276.01	2,276.01
3410 Hastings-Molyneux, Dominic I	119973	.00	4,147.05	4,147.05
4639 Jones, Jessica	119974	.00	2,295.84	2,295.84
5678 Mangiaracina, Sara Rene	119975	.00	2,352.02	2,352.02
6013 Meddles, Jessica Ashlynn	119976	.00	1,604.43	1,604.43
3363 Morris, Tamara	119977	.00	4,437.52	4,437.52
4151 Nicoll, Kenneth	119978	.00	3,010.00	3,010.00
5503 Orozco, Andres	119979	.00	2,125.39	2,125.39
6030 Andrews, Barrett Brynn George	119980	.00	2,288.72	2,288.72
5656 Arvizu, Julian	119981	.00	2,377.74	2,377.74
6028 Bellamy, Mastor Xavier Lamont	119982	.00	3,710.16	3,710.16
5731 Bennettlease, Ibeth	119983	.00	983.34	983.34
5894 Blanhir Ramirez, Jessie	119984	.00	2,584.46	2,584.46

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5690 Bryant, Trevor	119985	.00	2,114.31	2,114.31
4718 Camp, Allen	119986	.00	2,123.89	2,123.89
5833 Chavez, Ariel Michelle	119987	.00	1,958.76	1,958.76
3003 Chichester, Ross	119988	.00	134.26	134.26
5609 Damiani, Chelsea	119989	.00	1,947.92	1,947.92
5609 Damiani, Chelsea	119990	.00	1,270.00	1,270.00
6038 Drabant, Elizabeth Jean	119991	.00	2,190.19	2,190.19
5478 Garcia, Michelle Maria	119992	.00	2,359.53	2,359.53
4710 Grant Doney, Shawn R	119993	.00	2,871.30	2,871.30
5389 Grant, Teagan Ashley	119994	.00	2,798.16	2,798.16
4494 Heimark, Caitlin Yvonne	119995	.00	2,802.61	2,802.61
6039 Hennarty, Aimee Michele	119996	.00	2,173.74	2,173.74
6077 Hennarty, Daniel Robert	119997	.00	2,014.56	2,014.56
6014 Jackson, Justus Terrell	119998	.00	2,396.55	2,396.55
5857 Jenkins, Kevin Ryan	119999	.00	4,404.41	4,404.41
5374 Keating, Anthony James	120000	.00	173.60	173.60
3502 Keith, Lesley Jeanette	120001	.00	3,504.51	3,504.51
5476 Klemm, Paul Jeffrey Lazatin	120002	.00	204.68	204.68
5998 Kovacs, Haley Ann	120003	.00	2,089.46	2,089.46
5366 Leman, Sam John	120004	.00	1,977.03	1,977.03
6007 Maes, Cecilia Anita	120005	.00	2,945.71	2,945.71
5662 McClintock, Carol	120006	.00	1,866.96	1,866.96
5623 Meeks, Casey	120007	.00	1,972.41	1,972.41
6029 Miller, Daniel Hunt	120008	.00	1,777.24	1,777.24
3403 Naylor, Rebbel A	120009	.00	282.61	282.61
4809 Ong, Jacqueline	120010	.00	3,184.54	3,184.54
5837 Ong, Maria-Veronica	120011	.00	2,505.42	2,505.42
5934 Parris, Zachary	120012	.00	2,046.11	2,046.11
5974 Shope, Edward G	120013	.00	2,308.39	2,308.39
5027 Simpson, Christopher Chad	120014	.00	2,810.62	2,810.62
4558 Smith, Cory A	120015	.00	3,231.84	3,231.84
1546 Smith, Nicolette Adelle	120016	.00	2,522.36	2,522.36
6102 Stocking, Jessica Linnea	120017	.00	4,805.26	4,805.26
4169 Sullivan, Anthony Reamonh Zunino	120018	.00	3,011.89	3,011.89
4517 Talia, Cindy Marie	120019	.00	2,723.97	2,723.97
5155 Thornton, Daniel Howard	120020	.00	2,223.65	2,223.65
5058 Aguilar, Kestrel	120021	.00	60.92	60.92
5443 Bandbaz, Zahra	120022	.00	1,936.06	1,936.06
5932 Conway, Brian Robert	120023	.00	145.53	145.53
5905 Davidson, Rain	120024	.00	1,949.89	1,949.89
3664 Deleon, Christian	120025	.00	2,956.20	2,956.20
6081 Feemster, Daniel Ryan	120026	.00	2,182.35	2,182.35
6086 Guzman, Monica Lee	120027	.00	2,136.78	2,136.78
6012 Johnson-Bonin, Breauna Kay	120028	.00	1,926.37	1,926.37
4837 Leskovic, Aimee	120029	.00	338.87	338.87
5670 Miller, Shane	120030	.00	1,985.86	1,985.86
3416 Peterson, James	120031	.00	2,634.50	2,634.50
6048 Reiss, Mark Richard	120032	.00	1,991.01	1,991.01
5842 Tom, Shaylyn Renee	120033	.00	1,945.25	1,945.25
3227 Zehren, Kristina	120034	.00	3,788.69	3,788.69
5861 Iannacchione, Nathanial David	120035	.00	2,018.23	2,018.23
5094 McAllister, Mike	120036	.00	4,146.60	4,146.60
5851 Garrison, Jenna Marcia	120037	.00	1,988.90	1,988.90
3032				
6031 Henley-Ballard, McKenzie Fay	120039	.00	1,465.05	1,465.05
4155 Huntington, Mindi Jo	120040	.00	2,360.21	2,360.21
6004 Lange, Jessica M	120041	.00	1,626.46	1,626.46
6141 Violette, Winter Marlowe	120042	.00	373.55	373.55
5581 Warren, Jolene Vonda	120043	.00	2,542.08	2,542.08



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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5832 White, Kaitlyn R	120044	.00	1,866.96	1,866.96
6053 Cardenas Zuniga, Maricela	120045	.00	1,461.50	1,461.50
6021				
5149 Ledezma, Miguel Angel	120047	.00	2,187.26	2,187.26
4498 Moore, Sandra	120048	.00	2,529.06	2,529.06
3515 Doan, Yvette	120049	.00	4,094.52	4,094.52
3266 Lash, Diana	120050	.00	2,423.18	2,423.18
4628 Meddles, Jake	120051	.00	3,044.44	3,044.44
5587 Reshaw, Albert	120052	.00	1,812.80	1,812.80
4874 Roberts, David JR	120053	.00	2,799.41	2,799.41
5863 Vidovich, Danton Robert	120054	.00	814.75	814.75
4653 Erb, Jon	120055	.00	4,263.80	4,263.80
4778 Nordloh, Joshua	120056	.00	3,298.05	3,298.05
5844 Conroy, Jordyn Ashleigh	120057	.00	1,467.99	1,467.99
5844 Conroy, Jordyn Ashleigh	120058	.00	250.00	250.00
4332 Dallaire, Thomas	120059	.00	5,971.26	5,971.26
5938 Dreiske, Susan	120060	.00	1,761.99	1,761.99
5929 Hannah, Ashley	120061	.00	1,737.03	1,737.03
3494 Pawling, Andrea	120062	.00	3,500.99	3,500.99
5630 Ramirez, Betty	120063	.00	1,499.31	1,499.31
4762 Reno, Ann	120064	.00	1,307.21	1,307.21
6019 Davidson, Jeremy D	120065	.00	2,339.92	2,339.92
4392 Davis, Timothy	120066	.00	3,591.78	3,591.78
5893 McQuain, Michael	120067	.00	2,027.87	2,027.87
4586 Nadler, Nicholas	120068	.00	2,397.77	2,397.77
5686 Simko, George Bradley	120069	.00	2,336.67	2,336.67
5319 Spates, Rebecca Marie	120070	.00	2,183.45	2,183.45
4283 Doherty, Linda	120071	.00	2,494.78	2,494.78
5817 Moroles ONeil, Kathryn	120072	.00	3,153.00	3,153.00
3452 Rao, Lucille	120073	.00	2,537.02	2,537.02
4838 Thran Zepeda, Coleen	120074	.00	2,174.80	2,174.80
3014 Broersma, Eric	120075	.00	2,252.48	2,252.48
5912 Cowin, John	120076	.00	2,273.59	2,273.59
5471 Hutchings, Jeremy Jon	120077	.00	3,909.53	3,909.53
3702 Morelli, Natalia	120078	.00	3,064.86	3,064.86
6036 Pettersen, Paul Quist	120079	.00	2,364.84	2,364.84
1817 Resnik, Barbra	120080	.00	3,677.48	3,677.48
4393 Stevens, Leanna Claire	120081	.00	2,624.20	2,624.20
5711 Etchegoyhen, Mary	120082	.00	1,797.45	1,797.45
6032 Felten, Michael C	120083	.00	2,339.14	2,339.14
5654 Harwood, Bonnie Deann	120084	.00	2,638.27	2,638.27
5847 Hay, Katie Lynn	120085	.00	1,775.36	1,775.36
5891 Jacobson-Gentry, Julie	120086	.00	2,048.89	2,048.89
5615 Moroles-ONeil, Rachel	120087	.00	2,207.90	2,207.90
5808 Strehlow, Ernie Kenneth	120088	.00	3,644.78	3,644.78
5353 Hubbard, Nicole Renee	120089	.00	2,651.49	2,651.49
3476 Leeper, Veronica Irmgard	120090	.00	2,269.92	2,269.92
5978 Peterson-Burrier, Lisa Ann	120091	.00	1,654.44	1,654.44
4627 Ritger, Philip	120092	.00	5,018.88	5,018.88
5347 Robillard, Richard	120093	.00	4,502.45	4,502.45
5347 Robillard, Richard	120094	.00	100.00	100.00
5933 Sponcey, Sheryl	120095	.00	1,581.44	1,581.44
5933 Sponcey, Sheryl	120096	.00	250.00	250.00
6078 Williams, Dawn Darice	120097	.00	1,861.41	1,861.41
6034 Blanchette, Riley Adam	120098	.00	1,671.36	1,671.36
5988 Cottrill, Timothy Vernon	120099	.00	2,166.36	2,166.36
5085 DuBlanc, Brian	120100	.00	2,344.76	2,344.76
5387 Eichhorst, Wyatt	120101	.00	2,744.53	2,744.53
5107 Hunter, Danny D-Jay	120102	.00	2,298.04	2,298.04

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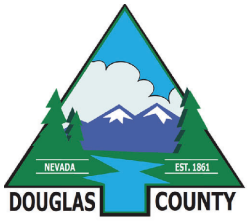
Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5865 Kunich, Kevin Michael	120103	.00	1,475.43	1,475.43
5953 MacDonnell, Jeffrey T	120104	.00	3,551.17	3,551.17
5131 McCulloch, Carl	120105	.00	2,389.94	2,389.94
4223 Porcari, Brian	120106	.00	2,767.24	2,767.24
4223 Porcari, Brian	120107	.00	400.00	400.00
5103 Wolff, Richard Peter	120108	.00	2,606.08	2,606.08
5487 Bengoechea, Levi	120109	.00	1,961.89	1,961.89
3614 Manzano, Victor Gerard	120110	.00	2,808.89	2,808.89
5158 McGoldrick, James	120111	.00	1,979.16	1,979.16
5805 Thomas, Hunter Phillip	120112	.00	1,916.56	1,916.56
3504 Weferling, Duane Robert	120113	.00	4,538.07	4,538.07
5732 Donat, Nicholas	120114	.00	2,760.62	2,760.62
5722 Gonsalves, Anthony David	120115	.00	2,022.64	2,022.64
5996 Johnson, Adrian Keith	120116	.00	2,993.15	2,993.15
4065 Kinser, Auston G	120117	.00	2,879.14	2,879.14
5734 Kinser, Justin Glen	120118	.00	2,136.00	2,136.00
5964 Kolda, Ryan A	120119	.00	2,876.88	2,876.88
5450 Laird, Pablo Arthur	120120	.00	2,134.22	2,134.22
3441 Melandow, Gregory W	120121	.00	4,577.13	4,577.13
5611 Michalak, Jeffery	120122	.00	2,935.65	2,935.65
5906 Schmidt, Brian	120123	.00	2,042.54	2,042.54
5733 Smallen, Aaron M	120124	.00	1,987.49	1,987.49
4127 Taflin, Thomas A	120125	.00	3,087.06	3,087.06
5657 White, Thomas Paul	120126	.00	3,246.29	3,246.29
4509 Charles, Nicholas	120127	.00	3,637.02	3,637.02
5728 Larrance, Christine Anna-Marie	120128	.00	1,916.56	1,916.56
5659 Smith, Nathaniel David	120129	.00	3,319.51	3,319.51
5035 Aalgaard, Erik	120130	.00	2,114.29	2,114.29
5993 Fogerson, Anjanette Bywater	120131	.00	2,431.24	2,431.24
5836 Johnson, Sarah Beth	120132	.00	2,536.58	2,536.58
4765 Martinez, Jodi	120133	.00	3,169.80	3,169.80
6103 Selcer-Kannan, Cheryseis Edra	120134	.00	2,661.58	2,661.58
5911 Stage, Karen Marie	120135	.00	1,837.63	1,837.63
5940 Torres, Lisa Marie	120136	.00	2,591.95	2,591.95
5001 Aschenbach, Noemi	120137	.00	3,251.16	3,251.16
5166 Baumann, Tamara	120138	.00	3,026.62	3,026.62
5166 Baumann, Tamara	120139	.00	1,000.00	1,000.00
5368 Herrera-Alem, Karina	120140	.00	1,693.35	1,693.35
5010 Rasner, Rachael	120141	.00	3,970.63	3,970.63
5716 Cusack, Kristin	120142	.00	2,213.35	2,213.35
5716 Cusack, Kristin	120143	.00	400.00	400.00
5818 Davis, Carolyn	120144	.00	2,033.15	2,033.15
5658 Rich, Christina	120145	.00	1,353.52	1,353.52
5186 Schenzel, Lisa Ann	120146	.00	1,331.52	1,331.52
4875 Macdonnell, Heather	120147	.00	2,527.30	2,527.30
4875 Macdonnell, Heather	120148	.00	1,000.00	1,000.00
6085 Riesner, Anke S	120149	.00	1,534.99	1,534.99
6100 Adamson, Blayney Elizabeth	120150	.00	1,819.80	1,819.80
5612 Aggarwal, Ankur	120151	.00	2,342.38	2,342.38
5852 Baylis, Mark	120152	.00	2,185.63	2,185.63
5736 Brewer, Brianna	120153	.00	2,373.25	2,373.25
6016 Chavez, Amy Renee	120154	.00	2,009.12	2,009.12
5992 Deen, Alexandra Elizabeth	120155	.00	1,960.83	1,960.83
5943 Finster, Brent Edwin	120156	.00	3,645.91	3,645.91
3229 Gochenouer, Debra	120157	.00	2,912.81	2,912.81
6099 Guajardo, Tara Cecilia	120158	.00	2,041.50	2,041.50
5939 Hagenbach, Cassidy	120159	.00	2,165.56	2,165.56
4862 Hall, Kaitlyn Cassandra Rose	120160	.00	2,930.96	2,930.96
5999 Hanson, Megan Lee	120161	.00	1,995.81	1,995.81

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
3522 Mccandless, Nonie	120162	.00	3,614.52	3,614.52
6080 Salas, Julia Marie	120163	.00	1,878.08	1,878.08
4749 Seeley, Edward Norman	120164	.00	2,929.50	2,929.50
6082 Snight, Laurel Jeanne	120165	.00	1,637.84	1,637.84
6082 Snight, Laurel Jeanne	120166	.00	181.98	181.98
5903 Victor, Aubrey Louise	120167	.00	1,833.47	1,833.47
3230 Woods, Cirra Alaire	120168	.00	3,382.85	3,382.85
5727 Anderson, Melinda	120169	.00	1,508.02	1,508.02
3549 Begovich, Jacqueline	120170	.00	2,412.02	2,412.02
4940 Brackett, Jeffrey	120171	.00	418.04	418.04
5485 Broumley, Cheryl	120172	.00	1,593.43	1,593.43
5674 Buma At, Ve	120173	.00	966.81	966.81
5048 Calabrese, Jennifer	120174	.00	1,834.19	1,834.19
5048 Calabrese, Jennifer	120175	.00	375.00	375.00
5135 Colley, Kathleen	120176	.00	601.22	601.22
4650 Cunningham, Kimbrely Ann	120177	.00	1,287.12	1,287.12
4825 Diedrichsen, John	120178	.00	1,477.80	1,477.80
4856 Grimes, Tanya Jean	120179	.00	1,765.52	1,765.52
3341 Gurule, Patricia A	120180	.00	2,440.30	2,440.30
4424 Kozerski, Russell Roman	120181	.00	2,143.76	2,143.76
6088 Losey, Hayden Brooke	120182	.00	1,344.56	1,344.56
5115 Nkala, Bethwell	120183	.00	1,838.52	1,838.52
4931 Perez, Irma	120184	.00	1,790.02	1,790.02
4681 Peterson, Richard	120185	.00	1,877.17	1,877.17
1676 Reid, Amanda	120186	.00	2,924.45	2,924.45
5492 Sickler, Andrew E	120187	.00	1,238.01	1,238.01
3369 Skaggs, Linda Joyce	120188	.00	2,798.17	2,798.17
5108 Spotts, Susan Ruth	120189	.00	1,632.08	1,632.08
6037 Stulik, Steven Charles	120190	.00	989.78	989.78
4933 Thomas, Diana R	120191	.00	1,930.33	1,930.33
5381 Walker, Michael John	120192	.00	1,881.08	1,881.08
5287 Wilkinson, Victoria Laverne	120193	.00	1,529.15	1,529.15
5896 Al Hebshi, Yasmeen Lea Traxler	120194	.00	2,796.30	2,796.30
5720 Bells, Vanna	120195	.00	2,659.73	2,659.73
3271 Davis, Luise	120196	.00	3,017.63	3,017.63
5813 DeGhelder, Timothy	120197	.00	4,483.75	4,483.75
5663 Gonzalez, Irene Danielle	120198	.00	1,827.30	1,827.30
5060 Hallam, Veronica Lyn	120199	.00	2,936.07	2,936.07
5712 Holle, Jessica Marie	120200	.00	784.46	784.46
6003 Kaleel, Theodore Dean	120201	.00	2,125.40	2,125.40
5972 Magnante, Willow Nicole	120202	.00	1,582.99	1,582.99
5634 McAfee, Corona Shea	120203	.00	339.49	339.49
6027 Saldana, Angela	120204	.00	313.73	313.73
5714 Sanders, Benjamin Thomas	120205	.00	1,677.84	1,677.84
5273 Soleta, Rachel Velda	120206	.00	1,881.36	1,881.36
5464 Treinen, Laura Suzanne	120207	.00	3,016.94	3,016.94
5132 Weber, Kathleen Alexandra	120208	.00	1,744.79	1,744.79
5448 Williams, Kaleigh Maureen	120209	.00	1,945.56	1,945.56
5171 Wilson, Laurence Edward	120210	.00	2,458.25	2,458.25
6026 York, Ashleigh Elizabeth	120211	.00	381.29	381.29
5140 Canales, Jonathan	120212	.00	2,427.42	2,427.42
5667 Harding, Scott R	120213	.00	1,899.72	1,899.72
4063 Harrison, Jerry	120214	.00	2,828.75	2,828.75
5067 Heldman, John Robert	120215	.00	2,945.77	2,945.77
5053 Kannan, Christopher William	120216	.00	2,131.05	2,131.05
6000 Pegram, Harvey Gilbert	120217	.00	2,017.50	2,017.50
5627 Polkow, Brian	120218	.00	2,190.01	2,190.01
5973 Poppenga II, Dean Edward	120219	.00	1,597.98	1,597.98
4453 Regalado, Jorge	120220	.00	2,210.51	2,210.51

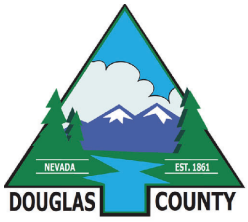


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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4103 Stanton, Ryan Lee	120221	.00	3,318.38	3,318.38
4502 Vazquez, Miguel	120222	.00	2,291.67	2,291.67
5066 Everett, Dennis Edward	120223	.00	1,244.82	1,244.82
6091 Mantel, Larry David	120224	.00	1,233.62	1,233.62
5665 Adie, Brook	120225	.00	4,805.25	4,805.25
6017 Bishop, Brant Gregory	120226	.00	2,419.96	2,419.96
5092 Bonar, Geoffrey	120227	.00	2,870.07	2,870.07
4722 Doerr, Scott	120228	.00	2,781.20	2,781.20
4651 Drees-Wasmer, Georgianna	120229	.00	2,726.16	2,726.16
5114 Hubbard, Dennis D.	120230	.00	2,423.02	2,423.02
4935 Logan, Cody Matthew	120231	.00	2,369.14	2,369.14
5482 Ogles, Clayton	120232	.00	1,052.22	1,052.22
5314 Barrie, Marcia	120233	.00	387.00	387.00
6090 Christopher, Corinne Marie	120234	.00	309.59	309.59
4468 Garrison, Karen L	120235	.00	1,243.06	1,243.06
4468 Garrison, Karen L	120236	.00	100.00	100.00
5899 Goin Thomas, Trumona	120237	.00	521.67	521.67
5936 Kelly, Terri Michelle	120238	.00	183.34	183.34
6035 Moreno, Adriana Renae	120239	.00	336.65	336.65
6105 Pendola, Victoria Marie	120240	.00	321.98	321.98
6105 Pendola, Victoria Marie	120241	.00	80.49	80.49
5976 Schuler, Melissa Lynn	120242	.00	878.61	878.61
6024 Torres, Joshua Tyler	120243	.00	336.64	336.64
3244 Ward, Anne Marie	120244	.00	1,431.26	1,431.26
4964 Beberg, Cynthia	120245	.00	1,896.14	1,896.14
5596 Castellanos-Rose, Emma	120246	.00	1,659.44	1,659.44
5613 Cook, Susan	120247	.00	1,614.63	1,614.63
4644 Delallo, Joseph	120248	.00	1,412.96	1,412.96
6107 DiFabio, Michael Joseph	120249	.00	845.92	845.92
5416 Lee, Elisa Diane	120250	.00	2,187.54	2,187.54
6093 Loyola Gonzalez, Bianca Itzel	120251	.00	438.10	438.10
4648 Martineau, Kathryn	120252	.00	679.88	679.88
6104 Olson, Raye	120253	.00	745.19	745.19
5856 Ong, Marlo	120254	.00	910.85	910.85
4636 Pekar, Elliot	120255	.00	1,909.21	1,909.21
5672 Romero-Gudino, Kevin	120256	.00	1,422.79	1,422.79
4337 Summers, Kay Annette	120257	.00	2,036.00	2,036.00
6076 Swanson, Charles Alan	120258	.00	644.50	644.50
6092 Toro, Karla Simone	120259	.00	522.21	522.21
5469 Bring, Glen	120260	.00	2,010.86	2,010.86
5713 Lonnegren, Nicholas Edward	120261	.00	2,193.37	2,193.37
5915 Lowry, Karen	120262	.00	1,292.19	1,292.19
5850 McGee, Lisa	120263	.00	1,226.35	1,226.35
5606 Perez, Christina	120264	.00	1,041.75	1,041.75
4960 Robertson, Staci	120265	.00	1,399.69	1,399.69
5312 Thomas, Anna Pauline	120266	.00	1,254.79	1,254.79
3309 Yaworski, Jessica Leah	120267	.00	1,330.64	1,330.64
5104 Cline, Cole	120268	.00	1,948.79	1,948.79
5918 Harrison, Russell	120269	.00	1,437.23	1,437.23
5687 Martin, Joshua Roy	120270	.00	2,081.30	2,081.30
5260 Murray, Timothy	120271	.00	1,568.69	1,568.69
5588 ODonnell, Sandra	120272	.00	1,486.44	1,486.44
5709 Paterson-Lewis, Heather	120273	.00	1,050.74	1,050.74
5942 Ravenelle, Sarah Rose	120274	.00	967.80	967.80
5631 Unruh, Laura Anne	120275	.00	1,997.81	1,997.81
5688 Woods, Lisa Mary	120276	.00	1,127.56	1,127.56
6098 Wright, Colleen Lorraine	120277	.00	1,597.98	1,597.98
5362 Lyons, Bradley Allen	120278	.00	1,937.97	1,937.97
5985 Parra, Rafael Jessee	120279	.00	1,804.81	1,804.81



Payment Batch Register

Pay Date Range 05/11/24 - 05/24/24

Pay Batch 05/31/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5356 Samansky, Jason Travis	120280	.00	2,666.05	2,666.05
4863 Walker, Courtney Lynn	120281	.00	3,373.71	3,373.71
5626 Werley, Cody Steven	120282	.00	1,862.72	1,862.72
4326 Begovich, Jeff	120283	.00	3,392.37	3,392.37
5355 Calora, Marilyn	120284	.00	1,256.39	1,256.39
5292 Fisher, Christopher	120285	.00	1,861.23	1,861.23
5830 Godecke, Andrew Robert	120286	.00	1,644.36	1,644.36
5332 Hawes, Austin Richard	120287	.00	1,836.85	1,836.85
5059 Norkunas, Daniel	120288	.00	1,804.77	1,804.77
5054 Smith, Rebecca Holly	120289	.00	1,901.59	1,901.59
6043 Aguilar, Carlos Joseph	120290	.00	834.83	834.83
4754 Brown, Alex	120291	.00	2,876.20	2,876.20
5017 Brown, Michelle	120292	.00	2,251.20	2,251.20
5016 Cady, Jeffrey	120293	.00	3,629.98	3,629.98
5320 Camara, Robert	120294	.00	954.75	954.75
4949 Cruz-Alvarez, Saul	120295	.00	1,919.02	1,919.02
5616 Daniels, Anthony	120296	.00	1,902.71	1,902.71
4864 Frisby, John D	120297	.00	5,387.70	5,387.70
6044 Glassburn, Christopher Mickeal	120298	.00	2,755.29	2,755.29
4364 Hamer, Rachel Lea	120299	.00	2,797.28	2,797.28
4445 Kistler, Daniel John	120300	.00	2,458.93	2,458.93
4191 Martin, Jody	120301	.00	2,284.37	2,284.37
6040 McAdoo, Kevin Thomas	120302	.00	2,433.39	2,433.39
5859 Melandow, Meggan Elizabeth	120303	.00	1,789.45	1,789.45
4800 Parke, Jason	120304	.00	2,668.73	2,668.73
6041 Roberts, Drew Edwin	120305	.00	1,800.85	1,800.85
4577 Schurke, Marcie Linn	120306	.00	2,847.10	2,847.10
4872 Sitterley, Freddy	120307	.00	1,970.03	1,970.03
4910 Warne, Brian John	120308	.00	1,726.14	1,726.14
6049 Whalen, Danielle Maria	120309	.00	1,795.46	1,795.46
3275 Garren, Ed M	120310	.00	834.12	834.12
6095 Kamin, Micah A.	120311	.00	1,245.46	1,245.46
4637 Lacost, Geoffrey Alan	120312	.00	4,189.08	4,189.08
3164 Louthan, Carol Ann	120313	.00	3,470.00	3,470.00
5620 Matus, Eric	120314	.00	2,509.44	2,509.44
5806 McRae, Kurt	120315	.00	1,899.71	1,899.71
5839 Mlnarik, Wayne	120316	.00	1,756.92	1,756.92
4021 Nicholson, Marie	120317	.00	2,264.39	2,264.39
4508 Nilssen, Erik	120318	.00	4,614.74	4,614.74
6096 Shaw, Justin Leroy	120319	.00	1,843.15	1,843.15
6097 Wilders, Shawn R	120320	.00	1,675.65	1,675.65
5909 Cook, Mark	120321	.00	1,838.94	1,838.94
5970 Eissel, Aron Alec	120322	.00	1,656.84	1,656.84
5908 Wittler, Brent James	120323	.00	1,696.99	1,696.99
6025 Zepeda, Luis Gonsalez	120324	.00	1,713.30	1,713.30
5276 Brunz, Emily	120325	.00	2,386.88	2,386.88
4357 Roberts, Monique	120326	.00	729.80	729.80
6129 Antokal, Cynthia Lynn	750167	94.61	.00	94.61
6052 Arriola, Yvonne Marie	750168	115.30	.00	115.30
6054 Auld, Mary L	750169	47.30	.00	47.30
5885 Baratti, Kelli	750170	94.61	.00	94.61
5775 Bowman, Gary	750171	47.30	.00	47.30
5782 Brink, Eric	750172	47.31	.00	47.31
5879 Brown, Sylvia	750173	236.52	.00	236.52
3108 Burnside, Craig	750174	272.20	.00	272.20
6056 Burns, Leslie Genette	750175	47.30	.00	47.30
5789 Christ, Kristy	750176	47.30	.00	47.30
5887 Clary, Paula	750177	94.61	.00	94.61
6055 Click, Gwen I	750178	47.31	.00	47.31

Payment Batch Register

Pay Date Range 05/11/24 - 05/24/24

Pay Batch 05/31/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5790 Cohen, Adam	750179	47.29	.00	47.29
5780 Colavecchio, Carol	750180	47.30	.00	47.30
5797 Conner, Robert	750181	47.31	.00	47.31
6067 Dodge, Kathryn	750182	65.05	.00	65.05
6125 Doyel, Kathleen Rene	750183	94.61	.00	94.61
6133 Engeman, George Alvin	750184	94.61	.00	94.61
5542 Erskine, Nellie E	750185	47.29	.00	47.29
6058 Fargnoli, Ralph	750186	47.30	.00	47.30
6124 Gallo, Sarah Suzanne	750187	94.61	.00	94.61
5564 Gearty, Janice Sue	750188	94.61	.00	94.61
5799 Gout, Barteld	750189	94.61	.00	94.61
5753 Greenwood, Eugenia	750190	47.30	.00	47.30
6132 Heinricy, Carol Ann	750191	94.61	.00	94.61
5778 Hojnacke, Elizabeth	750192	47.30	.00	47.30
6112 Huelsman, Deborah	750193	94.61	.00	94.61
6135 Jakl, Leonard Kay	750194	94.61	.00	94.61
5800 Jarvis, Janet	750195	47.30	.00	47.30
6121 Klein, Daryl Gene	750196	94.61	.00	94.61
6116 Kraut, Laura Michele	750197	94.61	.00	94.61
5774 Lacy, Elinor	750198	47.29	.00	47.29
6136 Lawrence, Julia Michelle	750199	94.61	.00	94.61
6061 Lommel, Barbara Jane	750200	47.30	.00	47.30
5219 Long, Christina	750201	47.30	.00	47.30
5772 Mahon-Hatten, Michele	750202	94.61	.00	94.61
5754 Martin, Shirley	750203	47.29	.00	47.29
6109 Miller, Lynnette Maree	750204	94.61	.00	94.61
6062 Miner, Christine	750205	47.29	.00	47.29
6113 Onorato, Dianne Marie	750206	94.61	.00	94.61
6111 Onorato, Peter Scott	750207	94.61	.00	94.61
6064 Parker, Laurie	750208	94.61	.00	94.61
6115 Peacock, Anthony Joseph	750209	94.61	.00	94.61
6065 Pelz, Vernon	750210	76.88	.00	76.88
5886 Poyzer, Diane	750211	47.30	.00	47.30
5757 Pumphrey, Patricia	750212	47.30	.00	47.30
5769 Ramm, Luke	750213	47.29	.00	47.29
6118 Ramsey, Christine Ann	750214	94.61	.00	94.61
5873 Risley, Sarah	750215	47.30	.00	47.30
5867 Robertson, William Edgar JR	750216	47.29	.00	47.29
6126 Roman, Mary Swallow	750217	94.61	.00	94.61
4616 Roney, Terry	750218	47.30	.00	47.30
6068 Rousse, Melissa	750219	47.31	.00	47.31
5768 Schmid, Patrick	750220	47.30	.00	47.30
6131 Scott, Kathleen Yvonne	750221	94.61	.00	94.61
6119 Shaw, Paige Allison	750222	94.61	.00	94.61
5749 Souligny, William	750223	47.30	.00	47.30
6127 Stanton, Parrish Ann	750224	94.61	.00	94.61
5515 Stoner, Kathleen	750225	94.61	.00	94.61
6120 Strehlow, Cheryl Ann	750226	94.61	.00	94.61
5746 Valdes, Elizabeth	750227	47.30	.00	47.30
6140 van de Merwe, Tineke	750228	94.61	.00	94.61
5759 Walder, Kirk	750229	76.87	.00	76.87
6128 Ward, Clay Andrew	750230	94.61	.00	94.61
4808 Kyeremeh, Ignatius Kofi	750231	2,494.22	.00	2,494.22
5931 Tovar, Jessica	750232	1,408.36	.00	1,408.36
3569 Budden, Sherman	750233	884.58	.00	884.58
5018 Sousa, Ricci Gordon	750234	1,043.71	.00	1,043.71
5987 Blanhir de Bacio, Maria Guadalupe	750235	111.23	.00	111.23
5977 Smith, Debbie Anne	750236	711.10	.00	711.10
5957 Campos, Izabela Rubi	750237	352.50	.00	352.50

Payment Batch Register

Pay Date Range 05/11/24 - 05/24/24

Pay Batch 05/31/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6042 Dempsey, Ender Jack	750238	225.31	.00	225.31
4043 Tucker, Yolanda Cecelia	750239	785.05	.00	785.05
5603 Vincent, Ashley Marea	750240	208.18	.00	208.18
5352 Albert, Steven	750241	1,350.18	.00	1,350.18
5816 Johnson, Hannah Mabel	900000446	.00	.00	.00
	Grand Totals	$14,532.60	$1,518,377.46	$1,532,910.06
	Total Checks 76			
	Total Direct Deposits 637			

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 06/07/2024 Payables, 06/14/2024 Payroll, 06/14/2024 Payables, 06/21/2024 Payables, 06/28/2024 Payroll and 06/28/2024 Payables. (Amy Burgans)

RECOMMENDED MOTION:
Accept the cumulative voucher sheets submitted for checks and electronic fund transfers for the 06/07/2024 Payables, 06/14/2024 Payroll, 06/14/2024 Payables, 06/21/2024 Payables, 06/28/2024 Payroll and 06/28/2024 Payables as presented.

FINANCIAL IMPACT:
Total payables and payroll for Douglas County for June is $10,187,166.74.

BACKGROUND:
NRS 244.210 requires every demand against the County, except the salaries of the elective officers of the County whose salaries are fixed by law, contested claims, and requests for refunds payable out of budgeted appropriations, be listed on cumulative voucher sheets and audited by the County Comptroller. The County Comptroller shall satisfy himself or herself whether the money demanded is legally due and remains unpaid, and whether its payment is authorized by law. If the demands qualify for payment, warrants must be drawn on the County Treasurer in accordance with the listing of the demands on the voucher sheets. The warrants and voucher sheets must be signed by the County Comptroller and the County Treasurer. A signed copy of the cumulative voucher sheets must be forwarded by the County Treasurer to the Board of County Commissioners.

ATTACHMENTS:
06072024Payables.pdf
06142024Payables.pdf
06142024Payroll.pdf

06212024Payables.pdf
06282024Payables.pdf
06282024Payroll.pdf

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $832,064.22 FOR CHECKS #750396-750589 AND EFTS #120364-120435, ALL DATED 06-07-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.28 15:41:43 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.06.28 14:24:42 -07'00'
ASSISTANT TREASURER

Douglas County
06/07/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	06/07/2024	750396	Accounts Payable	ABE Printing & Copy		536.76
Check	06/07/2024	750397	Accounts Payable	ACCO Engineered Systems		1,147.00
Check	06/07/2024	750398	Accounts Payable	Accolades Trophies & Engraving		108.80
Check	06/07/2024	750399	Accounts Payable	Ace Hardware		313.46
Check	06/07/2024	750400	Accounts Payable	Ace Hardware		110.59
Check	06/07/2024	750401	Accounts Payable	Airgas USA LLC		46.30
Check	06/07/2024	750402	Accounts Payable	Albert , Shannon		72.94
Check	06/07/2024	750403	Accounts Payable	Alhambra		42.46
Check	06/07/2024	750404	Accounts Payable	Alsco Inc		510.20
Check	06/07/2024	750405	Accounts Payable	Anarchy Outdoors		247.61
Check	06/07/2024	750406	Accounts Payable	ARC Health and Wellness Centers, LLC		2,644.00
Check	06/07/2024	750407	Accounts Payable	Ascent Environmental Inc		12,348.30
Check	06/07/2024	750408	Accounts Payable	ASJ Small Engines Etc		293.76
Check	06/07/2024	750409	Accounts Payable	AT&T Mobility National Accounts LLC		631.54
Check	06/07/2024	750410	Accounts Payable	Austin , Jethro		65.00
Check	06/07/2024	750411	Accounts Payable	B&L Backflow Testing Specialist LLC		4,197.05
Check	06/07/2024	750412	Accounts Payable	Baker & Taylor		3,598.00
Check	06/07/2024	750413	Accounts Payable	Begovich , Christi		100.00
Check	06/07/2024	750414	Accounts Payable	Bently Ranch		2,821.50
Check	06/07/2024	750415	Accounts Payable	Bernard , Matthew P		500.00
Check	06/07/2024	750416	Accounts Payable	BetterGIS		5,000.00
Check	06/07/2024	750417	Accounts Payable	Bonanza Reporting & Videoconference Center		378.13
Check	06/07/2024	750418	Accounts Payable	Brady Industries LLC		857.75
Check	06/07/2024	750419	Accounts Payable	Bruce MacKay Pump & Well Service Inc		80,193.68
Check	06/07/2024	750420	Accounts Payable	Caliber Collision		1,454.95
Check	06/07/2024	750421	Accounts Payable	Carson City Public Works		7,752.26
Check	06/07/2024	750422	Accounts Payable	Carson Valley Health		150.00
Check	06/07/2024	750423	Accounts Payable	Carson Valley Movers		937.50
Check	06/07/2024	750424	Accounts Payable	Carson Valley Signs		302.50
Check	06/07/2024	750425	Accounts Payable	Carson Valley Trails Association		2,000.00
Check	06/07/2024	750426	Accounts Payable	Carson Valley Veterinary Hospital Inc		385.00
Check	06/07/2024	750427	Accounts Payable	Caselle Inc		9,188.00
Check	06/07/2024	750428	Accounts Payable	Center Point Large Print		48.00

Douglas County

06/07/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/07/2024	750429	Accounts Payable	Chaney , Jeffrey P		1,811.00
Check	06/07/2024	750430	Accounts Payable	Charter Communications Operating LLC		139.98
Check	06/07/2024	750431	Accounts Payable	Chavez , George A		65.00
Check	06/07/2024	750432	Accounts Payable	Clarity Counseling Services		3,225.00
Check	06/07/2024	750433	Accounts Payable	Column Software PBC		291.19
Check	06/07/2024	750434	Accounts Payable	Commercial Equipment Source		4,737.97
Check	06/07/2024	750435	Accounts Payable	Connolly , Kelly & Lisa		5,179.15
Check	06/07/2024	750436	Accounts Payable	Construction Sealants & Supply		1,286.00
Check	06/07/2024	750437	Accounts Payable	Costco-Juvenile		305.40
Check	06/07/2024	750438	Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges , Dan		350.00
Check	06/07/2024	750439	Accounts Payable	Curtis , Mary Ann		65.00
Check	06/07/2024	750440	Accounts Payable	Davis , Bryan B		550.00
Check	06/07/2024	750441	Accounts Payable	DB Innovations LLC		3,250.00
Check	06/07/2024	750442	Accounts Payable	Desert Hills Fire & Security Systems Inc (ACH)		1,620.00
Check	06/07/2024	750443	Accounts Payable	Desert Star Landscaping		6,800.00
Check	06/07/2024	750444	Accounts Payable	Directv Inc		119.38
Check	06/07/2024	750445	Accounts Payable	Douglas Disposal Inc		13,703.73
Check	06/07/2024	750446	Accounts Payable	Driscoll , Bill		500.00
Check	06/07/2024	750447	Accounts Payable	Duffy , Becky		2,000.00
Check	06/07/2024	750448	Accounts Payable	Duffy , Deborah M		65.00
Check	06/07/2024	750449	Accounts Payable	Everest Communications		2,250.15
Check	06/07/2024	750450	Accounts Payable	Everett , Megan		21.42
Check	06/07/2024	750451	Accounts Payable	Ewing Irrigation Products		200.76
Check	06/07/2024	750452	Accounts Payable	Express Systems		1,160.44
Check	06/07/2024	750453	Accounts Payable	Farnworth , Carla		1,350.00
Check	06/07/2024	750454	Accounts Payable	Flag Store of Nevada Inc		718.00
Check	06/07/2024	750455	Accounts Payable	Florence Fence Inc		2,736.50
Check	06/07/2024	750456	Accounts Payable	Flyers Energy LLC		12,114.11
Check	06/07/2024	750457	Accounts Payable	Frontier		45.27
Check	06/07/2024	750458	Accounts Payable	Frontier		707.88
Check	06/07/2024	750459	Accounts Payable	Frontier		56.73
Check	06/07/2024	750460	Accounts Payable	Frontier		637.18
Check	06/07/2024	750461	Accounts Payable	Frontier		18,419.70
Check	06/07/2024	750462	Accounts Payable	G&R Pest Control		275.00

Douglas County

06/07/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/07/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/07/2024	750463 Accounts Payable	Gardnerville Town Of		595.40
Check	06/07/2024	750464 Accounts Payable	Glasson , Richard		870.00
Check	06/07/2024	750465 Accounts Payable	Golub , Debbie Duran		97.50
Check	06/07/2024	750466 Accounts Payable	Gonzalez , Estefany		300.00
Check	06/07/2024	750467 Accounts Payable	Good Equipment Repair		422.50
Check	06/07/2024	750468 Accounts Payable	Grainger Inc		130.41
Check	06/07/2024	750469 Accounts Payable	Hartman , Jill		867.75
Check	06/07/2024	750470 Accounts Payable	Harvey , Kandis		65.00
Check	06/07/2024	750471 Accounts Payable	Havens , James G		65.00
Check	06/07/2024	750472 Accounts Payable	Higuera , Lloyd W		550.00
Check	06/07/2024	750473 Accounts Payable	Home Depot - 6978		4,685.13
Check	06/07/2024	750474 Accounts Payable	Hunt Propane Inc		26.95
Check	06/07/2024	750475 Accounts Payable	Ingram Library Services		845.35
Check	06/07/2024	750476 Accounts Payable	Jackson, Mark - Petty Cash		14.60
Check	06/07/2024	750477 Accounts Payable	Jones , Sharie L		367.25
Check	06/07/2024	750478 Accounts Payable	Kanow , Tina		125.00
Check	06/07/2024	750479 Accounts Payable	Kimley-Horn & Associates Inc		2,700.00
Check	06/07/2024	750480 Accounts Payable	Klekar , Steven K		32.50
Check	06/07/2024	750481 Accounts Payable	Kohbarger , Lisa		1,000.00
Check	06/07/2024	750482 Accounts Payable	Law Offices of Morales, Fierro & Reeves		5,445.00
Check	06/07/2024	750483 Accounts Payable	Lewis , Nicole A		65.00
Check	06/07/2024	750484 Accounts Payable	Likins , Stephen		743.75
Check	06/07/2024	750485 Accounts Payable	Long , Christina E		289.25
Check	06/07/2024	750486 Accounts Payable	Lopeman Bride , Kelly		65.00
Check	06/07/2024	750487 Accounts Payable	LoPresto , Tessa		68.25
Check	06/07/2024	750488 Accounts Payable	Lowrie , Stephanie		220.00
Check	06/07/2024	750489 Accounts Payable	Medtech Services Inc		173.71
Check	06/07/2024	750490 Accounts Payable	Meeks Lumber		78.76
Check	06/07/2024	750491 Accounts Payable	MGX Equipment Services LLC		1,451.94
Check	06/07/2024	750492 Accounts Payable	Minden Lawyers LLC		300.00
Check	06/07/2024	750493 Accounts Payable	Minden Town of		5,057.40
Check	06/07/2024	750494 Accounts Payable	Morris , Lamonte K		65.00
Check	06/07/2024	750495 Accounts Payable	Nevada News Group		777.26
Check	06/07/2024	750496 Accounts Payable	Nevada News Group		635.75
Check	06/07/2024	750497 Accounts Payable	Nevada News Group		345.76

Douglas County

06/07/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/07/2024	750498	Accounts Payable	Nevada News Group		878.38
Check	06/07/2024	750499	Accounts Payable	Nevada Tool Grinding		369.60
Check	06/07/2024	750500	Accounts Payable	Nevada Water Resources Association		500.00
Check	06/07/2024	750501	Accounts Payable	Northern Nevada Business Weekly		75.00
Check	06/07/2024	750502	Accounts Payable	NV Department of Agriculture		817.04
Check	06/07/2024	750503	Accounts Payable	NV Department of Agriculture		17.50
Check	06/07/2024	750504	Accounts Payable	NV Energy		1,145.06
Check	06/07/2024	750505	Accounts Payable	NV Energy		449.06
Check	06/07/2024	750506	Accounts Payable	NV Energy		6,623.45
Check	06/07/2024	750507	Accounts Payable	NV Energy		619.69
Check	06/07/2024	750508	Accounts Payable	NV Energy		705.96
Check	06/07/2024	750509	Accounts Payable	NV Energy		443.82
Check	06/07/2024	750510	Accounts Payable	NV Energy		47,127.13
Check	06/07/2024	750511	Accounts Payable	NV State Dept of Conservation & Natural Resources		4,575.50
Check	06/07/2024	750512	Accounts Payable	NV State Division of Environmental Protection		436.00
Check	06/07/2024	750513	Accounts Payable	NV State Division of Environmental Protection		300.00
Check	06/07/2024	750514	Accounts Payable	Odin Systems Inc		7,190.00
Check	06/07/2024	750515	Accounts Payable	ODP Business Solutions LLC		1,414.32
Check	06/07/2024	750516	Accounts Payable	Ortega , Jeff		65.00
Check	06/07/2024	750517	Accounts Payable	Out West Catering		7,080.00
Check	06/07/2024	750518	Accounts Payable	Parenti , Anthony		475.00
Check	06/07/2024	750519	Accounts Payable	Partnership Douglas County Inc		340.44
Check	06/07/2024	750520	Accounts Payable	Parts House		2,161.61
Check	06/07/2024	750521	Accounts Payable	Parts House		81.68
Check	06/07/2024	750522	Accounts Payable	Parts House		181.69
Check	06/07/2024	750523	Accounts Payable	PDM Steel Service Centers Inc		174.76
Check	06/07/2024	750524	Accounts Payable	Pepsi-Cola		427.05
Check	06/07/2024	750525	Accounts Payable	Perkins , Thomas E		550.00
Check	06/07/2024	750526	Accounts Payable	Persey , Kevin		65.00
Check	06/07/2024	750527	Accounts Payable	Peterbilt Truck Parts and Equipment LLC		318.17
Check	06/07/2024	750528	Accounts Payable	Pitney Bowes Inc		116.19
Check	06/07/2024	750529	Accounts Payable	PK Electrical Inc		1,360.00
Check	06/07/2024	750530	Accounts Payable	Poland , Don		55.00

Douglas County

06/07/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/07/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/07/2024	750531 Accounts Payable	Prime Buy		3,271.20
Check	06/07/2024	750532 Accounts Payable	Purcell Tire Company		3,437.06
Check	06/07/2024	750533 Accounts Payable	Qual-Econ USA		21,514.60
Check	06/07/2024	750534 Accounts Payable	Rajeski , Andrea		37.52
Check	06/07/2024	750535 Accounts Payable	Rango Broadband		480.00
Check	06/07/2024	750536 Accounts Payable	Roney , Terry		150.00
Check	06/07/2024	750537 Accounts Payable	Roth , Cheryl M		68.25
Check	06/07/2024	750538 Accounts Payable	Schille , Patricia		135.34
Check	06/07/2024	750539 Accounts Payable	Schulz , Darren		65.00
Check	06/07/2024	750540 Accounts Payable	Sergio's Custom Painting		14,800.00
Check	06/07/2024	750541 Accounts Payable	SHI International Corp		3,127.89
Check	06/07/2024	750542 Accounts Payable	Sierra Nevada Construction Inc		40,809.71
Check	06/07/2024	750543 Accounts Payable	Sierra Select		800.00
Check	06/07/2024	750544 Accounts Payable	Silver State Analytical Laboratories Inc		71.00
Check	06/07/2024	750545 Accounts Payable	Silver State Industries		1,413.00
Check	06/07/2024	750546 Accounts Payable	Silver State Towing LLC		251.00
Check	06/07/2024	750547 Accounts Payable	Singer , Daria		141.85
Check	06/07/2024	750548 Accounts Payable	Snowshoe Thompson		500.00
Check	06/07/2024	750549 Accounts Payable	SoSuTV Corp		7,320.00
Check	06/07/2024	750550 Accounts Payable	Southwest Gas		214.68
Check	06/07/2024	750551 Accounts Payable	Spectrum Business		654.27
Check	06/07/2024	750552 Accounts Payable	Stephens , Timothy Bartlett		187.20
Check	06/07/2024	750553 Accounts Payable	Stericycle Inc		742.33
Check	06/07/2024	750554 Accounts Payable	Sunrise Engineering Inc		2,011.50
Check	06/07/2024	750555 Accounts Payable	Sysco Food Services of Sacramento		73.44
Check	06/07/2024	750556 Accounts Payable	Sysco Food Services of Sacramento		2,622.80
Check	06/07/2024	750557 Accounts Payable	Sysco Food Services of Sacramento		4,945.93
Check	06/07/2024	750558 Accounts Payable	Sysco Food Services of Sacramento		2,924.62
Check	06/07/2024	750559 Accounts Payable	T-Mobile USA Inc		532.55
Check	06/07/2024	750560 Accounts Payable	Tahoe Basin Container Service Inc		143.00
Check	06/07/2024	750561 Accounts Payable	Tahoe Supply Company		876.27
Check	06/07/2024	750562 Accounts Payable	The Moore Law Group APC		936.59
Check	06/07/2024	750563 Accounts Payable	The Public Restroom Company		79,052.00
Check	06/07/2024	750564 Accounts Payable	Thomson Reuters-West		1,546.30
Check	06/07/2024	750565 Accounts Payable	Thrive Reno Print & Mail		75.04

Douglas County

06/07/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/07/2024	750566	Accounts Payable	Uniformity of Nevada LLC		39.38
Check	06/07/2024	750567	Accounts Payable	US Foods Inc		2,153.72
Check	06/07/2024	750568	Accounts Payable	US Foods Inc		2,787.29
Check	06/07/2024	750569	Accounts Payable	US Postmaster - Minden		216.00
Check	06/07/2024	750570	Accounts Payable	USA Fleet Solutions		1,420.57
Check	06/07/2024	750571	Accounts Payable	USABluebook		2,096.77
Check	06/07/2024	750572	Accounts Payable	Venezia , Lucy J		65.00
Check	06/07/2024	750573	Accounts Payable	Walmart Community		899.72
Check	06/07/2024	750574	Accounts Payable	Walsh , Larry		500.00
Check	06/07/2024	750575	Accounts Payable	Warren Reed Insurance		100.00
Check	06/07/2024	750576	Accounts Payable	Welcomes Auto Body & Towing		1,709.00
Check	06/07/2024	750577	Accounts Payable	West Marine Pro		210.18
Check	06/07/2024	750578	Accounts Payable	Western Nevada Regional Youth Lyon County		43,400.00
Check	06/07/2024	750579	Accounts Payable	Western Nevada Supply Co		4,043.36
Check	06/07/2024	750580	Accounts Payable	Xerox Corporation		1,511.07
Check	06/07/2024	750581	Accounts Payable	Yeaman , Guy		1,105.00
Check	06/07/2024	750582	Accounts Payable	Young , Zachary		217.14
Check	06/07/2024	750583	Accounts Payable	YourMembership.com Inc		584.10
Check	06/07/2024	750584	Accounts Payable	High Sierra Elevator Inspections Inc (ACH)		1,816.75
Check	06/07/2024	750585	Accounts Payable	Creative Conversations Mediation and Counseling , (ACH)		750.00
Check	06/07/2024	750586	Accounts Payable	Springshare LLC		611.00
Check	06/07/2024	750587	Accounts Payable	TAPCO (ACH)		7,205.00
Check	06/07/2024	750588	Accounts Payable	Dr Margaret Dixon LC (ACH)		640.00
Check	06/07/2024	750589	Accounts Payable	Christensen (ACH) , Chad		1,968.75
EFT	06/07/2024	120364	Accounts Payable	A Sign Shop (ACH)		405.00
EFT	06/07/2024	120365	Accounts Payable	A+ Janitorial Service (ACH)		450.00
EFT	06/07/2024	120366	Accounts Payable	Allied Sanitation & Septic Service LLC (ACH)		2,183.13
EFT	06/07/2024	120367	Accounts Payable	Allison MacKenzie Ltd (ACH)		2,230.00
EFT	06/07/2024	120368	Accounts Payable	Amazon Business (ACH)		12,102.84
EFT	06/07/2024	120369	Accounts Payable	American Exchange LLC (ACH)		3,722.23
EFT	06/07/2024	120370	Accounts Payable	Bisbee (ACH) , Patricia L		97.50
EFT	06/07/2024	120371	Accounts Payable	Blackstone Publishing (ACH)		617.07
EFT	06/07/2024	120372	Accounts Payable	Brown (ACH) , Richard		2,000.00

Douglas County

06/07/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	06/07/2024	120373	Accounts Payable	Bulbman (ACH)		872.00
EFT	06/07/2024	120374	Accounts Payable	Capitol Reporters (ACH)		1,228.00
EFT	06/07/2024	120375	Accounts Payable	Carlquist (ACH) , Heather		1,000.00
EFT	06/07/2024	120376	Accounts Payable	Carson Valley Arts Council (ACH)		800.00
EFT	06/07/2024	120377	Accounts Payable	Carson Valley Locksmith (ACH)		701.95
EFT	06/07/2024	120378	Accounts Payable	Chernock (ACH) , William D		500.00
EFT	06/07/2024	120379	Accounts Payable	Cintas Corporation (ACH)		121.12
EFT	06/07/2024	120380	Accounts Payable	Clark Pest Control (ACH)		120.00
EFT	06/07/2024	120381	Accounts Payable	Clock Tower Center LLC (ACH)		800.00
EFT	06/07/2024	120382	Accounts Payable	Cook's Correctional (ACH)		480.64
EFT	06/07/2024	120383	Accounts Payable	Digital Technology Solutions Inc / DTS Fiber (ACH)		464.96
EFT	06/07/2024	120384	Accounts Payable	Douglas Animal Welfare Group (DAWG) (ACH)		2,142.00
EFT	06/07/2024	120385	Accounts Payable	DOWL, LLC (ACH)		525.00
EFT	06/07/2024	120386	Accounts Payable	Ence Law Ltd (ACH)		450.00
EFT	06/07/2024	120387	Accounts Payable	Fife (ACH) , Nancy J		200.00
EFT	06/07/2024	120388	Accounts Payable	Hanson (ACH) , Cayle		349.09
EFT	06/07/2024	120389	Accounts Payable	HDL Software LLC (ACH)		10,454.04
EFT	06/07/2024	120390	Accounts Payable	Helion Software Inc (ACH)		9,406.00
EFT	06/07/2024	120391	Accounts Payable	Holman (ACH) , John R		1,673.50
EFT	06/07/2024	120392	Accounts Payable	Hunewill (ACH) , Frank		399.85
EFT	06/07/2024	120393	Accounts Payable	Idemia Identity & Security USA LLC (ACH)		3,119.00
EFT	06/07/2024	120394	Accounts Payable	Inland Supply Co Inc (ACH)		143.70
EFT	06/07/2024	120395	Accounts Payable	Inland Supply Co Inc (ACH)		2,763.90
EFT	06/07/2024	120396	Accounts Payable	Inland Supply Co Inc (ACH)		1,066.26
EFT	06/07/2024	120397	Accounts Payable	Inland Supply Co Inc (ACH)		946.31
EFT	06/07/2024	120398	Accounts Payable	Knecht (ACH) , Raquel		161.64
EFT	06/07/2024	120399	Accounts Payable	Koontz (ACH) , Richard		625.86
EFT	06/07/2024	120400	Accounts Payable	L/P Insurance Services LLC (ACH)		4,557.00
EFT	06/07/2024	120401	Accounts Payable	Marty's Appliance Inc (ACH)		670.42
EFT	06/07/2024	120402	Accounts Payable	Mercury Marine (ACH)		300.00
EFT	06/07/2024	120403	Accounts Payable	Midwest Tape (ACH)		939.02
EFT	06/07/2024	120404	Accounts Payable	Model Dairy LLC (ACH)		725.01
EFT	06/07/2024	120405	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		79.98

Douglas County
06/07/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	06/07/2024	120406	Accounts Payable	Naturescape Inc (ACH)		1,816.40
EFT	06/07/2024	120407	Accounts Payable	NV JFG Systems LLC (ACH)		6,600.00
EFT	06/07/2024	120408	Accounts Payable	Opti-Fit International Inc (ACH)		2,219.50
EFT	06/07/2024	120409	Accounts Payable	Overhead Fire Protection Inc (ACH)		1,365.00
EFT	06/07/2024	120410	Accounts Payable	Pape Machinery Inc (ACH)		260.15
EFT	06/07/2024	120411	Accounts Payable	Park (ACH) , James E , JR		500.00
EFT	06/07/2024	120412	Accounts Payable	Park Ranch Meats LLC (ACH)		1,363.33
EFT	06/07/2024	120413	Accounts Payable	Paul Cavin Architect LLC (ACH)		2,000.00
EFT	06/07/2024	120414	Accounts Payable	Playaway Products LLC (ACH)		183.97
EFT	06/07/2024	120415	Accounts Payable	ProVoteSolutions (ACH)		29,756.47
EFT	06/07/2024	120416	Accounts Payable	R & S Optimum Offset (ACH)		5,606.00
EFT	06/07/2024	120417	Accounts Payable	Reno Carson Messenger Service Inc (ACH)		237.18
EFT	06/07/2024	120418	Accounts Payable	RFI Enterprises Inc (ACH)		20,480.00
EFT	06/07/2024	120419	Accounts Payable	Sagebrush Sprouts Preschool		5,443.50
EFT	06/07/2024	120420	Accounts Payable	Sapience Practice (ACH)		2,500.00
EFT	06/07/2024	120421	Accounts Payable	Satmodo (ACH)		328.53
EFT	06/07/2024	120422	Accounts Payable	Smith Valley Garage Inc (ACH)		24.80
EFT	06/07/2024	120423	Accounts Payable	Summit Plumbing Co LLC (ACH)		5,445.43
EFT	06/07/2024	120424	Accounts Payable	Tahoe Douglas Rotary Club Foundation (ACH)		22,098.00
EFT	06/07/2024	120425	Accounts Payable	Thaler (ACH) , Steven		500.00
EFT	06/07/2024	120426	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		31,786.74
EFT	06/07/2024	120427	Accounts Payable	UBEO Business Services (ACH)		1,393.14
EFT	06/07/2024	120428	Accounts Payable	US Bank Equipment Finance (ACH)		84.00
EFT	06/07/2024	120429	Accounts Payable	US Bank Equipment Finance (ACH)		282.03
EFT	06/07/2024	120430	Accounts Payable	US Bank Equipment Finance (ACH)		282.03
EFT	06/07/2024	120431	Accounts Payable	US Bank Equipment Finance (ACH)		245.41
EFT	06/07/2024	120432	Accounts Payable	Walton's Funerals & Cremations (ACH)		1,100.00
EFT	06/07/2024	120433	Accounts Payable	Wenner (ACH) , Mary A		500.00
EFT	06/07/2024	120434	Accounts Payable	Whiteley (ACH) , Anita J		249.60
EFT	06/07/2024	120435	Accounts Payable	Wright (ACH) , Lisa J		416.00
1-BOFA Bank of America Totals:				Transactions: 266		$832,064.22

Checks:	194	$614,402.99
EFTs:	72	$217,661.23

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $3,087,807.10 FOR CHECKS #750670-750805 AND EFTS #121086-121133, ALL DATED 06-14-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.28 15:42:21 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.06.28 14:38:43 -07'00'
ASSISTANT TREASURER

Douglas County
06/14/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/14/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	06/14/2024	750670	Accounts Payable	Accolades Trophies & Engraving		55.95
Check	06/14/2024	750671	Accounts Payable	Ace Hardware		490.81
Check	06/14/2024	750672	Accounts Payable	Ace Hardware		40.19
Check	06/14/2024	750673	Accounts Payable	Alsco Inc		48.82
Check	06/14/2024	750674	Accounts Payable	American Dream Gun Show		200.00
Check	06/14/2024	750675	Accounts Payable	Ansotegui , Tara		698.14
Check	06/14/2024	750676	Accounts Payable	Arata Equipment Company		438,093.00
Check	06/14/2024	750677	Accounts Payable	ARC Health and Wellness Centers, LLC		765.00
Check	06/14/2024	750678	Accounts Payable	ASCAP		434.00
Check	06/14/2024	750679	Accounts Payable	AT&T		3,942.01
Check	06/14/2024	750680	Accounts Payable	AT&T		536.38
Check	06/14/2024	750681	Accounts Payable	AT&T		8,134.00
Check	06/14/2024	750682	Accounts Payable	AT&T		629.44
Check	06/14/2024	750683	Accounts Payable	AT&T		10.44
Check	06/14/2024	750684	Accounts Payable	Bently Ranch		15.00
Check	06/14/2024	750685	Accounts Payable	BL Friedman Creative		250.00
Check	06/14/2024	750686	Accounts Payable	Cal-Nev Driving Club		115.00
Check	06/14/2024	750687	Accounts Payable	Carson Valley Health		109.00
Check	06/14/2024	750688	Accounts Payable	Carson Valley Health		11,515.46
Check	06/14/2024	750689	Accounts Payable	Carson Valley Lions Club		100.00
Check	06/14/2024	750690	Accounts Payable	Carson Valley Signs		312.75
Check	06/14/2024	750691	Accounts Payable	Carson Water Subconservancy District		1,835.18
Check	06/14/2024	750692	Accounts Payable	Charter Communications Operating LLC		188.01
Check	06/14/2024	750693	Accounts Payable	Chem-Dry of Douglas County Inc		135.00
Check	06/14/2024	750694	Accounts Payable	Cinderlite Trucking Inc		4,964.43
Check	06/14/2024	750695	Accounts Payable	Conney Safety Products		380.38
Check	06/14/2024	750696	Accounts Payable	DCS Protective Association (DCSPA)		3,440.00
Check	06/14/2024	750697	Accounts Payable	Dell Marketing LP		10,572.75
Check	06/14/2024	750698	Accounts Payable	Douglas County Mosquito District		1,787.48
Check	06/14/2024	750699	Accounts Payable	Douglas County School District		53,856.00
Check	06/14/2024	750700	Accounts Payable	Douglas County School District		7,431.86
Check	06/14/2024	750701	Accounts Payable	Douglas County Sheriff's Department		936.59
Check	06/14/2024	750702	Accounts Payable	East Fork Fire Protection District (ACH)		4,651.76
Check	06/14/2024	750703	Accounts Payable	East Fork Swimming Pool District		7,074.05

Douglas County
06/14/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/14/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/14/2024	750704	Accounts Payable	Edgewood Companies		18.08
Check	06/14/2024	750705	Accounts Payable	Express Systems		626.40
Check	06/14/2024	750706	Accounts Payable	Fast Frame		25.00
Check	06/14/2024	750707	Accounts Payable	Flyers Energy LLC		2,214.69
Check	06/14/2024	750708	Accounts Payable	Frontier		167.65
Check	06/14/2024	750709	Accounts Payable	Frontier		101.83
Check	06/14/2024	750710	Accounts Payable	Frontier		171.44
Check	06/14/2024	750711	Accounts Payable	Gardnerville Ranchos GID		3,086.36
Check	06/14/2024	750712	Accounts Payable	Genoa Trees & Landscape Materials Inc		258.00
Check	06/14/2024	750713	Accounts Payable	Gonzales , Sallie		77.72
Check	06/14/2024	750714	Accounts Payable	Hajoca Company		4,746.85
Check	06/14/2024	750715	Accounts Payable	High Sierra Marine Inc		2,871.00
Check	06/14/2024	750716	Accounts Payable	Home Depot - 6978		375.80
Check	06/14/2024	750717	Accounts Payable	Hunt Propane Inc		927.24
Check	06/14/2024	750718	Accounts Payable	Indian Hills GID		249.89
Check	06/14/2024	750719	Accounts Payable	Institutional Systems Inc		1,377.51
Check	06/14/2024	750720	Accounts Payable	Jobs Peak Veterinary Hospital		125.00
Check	06/14/2024	750721	Accounts Payable	Keefe Supply Company		802.80
Check	06/14/2024	750722	Accounts Payable	Kingsbury GID		3,338.93
Check	06/14/2024	750723	Accounts Payable	Kingsbury GID		5,900.64
Check	06/14/2024	750724	Accounts Payable	Kiwanis Club of Carson Valley		100.00
Check	06/14/2024	750725	Accounts Payable	Laboratory Corporation of American Holdings		579.60
Check	06/14/2024	750726	Accounts Payable	Language Line Services Inc		150.22
Check	06/14/2024	750727	Accounts Payable	Manglinong , Christina L		190.45
Check	06/14/2024	750728	Accounts Payable	Meeks Lumber		1,746.51
Check	06/14/2024	750729	Accounts Payable	Merit Electric Company		2,394.04
Check	06/14/2024	750730	Accounts Payable	Minden Town of		169,793.34
Check	06/14/2024	750731	Accounts Payable	Minden-Gardnerville Sanitation District		491.00
Check	06/14/2024	750732	Accounts Payable	Modern Office		834.00
Check	06/14/2024	750733	Accounts Payable	Myers , Kasey S		14.74
Check	06/14/2024	750734	Accounts Payable	Nationstar Mortgage		91.69
Check	06/14/2024	750735	Accounts Payable	Nevada News Group		6,314.00
Check	06/14/2024	750736	Accounts Payable	Nevada News Group		516.38
Check	06/14/2024	750737	Accounts Payable	Newman Signs Inc		1,505.72

Douglas County

06/14/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/14/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/14/2024	750738	Accounts Payable	Northern Nevada Inliners		700.00
Check	06/14/2024	750739	Accounts Payable	Nutrien AG Solutions Inc		12,480.80
Check	06/14/2024	750740	Accounts Payable	NV Consulting LLC		1,208.00
Check	06/14/2024	750741	Accounts Payable	NV Energy		38,615.83
Check	06/14/2024	750742	Accounts Payable	NV Energy		104.50
Check	06/14/2024	750743	Accounts Payable	NV Energy		221.63
Check	06/14/2024	750744	Accounts Payable	NV State Department of Public Safety		951.75
Check	06/14/2024	750745	Accounts Payable	NV State Division of Environmental Protection		300.00
Check	06/14/2024	750746	Accounts Payable	NV State Public Employees Retirement System		1,839,730.90
Check	06/14/2024	750747	Accounts Payable	NV State Treasurer		6,585.83
Check	06/14/2024	750748	Accounts Payable	NV State Treasurer-SEE NOTES		2.00
Check	06/14/2024	750749	Accounts Payable	O'Reilly Auto Parts		55.54
Check	06/14/2024	750750	Accounts Payable	ODP Business Solutions LLC		289.92
Check	06/14/2024	750751	Accounts Payable	Office Plus of Nevada		174.24
Check	06/14/2024	750752	Accounts Payable	Outreach Smartphone Monitoring LLC (ACH)		412.00
Check	06/14/2024	750753	Accounts Payable	Partnership Douglas County Inc		2,284.24
Check	06/14/2024	750754	Accounts Payable	Parts House		65.84
Check	06/14/2024	750755	Accounts Payable	Pennymac		111.68
Check	06/14/2024	750756	Accounts Payable	Perkins , Thomas E		550.00
Check	06/14/2024	750757	Accounts Payable	PNC Mortgage Co		34.97
Check	06/14/2024	750758	Accounts Payable	Precision Concrete Cutting Inc		5,545.12
Check	06/14/2024	750759	Accounts Payable	Radiation Detection Company		217.16
Check	06/14/2024	750760	Accounts Payable	Refuse Inc		189.96
Check	06/14/2024	750761	Accounts Payable	Reid - Petty Cash , Amanda		93.77
Check	06/14/2024	750762	Accounts Payable	Reno Drain Oil Service		477.50
Check	06/14/2024	750763	Accounts Payable	Resource Concepts Inc		4,713.25
Check	06/14/2024	750764	Accounts Payable	Ricoh USA Inc		59.57
Check	06/14/2024	750765	Accounts Payable	RO Anderson Engineering Inc		400.00
Check	06/14/2024	750766	Accounts Payable	Salt Lake Wholesale Sports		2,367.36
Check	06/14/2024	750767	Accounts Payable	SCaDU		200.00
Check	06/14/2024	750768	Accounts Payable	Sierra Estates General Improvement District		100.50
Check	06/14/2024	750769	Accounts Payable	Sierra Nevada Construction Inc		330.00

Douglas County

06/14/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/14/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/14/2024	750770	Accounts Payable	Sierra Nevada Medical Imaging		17.40
Check	06/14/2024	750771	Accounts Payable	Silver State Barricade & Sign		451.20
Check	06/14/2024	750772	Accounts Payable	Silver State Towing LLC		313.75
Check	06/14/2024	750773	Accounts Payable	Sippola , Reena Gull		190.00
Check	06/14/2024	750774	Accounts Payable	Skyland General Improvement District		26.42
Check	06/14/2024	750775	Accounts Payable	Southwest Gas		450.00
Check	06/14/2024	750776	Accounts Payable	St Gall Catholic Parish Corporation		1,424.08
Check	06/14/2024	750777	Accounts Payable	Stericycle Inc		326.52
Check	06/14/2024	750778	Accounts Payable	Stonestreet , Susan		42.25
Check	06/14/2024	750779	Accounts Payable	Suicide Prevention Network		3,168.56
Check	06/14/2024	750780	Accounts Payable	Sysco Food Services of Sacramento		4,850.58
Check	06/14/2024	750781	Accounts Payable	Sysco Food Services of Sacramento		9,772.61
Check	06/14/2024	750782	Accounts Payable	Tahoe Douglas District		169.12
Check	06/14/2024	750783	Accounts Payable	Tahoe Douglas Fire Protection District		10,934.46
Check	06/14/2024	750784	Accounts Payable	Taylor , Nancy		655.20
Check	06/14/2024	750785	Accounts Payable	Tessco Technologies Inc		4,930.72
Check	06/14/2024	750786	Accounts Payable	The Travelers Indemnity Company		11,092.00
Check	06/14/2024	750787	Accounts Payable	The Travelers Indemnity Company		43,510.54
Check	06/14/2024	750788	Accounts Payable	Thomson Reuters-West		2,871.95
Check	06/14/2024	750789	Accounts Payable	Three Peaks Therapy LLC		3,900.00
Check	06/14/2024	750790	Accounts Payable	Topaz Ranch General Improvement District		807.95
Check	06/14/2024	750791	Accounts Payable	Total Court Services of Nevada LLC		3,624.40
Check	06/14/2024	750792	Accounts Payable	Uniformity of Nevada LLC		1,469.58
Check	06/14/2024	750793	Accounts Payable	US Foods Inc		1,588.56
Check	06/14/2024	750794	Accounts Payable	US Postmaster - Minden		410.00
Check	06/14/2024	750795	Accounts Payable	US Postmaster - Minden		1,600.00
Check	06/14/2024	750796	Accounts Payable	US Postmaster - Minden		1,600.00
Check	06/14/2024	750797	Accounts Payable	US Postmaster - Minden		342.00
Check	06/14/2024	750798	Accounts Payable	USA Fleet Solutions		277.80
Check	06/14/2024	750799	Accounts Payable	WAM Software Inc		3,000.00
Check	06/14/2024	750800	Accounts Payable	Xerox Corporation		340.16
Check	06/14/2024	750801	Accounts Payable	Yeaman , Guy		360.00
Check	06/14/2024	750802	Accounts Payable	Zephyr Heights General Improvement District		4.69
Check	06/14/2024	750803	Accounts Payable	Dube Group Architecture (ACH)		4,662.50

Douglas County

06/14/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/14/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/14/2024	750804	Accounts Payable	B&H Photo-Video (ACH)		1,294.92
Check	06/14/2024	750805	Accounts Payable	L/P Insurance Services LLC (ACH)		2,260.00
EFT	06/14/2024	121086	Accounts Payable	A Sign Shop (ACH)		838.95
EFT	06/14/2024	121087	Accounts Payable	Allison MacKenzie Ltd (ACH)		975.00
EFT	06/14/2024	121088	Accounts Payable	AllMax Software LLC (ACH)		2,100.00
EFT	06/14/2024	121089	Accounts Payable	Amazon Business (ACH)		6,457.39
EFT	06/14/2024	121090	Accounts Payable	Animal Medical Services (ACH)		1,628.00
EFT	06/14/2024	121091	Accounts Payable	Ann Wilson Mediation Services LLC (ACH)		460.00
EFT	06/14/2024	121092	Accounts Payable	Brian D Leany PH.D LLC (ACH)		4,300.00
EFT	06/14/2024	121093	Accounts Payable	Bruketta Law LLC (ACH)		13,250.99
EFT	06/14/2024	121094	Accounts Payable	Burney's Commercial Service of NV, Inc (ACH)		732.50
EFT	06/14/2024	121095	Accounts Payable	CCMSI		69,249.06
EFT	06/14/2024	121096	Accounts Payable	Cintas Corporation (ACH)		268.75
EFT	06/14/2024	121097	Accounts Payable	Cintas Corporation (ACH)		1,985.62
EFT	06/14/2024	121098	Accounts Payable	Clark Pest Control (ACH)		163.00
EFT	06/14/2024	121099	Accounts Payable	CraneTech Inc (ACH)		930.00
EFT	06/14/2024	121100	Accounts Payable	Creative Conversations Mediation and Counseling , (ACH)		750.00
EFT	06/14/2024	121101	Accounts Payable	Digital Technology Solutions Inc / DTS Fiber (ACH)		499.82
EFT	06/14/2024	121102	Accounts Payable	Douglas County Employees Association (ACH)		1,605.00
EFT	06/14/2024	121103	Accounts Payable	DOWL, LLC (ACH)		12,147.50
EFT	06/14/2024	121104	Accounts Payable	East Fork Fire Protection District (T&A) (ACH)		26,615.87
EFT	06/14/2024	121105	Accounts Payable	Glasson (ACH) , Susan		315.25
EFT	06/14/2024	121106	Accounts Payable	GlobalStar USA (ACH)		103.86
EFT	06/14/2024	121107	Accounts Payable	Great Basin Control Systems (ACH)		48,975.00
EFT	06/14/2024	121108	Accounts Payable	HealthEquity Inc		22,040.73
EFT	06/14/2024	121109	Accounts Payable	High Sierra Business Systems Inc (ACH)		14.86
EFT	06/14/2024	121110	Accounts Payable	Holman (ACH) , John R		3,000.00
EFT	06/14/2024	121111	Accounts Payable	Inland Supply Co Inc (ACH)		483.40
EFT	06/14/2024	121112	Accounts Payable	Legacy Land and Water LLC (ACH)		4,000.00
EFT	06/14/2024	121113	Accounts Payable	Mairs (ACH) , Charles D		2,260.05
EFT	06/14/2024	121114	Accounts Payable	Marcus G. Faust Prof Corp (ACH)		4,200.00

Douglas County
06/14/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/14/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	06/14/2024	121115	Accounts Payable	May's Custom Hay LLC (ACH)		900.00
EFT	06/14/2024	121116	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		334.89
EFT	06/14/2024	121117	Accounts Payable	NTC, a Limited-Liability Co (ACH)		500.00
EFT	06/14/2024	121118	Accounts Payable	NV JFG Systems LLC (ACH)		22,994.00
EFT	06/14/2024	121119	Accounts Payable	Ottman (ACH) , Rose M		538.85
EFT	06/14/2024	121120	Accounts Payable	Playaway Products LLC (ACH)		219.96
EFT	06/14/2024	121121	Accounts Payable	Qualcon Contractors Inc (ACH)		1,200.00
EFT	06/14/2024	121122	Accounts Payable	R & S Optimum Offset (ACH)		208.00
EFT	06/14/2024	121123	Accounts Payable	RFI Enterprises Inc (ACH)		636.00
EFT	06/14/2024	121124	Accounts Payable	Sagebrush Sprouts Preschool		997.50
EFT	06/14/2024	121125	Accounts Payable	Summit Line Construction Inc (ACH)		8,302.84
EFT	06/14/2024	121126	Accounts Payable	Summit Plumbing Co LLC (ACH)		525.00
EFT	06/14/2024	121127	Accounts Payable	Thorndal Armstrong PC (ACH)		60.00
EFT	06/14/2024	121128	Accounts Payable	UBEO Business Services (ACH)		713.79
EFT	06/14/2024	121129	Accounts Payable	US Bank Equipment Finance (ACH)		249.43
EFT	06/14/2024	121130	Accounts Payable	US Bank Equipment Finance (ACH)		149.32
EFT	06/14/2024	121131	Accounts Payable	US Bank Equipment Finance (ACH)		339.51
EFT	06/14/2024	121132	Accounts Payable	US Bank Equipment Finance (ACH)		161.17
EFT	06/14/2024	121133	Accounts Payable	US Bank Equipment Finance (ACH)		179.06
1-BOFA Bank of America Totals:				Transactions: 184		$3,087,807.10

Checks:	136	$2,818,247.18
EFTs:	48	$269,559.92

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9018

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYROLL CHECK LISTING TOTALING $1,594,583.12 FOR CHECKS #750591-750668, AND DIRECT DEPOSITS, ALL DATED 06-14-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.28 15:42:55 -07'00'
CHIEF FINANCIAL OFFICER

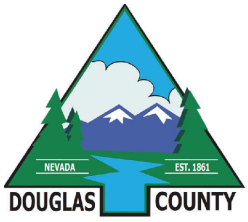
BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.06.28 15:25:18 -07'00'
ASSISTANT TREASURER

Payment Batch Register

Pay Date Range 05/25/24 - 06/07/24

Pay Batch 06/14/24

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5598					
5917					
5601					
3287					
5600					
5913	Cachinero, Eric	120447	.00	3,162.68	3,162.68
4130	Davidson, Jenifer	120448	.00	6,415.22	6,415.22
4581	Elges, Melissa	120449	.00	3,584.11	3,584.11
5390	Johnson, Marcia Michelle	120450	.00	2,173.65	2,173.65
3154	Morgan, Scott	120451	.00	7,215.57	7,215.57
5819	Simpson, Michelle J	120452	.00	1,878.62	1,878.62
6074	Sproull, Megan N	120453	.00	1,297.82	1,297.82
5328	Valdez, Robyn Aiko	120454	.00	2,104.69	2,104.69
3299	Mccullough, David Scott	120455	.00	4,304.66	4,304.66
6015	Rudelbach, Nicole Angelina	120456	.00	3,325.34	3,325.34
5704	Alexander, David	120457	.00	2,735.62	2,735.62
4177	Montoya, Leah	120458	.00	2,621.14	2,621.14
4657	Richardson, Matthew	120459	.00	2,935.58	2,935.58
5164	Amatore, Cameron	120460	.00	2,615.45	2,615.45
3310	Etchegoyhen, Dion	120461	.00	3,224.15	3,224.15
5726	Minor, Chesney	120462	.00	1,776.75	1,776.75
5706	Morris, Shane	120463	.00	2,107.76	2,107.76
3531	OHair, Kimberly	120464	.00	2,734.91	2,734.91
4056	Phillips, Victoria Joan	120465	.00	643.75	643.75
5697	Poppinga, Kathryn	120466	.00	2,104.43	2,104.43
4261					
4261					
4936	Troutner, Michael David	120469	.00	1,830.78	1,830.78
4387	Williams, Toni Grace	120470	.00	1,849.94	1,849.94
6010	Buma At, Candy Ve De Gracia	120471	.00	2,235.84	2,235.84
5956	Carter, Deborah Christine	120472	.00	2,649.53	2,649.53
5470	Cartwright, Jennifer	120473	.00	3,962.25	3,962.25
4782	Chieffo, Caroline	120474	.00	1,750.09	1,750.09
4782	Chieffo, Caroline	120475	.00	1,450.00	1,450.00
5738	Hernandez Rea, Louis Obed	120476	.00	2,206.07	2,206.07
3511	Johnson, Melissa Ann	120477	.00	2,031.23	2,031.23
4658	Kent, Andrea Celeste	120478	.00	2,500.35	2,500.35
3419	Lewis, Kathryn Marie	120479	.00	4,889.42	4,889.42
4691	Moreno, Sarah	120480	.00	1,841.14	1,841.14
5935	Solorio Reza, Veronica	120481	.00	1,851.58	1,851.58
5646	Swickard, Debbie A	120482	.00	2,464.65	2,464.65
5261	Brantmeyer, Ana	120483	.00	1,733.34	1,733.34
4124					
6047	Pumphrey, Janey Lynn Hutchings	120485	.00	1,778.42	1,778.42
4766	Stovall, Jodi Odette	120486	.00	2,287.05	2,287.05
5317	Balda, Tanya	120487	.00	1,900.99	1,900.99
5730	Day, Jacqueline	120488	.00	1,877.31	1,877.31
5645	Lane, Amber Marie	120489	.00	1,753.91	1,753.91
5251	Leeper, Nicki Jennifer	120490	.00	3,266.56	3,266.56
5828	Allmett, David	120491	.00	2,525.29	2,525.29
5395	Harjes, Georgianne Dombrowik	120492	.00	2,220.37	2,220.37
5395	Harjes, Georgianne Dombrowik	120493	.00	740.12	740.12
5677	Kaiser, Jeffrey M	120494	.00	2,694.69	2,694.69
5739	Lind, Vicky Lucille	120495	.00	1,483.97	1,483.97
5876	Mallett, Norma	120496	.00	1,262.16	1,262.16
5747	Standley, Virginia Ann	120497	.00	1,917.87	1,917.87
3296	McDonough, Regina	120498	.00	2,209.54	2,209.54
5256	Pablo, Michelle	120499	.00	1,928.54	1,928.54
5419	Allmett, Melissa	120500	.00	1,541.51	1,541.51



Payment Batch Register

Pay Date Range 05/25/24 - 06/07/24

Pay Batch 06/14/24

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5385					
5979	Burgwardt-Odgers, Connie Ann	120502	.00	1,104.60	1,104.60
5925	Garcia, Melissa Susan	120503	.00	1,716.67	1,716.67
4600	Kaiser, Katherine Anne	120504	.00	3,245.38	3,245.38
3198	Teter, Leann Marie	120505	.00	2,290.85	2,290.85
3198	Teter, Leann Marie	120506	.00	175.00	175.00
5403	Vaclavek, Corinne Rene	120507	.00	2,019.44	2,019.44
5403	Vaclavek, Corinne Rene	120508	.00	375.00	375.00
5637	Reynolds, Laurinda	120509	.00	547.12	547.12
5341	Sanders, Dennis Wayne	120510	.00	1,896.40	1,896.40
4194	Avila, Michael	120511	.00	3,102.84	3,102.84
5901	Ayers, Logan	120512	.00	1,357.74	1,357.74
5432	Caddy, Robert	120513	.00	2,122.26	2,122.26
5617	Calleja, Trevor	120514	.00	1,891.90	1,891.90
5617	Calleja, Trevor	120515	.00	600.00	600.00
4047	Gerard, Donald Joseph	120516	.00	3,352.12	3,352.12
5834	Kale, Griffin Thomas	120517	.00	2,186.70	2,186.70
5890	Quigley, Andrew	120518	.00	3,273.20	3,273.20
6094	Ruggia, Peace Paul	120519	.00	4,182.08	4,182.08
5130	Smith, Brendan Joseph	120520	.00	2,972.42	2,972.42
5130	Smith, Brendan Joseph	120521	.00	1,000.00	1,000.00
3461	Stugart, Susan L	120522	.00	2,259.87	2,259.87
6009	Walk, Victor August	120523	.00	2,577.11	2,577.11
5628	Williams, Daniel Alan	120524	.00	3,001.90	3,001.90
5966	Woods, David Allen	120525	.00	3,112.85	3,112.85
5283	Drew, Tiffini	120526	.00	291.50	291.50
5100	Everett, Megan	120527	.00	2,445.25	2,445.25
4645	Lang, Wendy Jo	120528	.00	5,432.32	5,432.32
4157	McMurry, Cindy	120529	.00	2,296.58	2,296.58
4157	McMurry, Cindy	120530	.00	350.00	350.00
5680	Renteria, Merisa	120531	.00	1,556.00	1,556.00
5315	Shaw, Ashley Elaine	120532	.00	1,676.76	1,676.76
5315	Shaw, Ashley Elaine	120533	.00	200.00	200.00
5233	Vido, Christine Elizabeth	120534	.00	2,454.07	2,454.07
5233	Vido, Christine Elizabeth	120535	.00	500.00	500.00
4926	Cristanelli, Brenda	120536	.00	1,542.18	1,542.18
3222					
3172	Elges, Ronald	120538	.00	6,042.14	6,042.14
1088	Michitarian, Aram	120539	.00	4,723.40	4,723.40
4773	George, Ana Gabriela	120540	.00	2,203.20	2,203.20
3394	Ginocchio, Rodney W	120541	.00	5,965.22	5,965.22
5093	Green, Kylie Nicole	120542	.00	2,359.27	2,359.27
3142	Lynch, Will R.	120543	.00	4,644.85	4,644.85
3333	Richardson, Connie	120544	.00	1,099.44	1,099.44
3433	Scheetz, Kirsten Maureen	120545	.00	1,401.70	1,401.70
3433	Scheetz, Kirsten Maureen	120546	.00	1,100.00	1,100.00
3337	Adkins, Michelle	120547	.00	2,044.78	2,044.78
4176	Allen, Crystal	120548	.00	1,939.23	1,939.23
5489	Bell, Jennifer	120549	.00	1,912.89	1,912.89
5396	Bennett, Temi Elaine	120550	.00	1,702.94	1,702.94
3248	Drake, Karis	120551	.00	3,059.20	3,059.20
5325	Handy, Sherral Diane	120552	.00	497.92	497.92
5311	Miller, Ricky	120553	.00	2,003.83	2,003.83
5184	Peters, William	120554	.00	2,016.77	2,016.77
5840	Williams, Emily Ann	120555	.00	1,587.99	1,587.99
4611	Barden, Michael	120556	.00	3,097.15	3,097.15
4105	Cadwallader, David	120557	.00	3,402.04	3,402.04
1420	Charles, Mark	120558	.00	3,362.00	3,362.00
6045	Cheechov, Alexandria Ashley	120559	.00	1,777.87	1,777.87

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5259 Clifford, Dustin	120560	.00	2,934.99	2,934.99
4269 Dickens, Mark	120561	.00	597.88	597.88
6005 Dion, Evan Rene	120562	.00	2,930.16	2,930.16
5708 Drgas, Tomasz	120563	.00	2,855.11	2,855.11
4369 Fricke, Justin Frederick	120564	.00	4,525.24	4,525.24
3538 Gonzalez, Ignacio A	120565	.00	4,267.71	4,267.71
4698 Guerra, Jose Ricardo	120566	.00	4,038.69	4,038.69
5849 Hanson, Michael Ray	120567	.00	3,341.05	3,341.05
6083 Holle, Brandon Tyler	120568	.00	2,559.56	2,559.56
3311 Hubkey, Brian Scott	120569	.00	7,043.86	7,043.86
4696 Kimbrell, Steven John	120570	.00	405.92	405.92
4696 Kimbrell, Steven John	120571	.00	3,653.33	3,653.33
5991 Larsen, Joshua Michael	120572	.00	3,258.04	3,258.04
5941 Livingston, Daniel Marquis	120573	.00	370.48	370.48
5077 McLaughlin, Spencer	120574	.00	3,301.41	3,301.41
6008 Mendieta, Jasmin Teresa	120575	.00	2,053.17	2,053.17
4339 Midkiff, Douglas	120576	.00	3,906.62	3,906.62
5951 Randall, Jacob Isaac	120577	.00	2,843.30	2,843.30
5811 Rea, Melanie D'Ann	120578	.00	2,037.60	2,037.60
3604 Ridley, Clayton	120579	.00	3,332.80	3,332.80
5715 Riker, Payton	120580	.00	3,338.57	3,338.57
4556 Rollins, James	120581	.00	2,439.49	2,439.49
5694 Russell, Jonathen Philip	120582	.00	2,412.85	2,412.85
4433 Sampson, Matthew Alan	120583	.00	5,262.81	5,262.81
4343 Sanchez, Donovan Joseph	120584	.00	4,609.22	4,609.22
3439 Schultz, Theresa Christine	120585	.00	2,018.01	2,018.01
5582 Silva Ortiz, Jose G	120586	.00	3,060.88	3,060.88
3404 Stanley, David Alan Jr.	120587	.00	4,856.53	4,856.53
3404 Stanley, David Alan Jr.	120588	.00	350.00	350.00
6101 Turek, Andrew Paul	120589	.00	2,281.63	2,281.63
3305 Battcher, John	120590	.00	4,310.02	4,310.02
3035 Britton, Daniel	120591	.00	5,636.34	5,636.34
4116 George, John Arthur	120592	.00	4,563.60	4,563.60
3505 Grant, Ryan David	120593	.00	4,179.54	4,179.54
5152 Graves, Jessica Lynn	120594	.00	3,098.64	3,098.64
3436 Jasperson, Edward W	120595	.00	4,331.69	4,331.69
3418 Jenkins, Nadine Yvonne	120596	.00	3,717.62	3,717.62
4394 Jones, Tyler A	120597	.00	3,432.17	3,432.17
5946 Poling, Denielle Lynn	120598	.00	1,780.14	1,780.14
3401 Schultz, Steven D	120599	.00	4,378.08	4,378.08
3399 Storke, Jonathan D	120600	.00	4,451.18	4,451.18
3312 Tipton, Linda Jane	120601	.00	2,140.06	2,140.06
5019 Warfield, Steven William	120602	.00	5,318.54	5,318.54
3608 Wharton, Scott W	120603	.00	3,533.69	3,533.69
4398 Williamson, Brandon J	120604	.00	3,249.73	3,249.73
4131 Young, Ryan Robert	120605	.00	3,763.31	3,763.31
4015 Karosich, Kevin Charles	120606	.00	3,213.60	3,213.60
4531 Koontz, Brenton Robert	120607	.00	2,881.91	2,881.91
4244 Meyer, John	120608	.00	3,782.14	3,782.14
5477 Begovich, Cody	120609	.00	3,117.97	3,117.97
4557 Brown, Mark	120610	.00	3,028.76	3,028.76
5454 Copp, Keenan	120611	.00	2,538.34	2,538.34
5110 Cunningham, Jeremy	120612	.00	3,294.25	3,294.25
5848 Cunningham, Taylor	120613	.00	3,057.73	3,057.73
4070 Davis, Justin	120614	.00	4,363.39	4,363.39
5619 Del Soldato, Cody	120615	.00	2,612.32	2,612.32
5047 DeRosa, Salvatore	120616	.00	3,892.78	3,892.78
3226 Duffy, Robert	120617	.00	7,652.41	7,652.41
3340 Eissinger, Erik	120618	.00	3,092.16	3,092.16

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3634 Flagg, Marshall	120619	.00	3,333.84	3,333.84
3571 Goldwater, Michael Beamer	120620	.00	2,976.22	2,976.22
5137 Graves, Stephen Michael	120621	.00	4,100.73	4,100.73
5919 Heffner, Jared Cortlen	120622	.00	2,659.74	2,659.74
5097 Hickman, Zachary D	120623	.00	3,561.03	3,561.03
5111 Hodges, Joshua Adam	120624	.00	4,167.84	4,167.84
5062 Holdridge, Tyree	120625	.00	2,855.50	2,855.50
5693 Incopero, Noah Thomas	120626	.00	3,241.00	3,241.00
4488 Jacobsen, Bruce M	120627	.00	4,292.18	4,292.18
5595 Jacquez, Suselly Gonzalez	120628	.00	2,890.03	2,890.03
5595 Jacquez, Suselly Gonzalez	120629	.00	100.00	100.00
5138 Jenkins, Eric Robert William	120630	.00	3,572.95	3,572.95
4360 Johnsen, Jeffrey	120631	.00	6,120.41	6,120.41
3407 Koontz, Richard JR	120632	.00	4,674.36	4,674.36
3577 Kruger, Joel L	120633	.00	3,543.30	3,543.30
4322 Lenz, John Christian	120634	.00	4,100.62	4,100.62
4598 Lewis, Kevin Zachary	120635	.00	3,273.79	3,273.79
6137 Lopez, Marlon Emanuel	120636	.00	2,745.66	2,745.66
6137 Lopez, Marlon Emanuel	120637	.00	305.07	305.07
3435 Marshall, Geoffrey S	120638	.00	3,011.66	3,011.66
5265 Martinez, Thomas	120639	.00	3,227.09	3,227.09
5109 Michitarian, Conner	120640	.00	3,046.02	3,046.02
5990 Miller, MacKenzie Gwyn	120641	.00	3,698.07	3,698.07
3405 Miller, Ronald	120642	.00	4,658.81	4,658.81
4460 Miller, Steven	120643	.00	4,477.38	4,477.38
5339 Oakes, Robert	120644	.00	3,202.37	3,202.37
4483 OSullivan, Luke	120645	.00	3,483.08	3,483.08
2216 Rodriguez, Richard	120646	.00	4,130.64	4,130.64
4375 Russell, Seth	120647	.00	3,820.44	3,820.44
5321 Sepulveda, William Michael Anthony	120648	.00	2,771.14	2,771.14
4604 Short, Derek Clayton	120649	.00	3,914.17	3,914.17
6072 Smith, Stephen Wyatt	120650	.00	2,715.16	2,715.16
4882 Stebel, Maciej	120651	.00	3,530.63	3,530.63
5051 Strachan, Grace Louise	120652	.00	2,912.56	2,912.56
5051 Strachan, Grace Louise	120653	.00	250.00	250.00
5855 Tersteege, Zachariah John	120654	.00	3,618.44	3,618.44
5602 Thorne, Clinton Garrett	120655	.00	3,884.87	3,884.87
5703 Warren, Erik Anthony	120656	.00	2,680.64	2,680.64
4938 West, Mariah Cathleen	120657	.00	3,742.67	3,742.67
4376 Williams, Justin Hall	120658	.00	4,815.41	4,815.41
3516 Windsor, Adam R	120659	.00	3,759.58	3,759.58
4756 Freeman, Kevin RD	120660	.00	3,267.60	3,267.60
5296 Ferriera, Tylar	120661	.00	2,264.25	2,264.25
5099 Godecke, Rachel Renee	120662	.00	1,847.11	1,847.11
6023 Larsen, Samantha Rae	120663	.00	1,594.02	1,594.02
6018 Peterson, Cheyenne Nicole	120664	.00	1,225.27	1,225.27
5684 Sorrells, Jennifer Ann	120665	.00	2,359.59	2,359.59
6079 Dye, Tanner Ryan	120666	.00	2,434.05	2,434.05
5965 Easton, Kara Rae	120667	.00	3,904.47	3,904.47
5681 Mathes, Erin	120668	.00	2,221.44	2,221.44
5090 Carney, Marilyn	120669	.00	1,891.72	1,891.72
6089 Franz, Sarah Marie	120670	.00	1,529.42	1,529.42
5831 Shoemaker, Francesca Grace	120671	.00	1,529.35	1,529.35
5621 Walker, Courtni Lynn	120672	.00	2,007.90	2,007.90
5246 Weidner, Amy Colleen	120673	.00	1,674.25	1,674.25
3557 Wilfert, Kristin L	120674	.00	2,443.94	2,443.94
5807 Edwards, Rebecca	120675	.00	2,658.27	2,658.27
4603 Goelz, Sandra Delores	120676	.00	2,602.06	2,602.06
3346 Kabat, Lorraine	120677	.00	758.03	758.03

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
3257 Williams, Bobbie Ruth	120678	.00	4,885.42	4,885.42
5892 Eady, Janice	120679	.00	2,399.74	2,399.74
3682 Plante, Erin	120680	.00	2,740.35	2,740.35
1724 Seddon, John James	120681	.00	3,533.54	3,533.54
5187 Barnes, Jacqueline	120682	.00	810.52	810.52
5187 Barnes, Jacqueline	120683	.00	200.00	200.00
5187 Barnes, Jacqueline	120684	.00	700.00	700.00
4835 Wagoner, Leanne Christine	120685	.00	3,737.35	3,737.35
4916 Gonzales, Sallie Marie	120686	.00	2,147.91	2,147.91
1889 Myers, Kasey	120687	.00	2,405.30	2,405.30
4851 Thomas, Nicole Luwelle	120688	.00	3,409.49	3,409.49
5335				
5373 Aymami, David	120690	.00	804.23	804.23
3103 Carter, Trina	120691	.00	1,831.46	1,831.46
5318 Cooper, Timothy	120692	.00	1,164.31	1,164.31
4197 Harding, William Joseph	120693	.00	1,994.21	1,994.21
4786 Kuehn, Thomas James	120694	.00	746.37	746.37
3659 Lindsay, Eric D	120695	.00	3,368.67	3,368.67
3659 Lindsay, Eric D	120696	.00	100.00	100.00
5422 Marshall, Gary D	120697	.00	539.73	539.73
4407 Roberts, Erik	120698	.00	396.03	396.03
3282 Schemenauer, Jeffrey M	120699	.00	4,591.14	4,591.14
3448 Vido, Leslie S	120700	.00	3,054.03	3,054.03
4563 Casper, Richard Barry	120701	.00	5,130.67	5,130.67
6051 Cazares, Angelika Natalie	120702	.00	1,428.85	1,428.85
4554 Davis, Tammy	120703	.00	2,919.69	2,919.69
4262 Frank, Juley Ann	120704	.00	2,091.34	2,091.34
4007 Gregory, Cynthea Anne	120705	.00	1,845.73	1,845.73
4007 Gregory, Cynthea Anne	120706	.00	2,800.00	2,800.00
5121 Hames, Alex Arthur	120707	.00	4,735.28	4,735.28
5414 Hellman, William Kent	120708	.00	3,048.00	3,048.00
3336				
4249 Levin, Erik Alexander	120710	.00	42,701.08	42,701.08
5344 Mazza, Chelsea Barbara	120711	.00	4,782.64	4,782.64
5955 Murphy, William	120712	.00	3,696.73	3,696.73
6006 Nelson, Kallie	120713	.00	2,982.96	2,982.96
4187 Putzer, Brian	120714	.00	3,870.60	3,870.60
4401 Ritchie, Douglas	120715	.00	4,594.89	4,594.89
4401 Ritchie, Douglas	120716	.00	135.00	135.00
5995 Romero, Michele Mary	120717	.00	1,517.16	1,517.16
5858 Sibley, James Blake	120718	.00	5,084.95	5,084.95
5825 Simmons, Shannon Noel	120719	.00	2,092.94	2,092.94
5284 Teter, Jessica Lynn	120720	.00	1,705.76	1,705.76
6073 Thompson, Kristina	120721	.00	1,819.81	1,819.81
5497 Towne, Bethany Ann	120722	.00	4,144.32	4,144.32
4521 Wadle, Zachary Jerome	120723	.00	4,196.96	4,196.96
4382 Williams, Lea Elise	120724	.00	1,998.03	1,998.03
4958 Cady, Kelly	120725	.00	3,141.33	3,141.33
3543 Hamer, Daniel Monroe	120726	.00	6,282.22	6,282.22
5698 Harris, Krysinthia J	120727	.00	2,004.01	2,004.01
3410 Hastings-Molyneux, Dominic I	120728	.00	3,355.02	3,355.02
4639 Jones, Jessica	120729	.00	2,428.47	2,428.47
5678 Mangiaracina, Sara Rene	120730	.00	2,104.20	2,104.20
6013 Meddles, Jessica Ashlynn	120731	.00	1,723.44	1,723.44
3363 Morris, Tamara	120732	.00	4,022.75	4,022.75
4151 Nicoll, Kenneth	120733	.00	2,797.40	2,797.40
5503 Orozco, Andres	120734	.00	2,093.77	2,093.77
6030 Andrews, Barrett Brynn George	120735	.00	2,580.77	2,580.77
5656 Arvizu, Julian	120736	.00	2,634.61	2,634.61

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5731 Bennettlease, Ibeth	120737	.00	653.46	653.46
5894 Blanhir Ramirez, Jessie	120738	.00	2,130.34	2,130.34
5690 Bryant, Trevor	120739	.00	1,818.26	1,818.26
4718 Camp, Allen	120740	.00	2,057.05	2,057.05
5833 Chavez, Ariel Michelle	120741	.00	2,087.85	2,087.85
3003 Chichester, Ross	120742	.00	107.41	107.41
5609 Damiani, Chelsea	120743	.00	1,909.94	1,909.94
5609 Damiani, Chelsea	120744	.00	1,270.00	1,270.00
6038 Drabant, Elizabeth Jean	120745	.00	2,323.08	2,323.08
5478 Garcia, Michelle Maria	120746	.00	2,381.53	2,381.53
4710 Grant Doney, Shawn R	120747	.00	2,456.92	2,456.92
5389 Grant, Teagan Ashley	120748	.00	3,302.38	3,302.38
4494 Heimark, Caitlin Yvonne	120749	.00	2,543.60	2,543.60
6039 Hennarty, Aimee Michele	120750	.00	2,137.99	2,137.99
6077 Hennarty, Daniel Robert	120751	.00	2,343.22	2,343.22
6014 Jackson, Justus Terrell	120752	.00	2,538.19	2,538.19
5857 Jenkins, Kevin Ryan	120753	.00	2,114.06	2,114.06
3502 Keith, Lesley Jeanette	120754	.00	15,276.08	15,276.08
5476 Klemm, Paul Jeffrey Lazatin	120755	.00	153.51	153.51
5998 Kovacs, Haley Ann	120756	.00	2,377.06	2,377.06
5366 Leman, Sam John	120757	.00	2,339.56	2,339.56
6007 Maes, Cecilia Anita	120758	.00	1,957.64	1,957.64
5662 McClintock, Carol	120759	.00	1,781.18	1,781.18
5623 Meeks, Casey	120760	.00	2,300.38	2,300.38
6029 Miller, Daniel Hunt	120761	.00	2,252.56	2,252.56
3403 Naylor, Rebbel A	120762	.00	277.70	277.70
4809 Ong, Jacqueline	120763	.00	3,117.37	3,117.37
5837 Ong, Maria-Veronica	120764	.00	2,223.58	2,223.58
5934 Parris, Zachary	120765	.00	2,079.69	2,079.69
5974 Shope, Edward G	120766	.00	2,519.31	2,519.31
5027 Simpson, Christopher Chad	120767	.00	2,724.24	2,724.24
4558 Smith, Cory A	120768	.00	3,033.69	3,033.69
1546 Smith, Nicolette Adelle	120769	.00	2,232.23	2,232.23
6102 Stocking, Jessica Linnea	120770	.00	4,537.91	4,537.91
4169 Sullivan, Anthony Reamonh Zunino	120771	.00	12,821.19	12,821.19
4517 Talia, Cindy Marie	120772	.00	2,643.94	2,643.94
5155 Thornton, Daniel Howard	120773	.00	2,218.18	2,218.18
5443 Bandbaz, Zahra	120774	.00	1,860.98	1,860.98
5932 Conway, Brian Robert	120775	.00	637.68	637.68
5905 Davidson, Rain	120776	.00	1,575.08	1,575.08
3664 Deleon, Christian	120777	.00	2,695.49	2,695.49
6081 Feemster, Daniel Ryan	120778	.00	2,124.94	2,124.94
6086 Guzman, Monica Lee	120779	.00	2,144.16	2,144.16
6012 Johnson-Bonin, Breauna Kay	120780	.00	1,855.27	1,855.27
4837 Leskovic, Aimee	120781	.00	98.59	98.59
5670 Miller, Shane	120782	.00	2,021.60	2,021.60
3416 Peterson, James	120783	.00	2,421.96	2,421.96
6048 Reiss, Mark Richard	120784	.00	1,860.59	1,860.59
5842 Tom, Shaylyn Renee	120785	.00	1,954.44	1,954.44
3227 Zehren, Kristina	120786	.00	3,624.31	3,624.31
5861 Iannacchione, Nathanial David	120787	.00	1,953.64	1,953.64
5094 McAllister, Mike	120788	.00	3,746.24	3,746.24
5851 Garrison, Jenna Marcia	120789	.00	1,927.94	1,927.94
3032				
6031 Henley-Ballard, McKenzie Fay	120791	.00	1,597.93	1,597.93
4155 Huntington, Mindi Jo	120792	.00	2,306.29	2,306.29
6004 Lange, Jessica M	120793	.00	1,334.44	1,334.44
6141 Violette, Winter Marlowe	120794	.00	721.70	721.70
5581 Warren, Jolene Vonda	120795	.00	2,376.23	2,376.23

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5832 White, Kaitlyn R	120796	.00	1,835.33	1,835.33
6053 Cardenas Zuniga, Maricela	120797	.00	1,727.31	1,727.31
6021				
5149 Ledezma, Miguel Angel	120799	.00	2,153.40	2,153.40
4498 Moore, Sandra	120800	.00	2,116.59	2,116.59
3515 Doan, Yvette	120801	.00	3,650.89	3,650.89
3266 Lash, Diana	120802	.00	2,173.40	2,173.40
4628 Meddles, Jake	120803	.00	2,489.28	2,489.28
5587 Reshaw, Albert	120804	.00	2,071.29	2,071.29
4874 Roberts, David JR	120805	.00	3,198.08	3,198.08
5863 Vidovich, Danton Robert	120806	.00	814.75	814.75
4653 Erb, Jon	120807	.00	4,232.17	4,232.17
4778 Nordloh, Joshua	120808	.00	2,939.99	2,939.99
4332 Dallaire, Thomas	120809	.00	4,862.99	4,862.99
5938 Dreiske, Susan	120810	.00	1,726.22	1,726.22
5929 Hannah, Ashley	120811	.00	1,655.04	1,655.04
3494 Pawling, Andrea	120812	.00	3,403.07	3,403.07
5630 Ramirez, Betty	120813	.00	1,034.43	1,034.43
4762 Reno, Ann	120814	.00	1,271.47	1,271.47
5844 Conroy, Jordyn Ashleigh	120815	.00	1,311.35	1,311.35
5844 Conroy, Jordyn Ashleigh	120816	.00	250.00	250.00
6019 Davidson, Jeremy D	120817	.00	2,453.02	2,453.02
4392 Davis, Timothy	120818	.00	3,373.54	3,373.54
5893 McQuain, Michael	120819	.00	2,167.14	2,167.14
4586 Nadler, Nicholas	120820	.00	2,333.61	2,333.61
5686 Simko, George Bradley	120821	.00	2,293.41	2,293.41
5319 Spates, Rebecca Marie	120822	.00	2,180.87	2,180.87
4283 Doherty, Linda	120823	.00	2,230.81	2,230.81
5817 Moroles ONeil, Kathryn	120824	.00	3,110.90	3,110.90
3452 Rao, Lucille	120825	.00	2,357.87	2,357.87
4838 Thran Zepeda, Coleen	120826	.00	2,032.76	2,032.76
3014 Broersma, Eric	120827	.00	2,249.27	2,249.27
5912 Cowin, John	120828	.00	2,236.88	2,236.88
5471 Hutchings, Jeremy Jon	120829	.00	3,442.44	3,442.44
3702 Morelli, Natalia	120830	.00	2,862.01	2,862.01
6036 Pettersen, Paul Quist	120831	.00	2,006.78	2,006.78
1817 Resnik, Barbra	120832	.00	3,541.62	3,541.62
4393 Stevens, Leanna Claire	120833	.00	2,359.38	2,359.38
5711 Etchegoyhen, Mary	120834	.00	1,725.14	1,725.14
6032 Felten, Michael C	120835	.00	2,124.55	2,124.55
5654 Harwood, Bonnie Deann	120836	.00	2,371.96	2,371.96
5847 Hay, Katie Lynn	120837	.00	1,753.72	1,753.72
5891 Jacobson-Gentry, Julie	120838	.00	2,563.48	2,563.48
5615 Moroles-ONeil, Rachel	120839	.00	2,497.35	2,497.35
5808 Strehlow, Ernie Kenneth	120840	.00	3,562.47	3,562.47
5353 Hubbard, Nicole Renee	120841	.00	2,430.80	2,430.80
3476 Leeper, Veronica Irmgard	120842	.00	2,238.29	2,238.29
5978 Peterson-Burrier, Lisa Ann	120843	.00	1,787.35	1,787.35
4627 Ritger, Philip	120844	.00	4,640.32	4,640.32
5347 Robillard, Richard	120845	.00	4,185.76	4,185.76
5347 Robillard, Richard	120846	.00	100.00	100.00
5933 Sponcey, Sheryl	120847	.00	1,732.80	1,732.80
5933 Sponcey, Sheryl	120848	.00	250.00	250.00
6078 Williams, Dawn Darice	120849	.00	2,012.75	2,012.75
6034 Blanchette, Riley Adam	120850	.00	1,635.32	1,635.32
5085 DuBlanc, Brian	120851	.00	2,088.28	2,088.28
5387 Eichhorst, Wyatt	120852	.00	2,339.83	2,339.83
5107 Hunter, Danny D-Jay	120853	.00	2,065.13	2,065.13
5865 Kunich, Kevin Michael	120854	.00	1,419.33	1,419.33

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5953 MacDonnell, Jeffrey T	120855	.00	3,676.91	3,676.91
5131 McCulloch, Carl	120856	.00	2,401.33	2,401.33
4223 Porcari, Brian	120857	.00	2,390.88	2,390.88
4223 Porcari, Brian	120858	.00	400.00	400.00
5103 Wolff, Richard Peter	120859	.00	2,574.44	2,574.44
5487 Bengoechea, Levi	120860	.00	1,931.26	1,931.26
3614 Manzano, Victor Gerard	120861	.00	2,671.56	2,671.56
5158 McGoldrick, James	120862	.00	1,883.47	1,883.47
5805 Thomas, Hunter Phillip	120863	.00	1,838.69	1,838.69
3504 Weferling, Duane Robert	120864	.00	2,781.74	2,781.74
5732 Donat, Nicholas	120865	.00	2,137.93	2,137.93
5722 Gonsalves, Anthony David	120866	.00	2,155.55	2,155.55
5996 Johnson, Adrian Keith	120867	.00	2,961.53	2,961.53
4065 Kinser, Auston G	120868	.00	3,042.13	3,042.13
5734 Kinser, Justin Glen	120869	.00	2,017.58	2,017.58
5964 Kolda, Ryan A	120870	.00	2,719.73	2,719.73
5450 Laird, Pablo Arthur	120871	.00	2,497.88	2,497.88
3441 Melandow, Gregory W	120872	.00	4,742.74	4,742.74
5611 Michalak, Jeffery	120873	.00	2,742.74	2,742.74
5906 Schmidt, Brian	120874	.00	1,812.73	1,812.73
5733 Smallen, Aaron M	120875	.00	2,082.23	2,082.23
4127 Taflin, Thomas A	120876	.00	3,416.30	3,416.30
5657 White, Thomas Paul	120877	.00	2,892.57	2,892.57
4509 Charles, Nicholas	120878	.00	3,320.92	3,320.92
5728 Larrance, Christine Anna-Marie	120879	.00	1,916.56	1,916.56
5659 Smith, Nathaniel David	120880	.00	2,853.76	2,853.76
5035 Aalgaard, Erik	120881	.00	2,078.50	2,078.50
5993 Fogerson, Anjanette Bywater	120882	.00	2,537.47	2,537.47
5836 Johnson, Sarah Beth	120883	.00	2,654.13	2,654.13
4765 Martinez, Jodi	120884	.00	3,016.71	3,016.71
6103 Selcer-Kannan, Cheryseis Edra	120885	.00	2,529.76	2,529.76
5911 Stage, Karen Marie	120886	.00	1,549.78	1,549.78
5940 Torres, Lisa Marie	120887	.00	2,233.88	2,233.88
5001 Aschenbach, Noemi	120888	.00	3,305.55	3,305.55
5166 Baumann, Tamara	120889	.00	3,141.11	3,141.11
5166 Baumann, Tamara	120890	.00	1,000.00	1,000.00
5368 Herrera-Alem, Karina	120891	.00	1,303.10	1,303.10
5010 Rasner, Rachael	120892	.00	3,619.08	3,619.08
5716 Cusack, Kristin	120893	.00	2,135.35	2,135.35
5716 Cusack, Kristin	120894	.00	400.00	400.00
5818 Davis, Carolyn	120895	.00	1,966.78	1,966.78
5658 Rich, Christina	120896	.00	1,353.53	1,353.53
5186 Schenzel, Lisa Ann	120897	.00	1,491.35	1,491.35
4875 Macdonnell, Heather	120898	.00	2,199.71	2,199.71
4875 Macdonnell, Heather	120899	.00	1,000.00	1,000.00
6085 Riesner, Anke S	120900	.00	1,537.92	1,537.92
6100 Adamson, Blayney Elizabeth	120901	.00	2,057.30	2,057.30
5612 Aggarwal, Ankur	120902	.00	2,047.77	2,047.77
5852 Baylis, Mark	120903	.00	2,162.54	2,162.54
5736 Brewer, Brianna	120904	.00	2,840.04	2,840.04
6016 Chavez, Amy Renee	120905	.00	2,462.29	2,462.29
5992 Deen, Alexandra Elizabeth	120906	.00	2,205.57	2,205.57
5943 Finster, Brent Edwin	120907	.00	3,605.15	3,605.15
3229 Gochenouer, Debra	120908	.00	3,291.38	3,291.38
6099 Guajardo, Tara Cecilia	120909	.00	2,361.24	2,361.24
5939 Hagenbach, Cassidy	120910	.00	2,323.59	2,323.59
4862 Hall, Kaitlyn Cassandra Rose	120911	.00	2,688.92	2,688.92
5999 Hanson, Megan Lee	120912	.00	2,191.85	2,191.85
3522 Mccandless, Nonie	120913	.00	3,459.02	3,459.02

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Employee		Check Number	Check Amount	Direct Deposit	Net Pay
6080	Salas, Julia Marie	120914	.00	2,291.16	2,291.16
4749	Seeley, Edward Norman	120915	.00	2,997.12	2,997.12
6082	Snight, Laurel Jeanne	120916	.00	1,715.80	1,715.80
6082	Snight, Laurel Jeanne	120917	.00	190.64	190.64
5903	Victor, Aubrey Louise	120918	.00	2,089.30	2,089.30
3230	Woods, Cirra Alaire	120919	.00	3,122.05	3,122.05
5727	Anderson, Melinda	120920	.00	1,754.68	1,754.68
3549	Begovich, Jacqueline	120921	.00	2,339.94	2,339.94
4940	Brackett, Jeffrey	120922	.00	741.14	741.14
5485	Broumley, Cheryl	120923	.00	1,566.11	1,566.11
5674	Buma At, Ve	120924	.00	796.70	796.70
5048	Calabrese, Jennifer	120925	.00	1,951.73	1,951.73
5048	Calabrese, Jennifer	120926	.00	375.00	375.00
5135	Colley, Kathleen	120927	.00	380.68	380.68
4650	Cunningham, Kimbrely Ann	120928	.00	1,359.75	1,359.75
4825	Diedrichsen, John	120929	.00	1,453.49	1,453.49
4856	Grimes, Tanya Jean	120930	.00	1,748.73	1,748.73
3341	Gurule, Patricia A	120931	.00	2,173.14	2,173.14
4424	Kozerski, Russell Roman	120932	.00	1,901.85	1,901.85
6088	Losey, Hayden Brooke	120933	.00	1,293.08	1,293.08
5115	Nkala, Bethwell	120934	.00	1,924.95	1,924.95
4931	Perez, Irma	120935	.00	1,772.22	1,772.22
4681	Peterson, Richard	120936	.00	2,044.73	2,044.73
1676	Reid, Amanda	120937	.00	2,703.15	2,703.15
5492	Sickler, Andrew E	120938	.00	1,188.19	1,188.19
3369	Skaggs, Linda Joyce	120939	.00	2,660.12	2,660.12
5108	Spotts, Susan Ruth	120940	.00	1,787.54	1,787.54
6037	Stulik, Steven Charles	120941	.00	1,027.38	1,027.38
4933	Thomas, Diana R	120942	.00	2,017.52	2,017.52
5381	Walker, Michael John	120943	.00	1,885.90	1,885.90
5287	Wilkinson, Victoria Laverne	120944	.00	1,606.20	1,606.20
5896	Al Hebshi, Yasmeen Lea Traxler	120945	.00	2,539.53	2,539.53
5720	Bells, Vanna	120946	.00	2,392.57	2,392.57
3271	Davis, Luise	120947	.00	2,933.02	2,933.02
5813	DeGhelder, Timothy	120948	.00	4,337.04	4,337.04
5663	Gonzalez, Irene Danielle	120949	.00	1,827.30	1,827.30
5060	Hallam, Veronica Lyn	120950	.00	2,753.14	2,753.14
5712	Holle, Jessica Marie	120951	.00	632.51	632.51
6003	Kaleel, Theodore Dean	120952	.00	2,059.62	2,059.62
5972	Magnante, Willow Nicole	120953	.00	1,571.61	1,571.61
5634	McAfee, Corona Shea	120954	.00	308.34	308.34
6027	Saldana, Angela	120955	.00	313.73	313.73
5714	Sanders, Benjamin Thomas	120956	.00	1,677.83	1,677.83
5273	Soleta, Rachel Velda	120957	.00	1,849.72	1,849.72
5464	Treinen, Laura Suzanne	120958	.00	2,985.30	2,985.30
5132	Weber, Kathleen Alexandra	120959	.00	1,709.03	1,709.03
5448	Williams, Kaleigh Maureen	120960	.00	1,710.39	1,710.39
5171	Wilson, Laurence Edward	120961	.00	2,625.98	2,625.98
6026	York, Ashleigh Elizabeth	120962	.00	439.06	439.06
5140	Canales, Jonathan	120963	.00	2,625.99	2,625.99
5667	Harding, Scott R	120964	.00	1,868.10	1,868.10
4063	Harrison, Jerry	120965	.00	2,561.30	2,561.30
5067	Heldman, John Robert	120966	.00	2,909.98	2,909.98
5053	Kannan, Christopher William	120967	.00	2,372.89	2,372.89
6000	Pegram, Harvey Gilbert	120968	.00	1,616.56	1,616.56
5627	Polkow, Brian	120969	.00	2,154.25	2,154.25
5973	Poppenga II, Dean Edward	120970	.00	1,609.30	1,609.30
4453	Regalado, Jorge	120971	.00	2,178.88	2,178.88
4103	Stanton, Ryan Lee	120972	.00	3,005.72	3,005.72

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4502 Vazquez, Miguel	120973	.00	2,255.92	2,255.92
6142 Detwiler, Marc Jacob	120974	.00	617.97	617.97
5066 Everett, Dennis Edward	120975	.00	1,426.04	1,426.04
6091 Mantel, Larry David	120976	.00	1,075.24	1,075.24
5665 Adie, Brook	120977	.00	4,451.20	4,451.20
6017 Bishop, Brant Gregory	120978	.00	2,419.96	2,419.96
5092 Bonar, Geoffrey	120979	.00	3,016.80	3,016.80
4722 Doerr, Scott	120980	.00	2,479.39	2,479.39
4651 Drees-Wasmer, Georgianna	120981	.00	2,557.08	2,557.08
5114 Hubbard, Dennis D.	120982	.00	2,441.15	2,441.15
4935 Logan, Cody Matthew	120983	.00	2,005.07	2,005.07
5482 Ogles, Clayton	120984	.00	1,133.06	1,133.06
5314 Barrie, Marcia	120985	.00	200.22	200.22
6090 Christopher, Corinne Marie	120986	.00	309.59	309.59
4468 Garrison, Karen L	120987	.00	1,205.01	1,205.01
4468 Garrison, Karen L	120988	.00	100.00	100.00
5899 Goin Thomas, Trumona	120989	.00	450.45	450.45
5936 Kelly, Terri Michelle	120990	.00	891.13	891.13
6035 Moreno, Adriana Renae	120991	.00	320.13	320.13
6105 Pendola, Victoria Marie	120992	.00	294.46	294.46
6105 Pendola, Victoria Marie	120993	.00	73.61	73.61
5976 Schuler, Melissa Lynn	120994	.00	854.08	854.08
5824 Strand, Megan Leigh	120995	.00	645.38	645.38
6024 Torres, Joshua Tyler	120996	.00	353.14	353.14
5603 Vincent, Ashley Marea	120997	.00	419.15	419.15
3244 Ward, Anne Marie	120998	.00	1,369.57	1,369.57
4964 Beberg, Cynthia	120999	.00	1,837.07	1,837.07
5596 Castellanos-Rose, Emma	121000	.00	1,823.00	1,823.00
5613 Cook, Susan	121001	.00	1,450.36	1,450.36
4644 Delallo, Joseph	121002	.00	1,412.94	1,412.94
6107 DiFabio, Michael Joseph	121003	.00	1,074.83	1,074.83
5416 Lee, Elisa Diane	121004	.00	2,168.57	2,168.57
6093 Loyola Gonzalez, Bianca Itzel	121005	.00	576.43	576.43
4648 Martineau, Kathryn	121006	.00	579.84	579.84
6104 Olson, Raye	121007	.00	745.20	745.20
5856 Ong, Marlo	121008	.00	773.00	773.00
4636 Pekar, Elliot	121009	.00	1,752.44	1,752.44
5672 Romero-Gudino, Kevin	121010	.00	1,372.44	1,372.44
5672 Romero-Gudino, Kevin	121011	.00	2.00	2.00
4337 Summers, Kay Annette	121012	.00	2,204.28	2,204.28
6076 Swanson, Charles Alan	121013	.00	986.74	986.74
6092 Toro, Karla Simone	121014	.00	811.22	811.22
5469 Bring, Glen	121015	.00	2,178.52	2,178.52
5713 Lonnegren, Nicholas Edward	121016	.00	2,360.68	2,360.68
5915 Lowry, Karen	121017	.00	1,267.54	1,267.54
5850 McGee, Lisa	121018	.00	1,322.82	1,322.82
5606 Perez, Christina	121019	.00	1,285.70	1,285.70
4960 Robertson, Staci	121020	.00	1,226.88	1,226.88
5312 Thomas, Anna Pauline	121021	.00	1,223.01	1,223.01
3309 Yaworski, Jessica Leah	121022	.00	1,296.36	1,296.36
5104 Cline, Cole	121023	.00	2,166.95	2,166.95
5918 Harrison, Russell	121024	.00	1,469.34	1,469.34
5687 Martin, Joshua Roy	121025	.00	2,049.67	2,049.67
5260 Murray, Timothy	121026	.00	1,352.53	1,352.53
5588 ODonnell, Sandra	121027	.00	1,419.42	1,419.42
5709 Paterson-Lewis, Heather	121028	.00	1,104.56	1,104.56
5942 Ravenelle, Sarah Rose	121029	.00	1,379.17	1,379.17
5631 Unruh, Laura Anne	121030	.00	1,892.81	1,892.81
5688 Woods, Lisa Mary	121031	.00	1,237.13	1,237.13

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6098 Wright, Colleen Lorraine	121032	.00	1,373.53	1,373.53
5362 Lyons, Bradley Allen	121033	.00	1,624.17	1,624.17
5985 Parra, Rafael Jessee	121034	.00	1,770.86	1,770.86
5356 Samansky, Jason Travis	121035	.00	2,512.50	2,512.50
4863 Walker, Courtney Lynn	121036	.00	3,148.80	3,148.80
5626 Werley, Cody Steven	121037	.00	1,826.96	1,826.96
4326 Begovich, Jeff	121038	.00	3,231.59	3,231.59
5355 Calora, Marilyn	121039	.00	1,308.55	1,308.55
5292 Fisher, Christopher	121040	.00	1,861.23	1,861.23
5830 Godecke, Andrew Robert	121041	.00	1,622.74	1,622.74
5059 Norkunas, Daniel	121042	.00	1,763.93	1,763.93
5332 Pendery, Austin Richard	121043	.00	1,768.86	1,768.86
5054 Smith, Rebecca Holly	121044	.00	1,833.65	1,833.65
6043 Aguilar, Carlos Joseph	121045	.00	668.54	668.54
4754 Brown, Alex	121046	.00	2,532.27	2,532.27
5017 Brown, Michelle	121047	.00	2,374.89	2,374.89
5016 Cady, Jeffrey	121048	.00	3,412.06	3,412.06
5320 Camara, Robert	121049	.00	663.49	663.49
4949 Cruz-Alvarez, Saul	121050	.00	1,757.44	1,757.44
5616 Daniels, Anthony	121051	.00	1,816.17	1,816.17
4864 Frisby, John D	121052	.00	5,120.73	5,120.73
6044 Glassburn, Christopher Mickeal	121053	.00	3,094.93	3,094.93
4364 Hamer, Rachel Lea	121054	.00	2,372.24	2,372.24
4445 Kistler, Daniel John	121055	.00	2,233.61	2,233.61
4191 Martin, Jody	121056	.00	2,175.69	2,175.69
6040 McAdoo, Kevin Thomas	121057	.00	3,378.44	3,378.44
5859 Melandow, Meggan Elizabeth	121058	.00	1,477.54	1,477.54
4800 Parke, Jason	121059	.00	2,638.11	2,638.11
6041 Roberts, Drew Edwin	121060	.00	1,784.04	1,784.04
4577 Schurke, Marcie Linn	121061	.00	2,655.18	2,655.18
4872 Sitterley, Freddy	121062	.00	1,911.41	1,911.41
4910 Warne, Brian John	121063	.00	1,726.14	1,726.14
6049 Whalen, Danielle Maria	121064	.00	1,603.90	1,603.90
3275 Garren, Ed M	121065	.00	1,335.40	1,335.40
6095 Kamin, Micah A.	121066	.00	1,220.27	1,220.27
4637 Lacost, Geoffrey Alan	121067	.00	3,684.93	3,684.93
4286 Lochridge, Paula Marie	121068	.00	324.10	324.10
3164 Louthan, Carol Ann	121069	.00	3,417.12	3,417.12
5620 Matus, Eric	121070	.00	2,683.16	2,683.16
5806 McRae, Kurt	121071	.00	2,349.00	2,349.00
5839 Mlnarik, Wayne	121072	.00	1,721.15	1,721.15
4021 Nicholson, Marie	121073	.00	2,100.15	2,100.15
4508 Nilssen, Erik	121074	.00	4,611.76	4,611.76
6096 Shaw, Justin Leroy	121075	.00	1,758.60	1,758.60
6097 Wilders, Shawn R	121076	.00	1,334.26	1,334.26
5909 Cook, Mark	121077	.00	2,282.47	2,282.47
5970 Eissel, Aron Alec	121078	.00	2,373.38	2,373.38
5908 Wittler, Brent James	121079	.00	1,501.83	1,501.83
6025 Zepeda, Luis Gonsalez	121080	.00	1,581.43	1,581.43
5276 Brunz, Emily	121081	.00	2,340.38	2,340.38
4357 Roberts, Monique	121082	.00	793.64	793.64
6129 Antokal, Cynthia Lynn	750591	206.95	.00	206.95
6052 Arriola, Yvonne Marie	750592	405.63	.00	405.63
6054 Auld, Mary L	750593	146.64	.00	146.64
5885 Baratti, Kelli	750594	189.22	.00	189.22
5766 Bickel, Shelley	750595	254.26	.00	254.26
5775 Bowman, Gary	750596	147.83	.00	147.83
5782 Brink, Eric	750597	458.75	.00	458.75
5879 Brown, Sylvia	750598	272.00	.00	272.00

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
3108 Burnside, Craig	750599	1,612.82	.00	1,612.82
6056 Burns, Leslie Genette	750600	153.74	.00	153.74
5789 Christ, Kristy	750601	183.31	.00	183.31
5887 Clary, Paula	750602	285.01	.00	285.01
6055 Click, Gwen I	750603	189.22	.00	189.22
5790 Cohen, Adam	750604	426.88	.00	426.88
5780 Colavecchio, Carol	750605	47.30	.00	47.30
5797 Conner, Robert	750606	201.04	.00	201.04
6067 Dodge, Kathryn	750607	373.74	.00	373.74
6125 Doyel, Kathleen Rene	750608	222.33	.00	222.33
6133 Engeman, George Alvin	750609	223.51	.00	223.51
5542 Erskine, Nellie E	750610	301.57	.00	301.57
6058 Fargnoli, Ralph	750611	141.91	.00	141.91
6124 Gallo, Sarah Suzanne	750612	95.79	.00	95.79
5564 Gearty, Janice Sue	750613	118.26	.00	118.26
5799 Gout, Barteld	750614	379.05	.00	379.05
5753 Greenwood, Eugenia	750615	206.95	.00	206.95
6132 Heinricy, Carol Ann	750616	189.22	.00	189.22
5778 Hojnacke, Elizabeth	750617	248.35	.00	248.35
5196 Hokenson, Leslie	750618	138.37	.00	138.37
6112 Huelsman, Deborah	750619	159.65	.00	159.65
6135 Jakl, Leonard Kay	750620	230.61	.00	230.61
5800 Jarvis, Janet	750621	193.95	.00	193.95
6121 Klein, Daryl Gene	750622	245.98	.00	245.98
6116 Kraut, Laura Michele	750623	218.78	.00	218.78
5774 Lacy, Elinor	750624	331.24	.00	331.24
6136 Lawrence, Julia Michelle	750625	159.65	.00	159.65
6061 Lommel, Barbara Jane	750626	191.58	.00	191.58
5219 Long, Christina	750627	195.72	.00	195.72
5772 Mahon-Hatten, Michele	750628	130.09	.00	130.09
5754 Martin, Shirley	750629	212.88	.00	212.88
6109 Miller, Lynnette Maree	750630	363.11	.00	363.11
6062 Miner, Christine	750631	231.21	.00	231.21
5235 Monsos, Marit Elie	750632	132.30	.00	132.30
5770 Offenstein, Sandra	750633	224.69	.00	224.69
6113 Onorato, Dianne Marie	750634	47.30	.00	47.30
6111 Onorato, Peter Scott	750635	283.82	.00	283.82
6064 Parker, Laurie	750636	141.91	.00	141.91
6115 Peacock, Anthony Joseph	750637	149.01	.00	149.01
6065 Pelz, Vernon	750638	362.58	.00	362.58
5756 Pfotenhauer, Paul	750639	218.78	.00	218.78
5886 Poyzer, Diane	750640	153.74	.00	153.74
5757 Pumphrey, Patricia	750641	144.28	.00	144.28
5769 Ramm, Luke	750642	212.88	.00	212.88
6118 Ramsey, Christine Ann	750643	204.00	.00	204.00
5873 Risley, Sarah	750644	103.48	.00	103.48
5867 Robertson, William Edgar JR	750645	189.23	.00	189.23
6126 Roman, Mary Swallow	750646	94.61	.00	94.61
4616 Roney, Terry	750647	189.23	.00	189.23
6068 Rousse, Melissa	750648	70.96	.00	70.96
5768 Schmid, Patrick	750649	601.94	.00	601.94
6131 Scott, Kathleen Yvonne	750650	283.82	.00	283.82
6119 Shaw, Paige Allison	750651	204.00	.00	204.00
5749 Souligny, William	750652	141.92	.00	141.92
6127 Stanton, Parrish Ann	750653	514.43	.00	514.43
5515 Stoner, Kathleen	750654	384.34	.00	384.34
6120 Strehlow, Cheryl Ann	750655	47.30	.00	47.30
5746 Valdes, Elizabeth	750656	278.10	.00	278.10
6140 van de Merwe, Tineke	750657	392.62	.00	392.62

Payment Batch Register

Pay Date Range 05/25/24 - 06/07/24
Pay Batch 06/14/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5759 Walder, Kirk	750658	474.68	.00	474.68
6128 Ward, Clay Andrew	750659	242.43	.00	242.43
4808 Kyeremeh, Ignatius Kofi	750660	2,827.89	.00	2,827.89
5931 Tovar, Jessica	750661	1,709.41	.00	1,709.41
3569 Budden, Sherman	750662	809.83	.00	809.83
5018 Sousa, Ricci Gordon	750663	724.25	.00	724.25
5977 Smith, Debbie Anne	750664	508.22	.00	508.22
5957 Campos, Izabela Rubi	750665	369.83	.00	369.83
6042 Dempsey, Ender Jack	750666	69.34	.00	69.34
4043 Tucker, Yolanda Cecelia	750667	764.01	.00	764.01
5352 Albert, Steven	750668	1,219.44	.00	1,219.44
5816 Johnson, Hannah Mabel	900000447	.00	.00	.00
	Grand Totals	$26,174.70	$1,568,408.42	$1,594,583.12
	Total Checks 79			
	Total Direct Deposits 641			

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $1,083,131.95 FOR CHECKS #750806-750955 AND EFTS #121137-121188, ALL DATED 06-21-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis
Digitally signed by Kathy Lewis
Date: 2024.06.28 15:43:37 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser
Digitally signed by Kathy Kaiser
Date: 2024.06.28 14:42:10 -07'00'
ASSISTANT TREASURER

Douglas County
06/21/2024 PAYABLES
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/21/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America					
Check	06/21/2024	750806 Accounts Payable	ABE Printing & Copy		59.98
Check	06/21/2024	750807 Accounts Payable	Ace Hardware		111.84
Check	06/21/2024	750808 Accounts Payable	Ace Hardware		327.60
Check	06/21/2024	750809 Accounts Payable	Alpine Land & Reservoir Comp		100.00
Check	06/21/2024	750810 Accounts Payable	Alsco Inc		215.91
Check	06/21/2024	750811 Accounts Payable	Alsco Inc		345.50
Check	06/21/2024	750812 Accounts Payable	Alsco Inc		221.00
Check	06/21/2024	750813 Accounts Payable	Alsco Inc		199.80
Check	06/21/2024	750814 Accounts Payable	Alsco Inc		570.02
Check	06/21/2024	750815 Accounts Payable	Alsco Inc		243.45
Check	06/21/2024	750816 Accounts Payable	Alsco Inc		213.09
Check	06/21/2024	750817 Accounts Payable	Alsco Inc		164.30
Check	06/21/2024	750818 Accounts Payable	Alsco Inc		527.22
Check	06/21/2024	750819 Accounts Payable	Armstrong Consultants Inc		1,250.00
Check	06/21/2024	750820 Accounts Payable	Arrowhead Forensics		1,971.02
Check	06/21/2024	750821 Accounts Payable	ASJ Small Engines Etc		73.61
Check	06/21/2024	750822 Accounts Payable	Baker & Taylor		41.65
Check	06/21/2024	750823 Accounts Payable	Bank Of America		85,698.58
Check	06/21/2024	750824 Accounts Payable	Basalite Building Products Inc		1,635.61
Check	06/21/2024	750825 Accounts Payable	Baugh , Darrell S		100.00
Check	06/21/2024	750826 Accounts Payable	Belson Outdoors LLC		476.00
Check	06/21/2024	750827 Accounts Payable	Blue Owl Pest Control		130.00
Check	06/21/2024	750828 Accounts Payable	Broadcast Music Inc		435.00
Check	06/21/2024	750829 Accounts Payable	Building Control Services Inc		450.00
Check	06/21/2024	750830 Accounts Payable	CA Group Inc		983.25
Check	06/21/2024	750831 Accounts Payable	CAMPO		5,505.00
Check	06/21/2024	750832 Accounts Payable	Carson City Landfill		18,746.86
Check	06/21/2024	750833 Accounts Payable	Carson Valley Health		1,811.65
Check	06/21/2024	750834 Accounts Payable	Carson Valley Lions Club		50.00
Check	06/21/2024	750835 Accounts Payable	Carson Valley Signs		4,267.60
Check	06/21/2024	750836 Accounts Payable	Champion Chevrolet		4,268.53
Check	06/21/2024	750837 Accounts Payable	Chaney , Jeffrey P		1,365.00
Check	06/21/2024	750838 Accounts Payable	Charter Communications Operating LLC		2,824.17
Check	06/21/2024	750839 Accounts Payable	Clarity Sound		1,000.00

Douglas County
06/21/2024 PAYABLES
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/21/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/21/2024	750840	Accounts Payable	Commercial Equipment Source		1,211.97
Check	06/21/2024	750841	Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges , Dan		1,946.00
Check	06/21/2024	750842	Accounts Payable	Cristanelli , Brenda		673.48
Check	06/21/2024	750843	Accounts Payable	Davis , Maria C		1,400.00
Check	06/21/2024	750844	Accounts Payable	Dell Marketing LP		402.60
Check	06/21/2024	750845	Accounts Payable	Douglas County Court Clerk		474.60
Check	06/21/2024	750846	Accounts Payable	Douglas County School District		41,048.75
Check	06/21/2024	750847	Accounts Payable	Douglas County Utilities		58,724.67
Check	06/21/2024	750848	Accounts Payable	Douglas Disposal Inc		17,483.71
Check	06/21/2024	750849	Accounts Payable	Douglas Radiator		101.00
Check	06/21/2024	750850	Accounts Payable	Easton , Kara		556.58
Check	06/21/2024	750851	Accounts Payable	Ed Cook Tree Service Inc		6,380.00
Check	06/21/2024	750852	Accounts Payable	Ed Jones Company, The		2,147.40
Check	06/21/2024	750853	Accounts Payable	Ewing Irrigation Products		1,183.14
Check	06/21/2024	750854	Accounts Payable	Flyers Energy LLC		2,451.57
Check	06/21/2024	750855	Accounts Payable	Flyers Energy LLC		4,613.69
Check	06/21/2024	750856	Accounts Payable	Forza Forensics LLC		695.00
Check	06/21/2024	750857	Accounts Payable	Frontier		1,287.37
Check	06/21/2024	750858	Accounts Payable	Frontier		3.59
Check	06/21/2024	750859	Accounts Payable	Frontier		85.47
Check	06/21/2024	750860	Accounts Payable	Gardner , Jessica		43.55
Check	06/21/2024	750861	Accounts Payable	Gary Romero Inc		8,050.00
Check	06/21/2024	750862	Accounts Payable	Government Software Assurance Corp		81,750.00
Check	06/21/2024	750863	Accounts Payable	Grainger Inc		3,164.45
Check	06/21/2024	750864	Accounts Payable	Granite Construction Co Inc		64.38
Check	06/21/2024	750865	Accounts Payable	H.E. Hunewill Construction Co Inc		3,478.92
Check	06/21/2024	750866	Accounts Payable	Hach Company		1,068.90
Check	06/21/2024	750867	Accounts Payable	Haen Constructors		270.54
Check	06/21/2024	750868	Accounts Payable	Hajoca Company		50.75
Check	06/21/2024	750869	Accounts Payable	Harrys Business Machines Inc		977.54
Check	06/21/2024	750870	Accounts Payable	Hastings-Molyneux , Dominic		172.00
Check	06/21/2024	750871	Accounts Payable	Home Depot - 6978		292.11
Check	06/21/2024	750872	Accounts Payable	Hunt Propane Inc		1,189.13
Check	06/21/2024	750873	Accounts Payable	Hutchings , Jeremy		20.00

Douglas County
06/21/2024 PAYABLES
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/21/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/21/2024	750874	Accounts Payable	Indian Hills GID		78.94
Check	06/21/2024	750875	Accounts Payable	Ingram Library Services		1,797.83
Check	06/21/2024	750876	Accounts Payable	Interstate Batteries of the Sierras		1,439.53
Check	06/21/2024	750877	Accounts Payable	Interstate Sales		6,500.00
Check	06/21/2024	750878	Accounts Payable	JCG Technologies Inc		475.00
Check	06/21/2024	750879	Accounts Payable	JW Welding Supply		20.85
Check	06/21/2024	750880	Accounts Payable	Keefe Supply Company		666.10
Check	06/21/2024	750881	Accounts Payable	Kimley-Horn & Associates Inc		18,512.50
Check	06/21/2024	750882	Accounts Payable	Kingsbury GID		978.00
Check	06/21/2024	750883	Accounts Payable	Kingsbury Hardware Inc		38.18
Check	06/21/2024	750884	Accounts Payable	Kinser , Auston		110.00
Check	06/21/2024	750885	Accounts Payable	Kyeremeh , Ignatious		999.45
Check	06/21/2024	750886	Accounts Payable	Lakeside Glass Inc		4,008.77
Check	06/21/2024	750887	Accounts Payable	Language Line Services Inc		18.00
Check	06/21/2024	750888	Accounts Payable	Linde Gas & Equipment Inc		1,876.27
Check	06/21/2024	750889	Accounts Payable	Louthan, Carol - Petty Cash		15.06
Check	06/21/2024	750890	Accounts Payable	Meeks Lumber		44.47
Check	06/21/2024	750891	Accounts Payable	Meeks Lumber		22.99
Check	06/21/2024	750892	Accounts Payable	Michael Hohl Motor Co Inc		219.65
Check	06/21/2024	750893	Accounts Payable	Microgenics Corp		2,926.54
Check	06/21/2024	750894	Accounts Payable	Nevada League of Cities & Municipalities		3,013.00
Check	06/21/2024	750895	Accounts Payable	Nevada News Group		270.38
Check	06/21/2024	750896	Accounts Payable	Nutrien AG Solutions Inc		32,822.73
Check	06/21/2024	750897	Accounts Payable	NV Energy		33.11
Check	06/21/2024	750898	Accounts Payable	NV Energy		6,971.69
Check	06/21/2024	750899	Accounts Payable	NV Energy		34.27
Check	06/21/2024	750900	Accounts Payable	NV Energy		56.83
Check	06/21/2024	750901	Accounts Payable	NV Energy		68.27
Check	06/21/2024	750902	Accounts Payable	NV Energy		33.96
Check	06/21/2024	750903	Accounts Payable	NV Energy		38.99
Check	06/21/2024	750904	Accounts Payable	NV State Commission on Ethics		6,395.48
Check	06/21/2024	750905	Accounts Payable	NV State Department of Public Safety		7,889.75
Check	06/21/2024	750906	Accounts Payable	NV State Department of Taxation		220.00
Check	06/21/2024	750907	Accounts Payable	NV State Dept of Conservation & Natural Resources		2,500.00

Douglas County
06/21/2024 PAYABLES
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/21/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/21/2024	750908	Accounts Payable	NV State Office of Attorney General		270.25
Check	06/21/2024	750909	Accounts Payable	ODP Business Solutions LLC		258.08
Check	06/21/2024	750910	Accounts Payable	OverDrive Inc		2,746.05
Check	06/21/2024	750911	Accounts Payable	Parts House		16.99
Check	06/21/2024	750912	Accounts Payable	Parts Town LLC		233.79
Check	06/21/2024	750913	Accounts Payable	Perkins , Thomas E		275.00
Check	06/21/2024	750914	Accounts Payable	Peterbilt Truck Parts and Equipment LLC		1,429.54
Check	06/21/2024	750915	Accounts Payable	Purcell Tire Company		770.00
Check	06/21/2024	750916	Accounts Payable	PVP Communications Inc		1,563.00
Check	06/21/2024	750917	Accounts Payable	Redwood Toxicology Laboratory Inc		36.00
Check	06/21/2024	750918	Accounts Payable	Resource Concepts Inc		8,055.00
Check	06/21/2024	750919	Accounts Payable	Ricoh USA Inc		126.98
Check	06/21/2024	750920	Accounts Payable	Ricoh USA Inc		364.58
Check	06/21/2024	750921	Accounts Payable	Robinson Metal Works LLC Inc		7,700.00
Check	06/21/2024	750922	Accounts Payable	Rosin , Bruce R		312.93
Check	06/21/2024	750923	Accounts Payable	Sani-Hut Company Inc		435.00
Check	06/21/2024	750924	Accounts Payable	SHI International Corp		102,211.77
Check	06/21/2024	750925	Accounts Payable	Sierra Roc		1,500.00
Check	06/21/2024	750926	Accounts Payable	Silver State Analytical Laboratories Inc		4,118.00
Check	06/21/2024	750927	Accounts Payable	Smallen , Aaron		192.00
Check	06/21/2024	750928	Accounts Payable	SoSuTV Corp		6,047.00
Check	06/21/2024	750929	Accounts Payable	South Tahoe Refuse Co Inc		5,801.60
Check	06/21/2024	750930	Accounts Payable	Southwest Gas		996.50
Check	06/21/2024	750931	Accounts Payable	Sparks Black Rifle		1,000.00
Check	06/21/2024	750932	Accounts Payable	Steelman , Lisa		480.00
Check	06/21/2024	750933	Accounts Payable	Swank Movie Licensing USA		1,438.00
Check	06/21/2024	750934	Accounts Payable	Sysco Food Services of Sacramento		4,854.54
Check	06/21/2024	750935	Accounts Payable	Sysco Food Services of Sacramento		5,169.75
Check	06/21/2024	750936	Accounts Payable	Three Peaks Therapy LLC		200.00
Check	06/21/2024	750937	Accounts Payable	TruePoint Solutions LLC		7,672.50
Check	06/21/2024	750938	Accounts Payable	Uniformity of Nevada LLC		79.00
Check	06/21/2024	750939	Accounts Payable	United Electrical Services Inc		84.00
Check	06/21/2024	750940	Accounts Payable	United Rentals		3,079.13
Check	06/21/2024	750941	Accounts Payable	University of Nevada, Reno		5,757.76
Check	06/21/2024	750942	Accounts Payable	US Foods Inc		1,545.26

Douglas County
06/21/2024 PAYABLES
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/21/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/21/2024	750943	Accounts Payable	Vestis Services LLC		686.56
Check	06/21/2024	750944	Accounts Payable	Walkenhorst's		307.50
Check	06/21/2024	750945	Accounts Payable	Warren Reed Insurance		122,641.32
Check	06/21/2024	750946	Accounts Payable	Washoe County Regional Medical Examiner's Office		28,202.04
Check	06/21/2024	750947	Accounts Payable	Western Nevada Supply Co		1,014.38
Check	06/21/2024	750948	Accounts Payable	Western Nevada Supply Co		25,836.20
Check	06/21/2024	750949	Accounts Payable	Wiggins , Christopher		2,000.00
Check	06/21/2024	750950	Accounts Payable	Wise Oak Consulting LLC		26,160.00
Check	06/21/2024	750951	Accounts Payable	Xtreme Hoops		500.00
Check	06/21/2024	750952	Accounts Payable	Sierra Front Wildfire Cooperators (ACH)		210.00
Check	06/21/2024	750953	Accounts Payable	Phantom Productions LLC (ACH)		355.55
Check	06/21/2024	750954	Accounts Payable	D C Randall Corporation (ACH)		1,040.00
Check	06/21/2024	750955	Accounts Payable	Stucco Renovations LLC (ACH)		2,980.00
EFT	06/21/2024	121137	Accounts Payable	A Sign Shop (ACH)		725.65
EFT	06/21/2024	121138	Accounts Payable	Amazon Business (ACH)		8,532.51
EFT	06/21/2024	121139	Accounts Payable	Animal Medical Services (ACH)		145.00
EFT	06/21/2024	121140	Accounts Payable	Batteries + Bulbs #351 (ACH)		89.30
EFT	06/21/2024	121141	Accounts Payable	Blackstone Publishing (ACH)		65.64
EFT	06/21/2024	121142	Accounts Payable	Brown (ACH) , Richard		350.00
EFT	06/21/2024	121143	Accounts Payable	Bulbman (ACH)		365.00
EFT	06/21/2024	121144	Accounts Payable	Capitol Reporters (ACH)		6,018.20
EFT	06/21/2024	121145	Accounts Payable	Carson Valley Community Food Closet (ACH)		2,015.76
EFT	06/21/2024	121146	Accounts Payable	Carson Valley Locksmith (ACH)		1,947.35
EFT	06/21/2024	121147	Accounts Payable	Central Systems Electric Inc (ACH)		132.16
EFT	06/21/2024	121148	Accounts Payable	CivicPlus LLC (ACH)		2,415.00
EFT	06/21/2024	121149	Accounts Payable	Clouser Law Group Ltd (ACH)		17,157.43
EFT	06/21/2024	121150	Accounts Payable	Cultural Arts Foundation of Douglas County (ACH)		4,125.00
EFT	06/21/2024	121151	Accounts Payable	Deccan International (ACH)		12,723.00
EFT	06/21/2024	121152	Accounts Payable	Digital Technology Solutions Inc / DTS Fiber (ACH)		1,597.00
EFT	06/21/2024	121153	Accounts Payable	Douglas Animal Welfare Group (DAWG) (ACH)		10,000.00
EFT	06/21/2024	121154	Accounts Payable	East Fork Fire Protection District (ACH)		2,193.16

Douglas County
06/21/2024 PAYABLES
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/21/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	06/21/2024	121155	Accounts Payable	Elk Point Plaza LLC (ACH)		360.00
EFT	06/21/2024	121156	Accounts Payable	Ennis-Flint Inc (ACH)		44,325.00
EFT	06/21/2024	121157	Accounts Payable	FCS Group (ACH)		1,135.00
EFT	06/21/2024	121158	Accounts Payable	Hamilton Business Machines (ACH)		85.00
EFT	06/21/2024	121159	Accounts Payable	Howell (ACH) , Paul		312.93
EFT	06/21/2024	121160	Accounts Payable	Hunewill (ACH) , Frank		2,851.14
EFT	06/21/2024	121161	Accounts Payable	Inland Supply Co Inc (ACH)		1,963.50
EFT	06/21/2024	121162	Accounts Payable	Inland Supply Co Inc (ACH)		170.45
EFT	06/21/2024	121163	Accounts Payable	Intermountain Electric Inc (ACH)		3,004.19
EFT	06/21/2024	121164	Accounts Payable	Joiner and Associates LLC (ACH)		9,000.00
EFT	06/21/2024	121165	Accounts Payable	Knecht (ACH) , Raquel		616.62
EFT	06/21/2024	121166	Accounts Payable	Koch Elevator (ACH)		1,729.77
EFT	06/21/2024	121167	Accounts Payable	Koontz (ACH) , Richard		3,198.84
EFT	06/21/2024	121168	Accounts Payable	Lenco Armored Vehicles (ACH)		4,667.31
EFT	06/21/2024	121169	Accounts Payable	Lumos and Associates Inc (ACH)		22,422.00
EFT	06/21/2024	121170	Accounts Payable	Midwest Tape (ACH)		605.92
EFT	06/21/2024	121171	Accounts Payable	Mity-Lite, Inc (ACH)		7,687.06
EFT	06/21/2024	121172	Accounts Payable	Model Dairy LLC (ACH)		450.68
EFT	06/21/2024	121173	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		45.98
EFT	06/21/2024	121174	Accounts Payable	Nichols Consulting Engineers (ACH)		5,126.25
EFT	06/21/2024	121175	Accounts Payable	NV JFG Systems LLC (ACH)		3,428.70
EFT	06/21/2024	121176	Accounts Payable	OnStrategy (ACH)		1,500.00
EFT	06/21/2024	121177	Accounts Payable	Overhead Fire Protection Inc (ACH)		2,250.00
EFT	06/21/2024	121178	Accounts Payable	PacStates (ACH)		2,970.00
EFT	06/21/2024	121179	Accounts Payable	R & S Optimum Offset (ACH)		1,236.00
EFT	06/21/2024	121180	Accounts Payable	Sagebrush Sprouts Preschool		3,990.00
EFT	06/21/2024	121181	Accounts Payable	Summit Plumbing Co LLC (ACH)		2,135.00
EFT	06/21/2024	121182	Accounts Payable	Talley Communications (ACH)		5,458.44
EFT	06/21/2024	121183	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		3,129.05
EFT	06/21/2024	121184	Accounts Payable	UBEO Business Services (ACH)		258.99
EFT	06/21/2024	121185	Accounts Payable	US Bank Equipment Finance (ACH)		249.57
EFT	06/21/2024	121186	Accounts Payable	US Bank Equipment Finance (ACH)		1,908.94
EFT	06/21/2024	121187	Accounts Payable	US Bank Equipment Finance (ACH)		983.22
EFT	06/21/2024	121188	Accounts Payable	Walker & Associates (ACH)		3,583.00

Douglas County

06/21/2024 PAYABLES

Bank Account: 1-BOFA - Bank of America
Batch Date: 06/21/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
1-BOFA Bank of America Totals:				Transactions: 202		$1,083,131.95
	Checks:	150	$869,696.24			
	EFTs:	52	$213,435.71			

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $2,111,412.07 FOR CHECKS #750969-751112 AND EFTS #121832-121875, ALL DATED 06-28-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.28 15:45:26 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.06.28 14:45:30 -07'00'
ASSISTANT TREASURER

Douglas County
06/28/2024 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 06/28/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	06/28/2024	750969	Accounts Payable	ABE Printing & Copy		1,145.98
Check	06/28/2024	750970	Accounts Payable	Ace Hardware		1,017.15
Check	06/28/2024	750971	Accounts Payable	Alexander , David		467.30
Check	06/28/2024	750972	Accounts Payable	Anthem Blue Cross and Blue Shield		536,943.28
Check	06/28/2024	750973	Accounts Payable	ARC Health and Wellness Centers, LLC		320.00
Check	06/28/2024	750974	Accounts Payable	Ascent Environmental Inc		12,960.75
Check	06/28/2024	750975	Accounts Payable	ASD Healthcare		3,902.14
Check	06/28/2024	750976	Accounts Payable	Aspire Academy High School		400.00
Check	06/28/2024	750977	Accounts Payable	AT&T Mobility National Accounts LLC		631.54
Check	06/28/2024	750978	Accounts Payable	AT&T Mobility National Accounts LLC		6,192.85
Check	06/28/2024	750979	Accounts Payable	Atkin , Michelle		925.00
Check	06/28/2024	750980	Accounts Payable	Atlas Phones		1,835.52
Check	06/28/2024	750981	Accounts Payable	Beach & Sons Mechanical Inc		364.00
Check	06/28/2024	750982	Accounts Payable	Beatty , Karen M		28.81
Check	06/28/2024	750983	Accounts Payable	Bob Barker Company Inc		22,266.79
Check	06/28/2024	750984	Accounts Payable	Brady Industries LLC		93.02
Check	06/28/2024	750985	Accounts Payable	Brunz - Petty Cash , Emily		94.32
Check	06/28/2024	750986	Accounts Payable	Cachinero , Eric		192.00
Check	06/28/2024	750987	Accounts Payable	Cardinal Health Inc		246.40
Check	06/28/2024	750988	Accounts Payable	Carson Valley Art Association		800.00
Check	06/28/2024	750989	Accounts Payable	Carson Valley Meats Inc		1,362.53
Check	06/28/2024	750990	Accounts Payable	Carson Valley Movers		2,400.00
Check	06/28/2024	750991	Accounts Payable	Carson Valley Signs		3,768.38
Check	06/28/2024	750992	Accounts Payable	Carson Valley Visitors Authority		62,432.67
Check	06/28/2024	750993	Accounts Payable	Chaney , Jeffrey P		3,240.00
Check	06/28/2024	750994	Accounts Payable	Charter Communications Operating LLC		229.97
Check	06/28/2024	750995	Accounts Payable	Chichester , Lindsay		328.14
Check	06/28/2024	750996	Accounts Payable	Civil Air Patrol Magazine		605.00
Check	06/28/2024	750997	Accounts Payable	Clarity Counseling Services		2,243.75
Check	06/28/2024	750998	Accounts Payable	Costco-Juvenile		4.53
Check	06/28/2024	750999	Accounts Payable	Costco-Valley Recreation		5,487.57
Check	06/28/2024	751000	Accounts Payable	Coverley or Kirsten Scheetz or Ron Elges , Dan		262.00
Check	06/28/2024	751001	Accounts Payable	Cremation Society of Nevada - Northern		550.00

Douglas County
06/28/2024 Payables
Bank Account: 1-BOFA - Bank of America
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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			Nevada		
Check	06/28/2024	751002 Accounts Payable	DCS Protective Association (DCSPA)		3,440.00
Check	06/28/2024	751003 Accounts Payable	Dekruyf , Jayne		400.00
Check	06/28/2024	751004 Accounts Payable	Dept. Of The Interior-usgs		30,000.00
Check	06/28/2024	751005 Accounts Payable	Directv Inc		201.18
Check	06/28/2024	751006 Accounts Payable	Directv Inc		361.47
Check	06/28/2024	751007 Accounts Payable	Douglas County Court Clerk		131.69
Check	06/28/2024	751008 Accounts Payable	Filter Law Chtd		66,250.00
Check	06/28/2024	751009 Accounts Payable	Fire Service Center		160.00
Check	06/28/2024	751010 Accounts Payable	Flyers Energy LLC		5,714.40
Check	06/28/2024	751011 Accounts Payable	Flyers Energy LLC		2,077.65
Check	06/28/2024	751012 Accounts Payable	Flyers Energy LLC		5,327.25
Check	06/28/2024	751013 Accounts Payable	Frontier		131.57
Check	06/28/2024	751014 Accounts Payable	Frontier		707.88
Check	06/28/2024	751015 Accounts Payable	Grainger Inc		1,854.45
Check	06/28/2024	751016 Accounts Payable	Great Western Installations		14,850.00
Check	06/28/2024	751017 Accounts Payable	Guglielmo and Associates		446.01
Check	06/28/2024	751018 Accounts Payable	Hallam - Petty Cash , Veronica		110.00
Check	06/28/2024	751019 Accounts Payable	HDR Engineering Inc		5,487.14
Check	06/28/2024	751020 Accounts Payable	Heart Soul Confidence Based Horsemanship		310.00
Check	06/28/2024	751021 Accounts Payable	Hi Tech Commercial Services		477.53
Check	06/28/2024	751022 Accounts Payable	Home Depot - 6978		126.60
Check	06/28/2024	751023 Accounts Payable	Huntley Motor World		5,673.25
Check	06/28/2024	751024 Accounts Payable	Ingram Library Services		328.46
Check	06/28/2024	751025 Accounts Payable	Jardine , Misty		300.00
Check	06/28/2024	751026 Accounts Payable	Kansas City Life Group		13,124.97
Check	06/28/2024	751027 Accounts Payable	Keefe Supply Company		333.50
Check	06/28/2024	751028 Accounts Payable	Keller Associates Inc		6,217.50
Check	06/28/2024	751029 Accounts Payable	KEPRO Acquisitions Inc		429.00
Check	06/28/2024	751030 Accounts Payable	Kingsbury Village Apts		919.66
Check	06/28/2024	751031 Accounts Payable	LaCost , Geoffrey		318.80
Check	06/28/2024	751032 Accounts Payable	Lake Tahoe South Shore Chamber of Commerce		6,250.00
Check	06/28/2024	751033 Accounts Payable	Lake Tahoe Visitors Authority		25,085.53
Check	06/28/2024	751034 Accounts Payable	Lehmann , Robbe		350.00

Douglas County

06/28/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/28/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/28/2024	751035	Accounts Payable	Lococo , Jason		300.00
Check	06/28/2024	751036	Accounts Payable	Losey , Polly		1,500.00
Check	06/28/2024	751037	Accounts Payable	Lucky Hauling and Handyman LLC		1,400.00
Check	06/28/2024	751038	Accounts Payable	ManhattanLife Assurance Company		21.38
Check	06/28/2024	751039	Accounts Payable	Marino , Barbara		1,100.00
Check	06/28/2024	751040	Accounts Payable	Masterson Electrical Services		2,200.00
Check	06/28/2024	751041	Accounts Payable	Merck Sharp & Dohme Corp		7,932.13
Check	06/28/2024	751042	Accounts Payable	Microgenics Corp		3,104.06
Check	06/28/2024	751043	Accounts Payable	Miner , Steven R		900.00
Check	06/28/2024	751044	Accounts Payable	Moss Adams LLP		5,310.00
Check	06/28/2024	751045	Accounts Payable	Nevada Appeal		89.94
Check	06/28/2024	751046	Accounts Payable	Nevada Prepaid Tuition Program		410.00
Check	06/28/2024	751047	Accounts Payable	Nixon , Tara		2,000.00
Check	06/28/2024	751048	Accounts Payable	Nova Tile and Stone Nevada Inc		275.00
Check	06/28/2024	751049	Accounts Payable	NV Energy		1,844.61
Check	06/28/2024	751050	Accounts Payable	NV Energy		1,421.36
Check	06/28/2024	751051	Accounts Payable	NV Energy		5,730.03
Check	06/28/2024	751052	Accounts Payable	NV Energy		7,974.19
Check	06/28/2024	751053	Accounts Payable	NV Energy		834.85
Check	06/28/2024	751054	Accounts Payable	NV Energy		48.21
Check	06/28/2024	751055	Accounts Payable	NV Energy		12,728.19
Check	06/28/2024	751056	Accounts Payable	NV Energy		37.71
Check	06/28/2024	751057	Accounts Payable	NV Energy		98.16
Check	06/28/2024	751058	Accounts Payable	NV Energy		544.92
Check	06/28/2024	751059	Accounts Payable	NV Energy		33.11
Check	06/28/2024	751060	Accounts Payable	NV State Dept of Conservation & Natural Resources		600.00
Check	06/28/2024	751061	Accounts Payable	NV State Division of Industrial Relations		3,338.77
Check	06/28/2024	751062	Accounts Payable	NV State Office of Attorney General		247.46
Check	06/28/2024	751063	Accounts Payable	NV State Treasurer-SEE NOTES		2.00
Check	06/28/2024	751064	Accounts Payable	ODP Business Solutions LLC		372.95
Check	06/28/2024	751065	Accounts Payable	OverDrive Inc		5,301.34
Check	06/28/2024	751066	Accounts Payable	Precision Document Imaging		20,375.64
Check	06/28/2024	751067	Accounts Payable	ProtoKleen Inc		595.00
Check	06/28/2024	751068	Accounts Payable	Red Barn Car Wash		28.00

Douglas County

06/28/2024 Payables

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/28/2024	751069	Accounts Payable	Refuse Inc		103.48
Check	06/28/2024	751070	Accounts Payable	Resource Concepts Inc		18,544.10
Check	06/28/2024	751071	Accounts Payable	Rosin , Bruce R		399.85
Check	06/28/2024	751072	Accounts Payable	Salt Lake Wholesale Sports		5,424.44
Check	06/28/2024	751073	Accounts Payable	SCaDU		200.00
Check	06/28/2024	751074	Accounts Payable	Schneider , Patricia		650.00
Check	06/28/2024	751075	Accounts Payable	Shaffer , Logan		500.00
Check	06/28/2024	751076	Accounts Payable	SHI International Corp		10,288.18
Check	06/28/2024	751077	Accounts Payable	Silver State Analytical Laboratories Inc		3,847.00
Check	06/28/2024	751078	Accounts Payable	Singer , Daria		184.40
Check	06/28/2024	751079	Accounts Payable	Southwest Gas		450.00
Check	06/28/2024	751080	Accounts Payable	Southwest Gas		8,354.67
Check	06/28/2024	751081	Accounts Payable	SPB Utility Services Inc		1,504.67
Check	06/28/2024	751082	Accounts Payable	Stericycle Inc		196.00
Check	06/28/2024	751083	Accounts Payable	Summit Crest Apartments		1,616.60
Check	06/28/2024	751084	Accounts Payable	Sysco Food Services of Sacramento		3,942.63
Check	06/28/2024	751085	Accounts Payable	Sysco Food Services of Sacramento		5,027.08
Check	06/28/2024	751086	Accounts Payable	Tahoe Douglas Visitors Authority		578,032.84
Check	06/28/2024	751087	Accounts Payable	Tahoe Fence Co Inc		5,939.00
Check	06/28/2024	751088	Accounts Payable	Thomas , Anna		84.42
Check	06/28/2024	751089	Accounts Payable	Thomson Reuters-West		1,762.84
Check	06/28/2024	751090	Accounts Payable	Topaz Ranch Estate Water Co		263.10
Check	06/28/2024	751091	Accounts Payable	Tretton , Kimberly		45.00
Check	06/28/2024	751092	Accounts Payable	TriZetto Provider Solutions LLC		558.06
Check	06/28/2024	751093	Accounts Payable	United Finance Company		129.96
Check	06/28/2024	751094	Accounts Payable	University of Nevada, Reno		638.47
Check	06/28/2024	751095	Accounts Payable	University of Nevada, Reno		445.00
Check	06/28/2024	751096	Accounts Payable	US Foods Inc		2,208.12
Check	06/28/2024	751097	Accounts Payable	US Postmaster - Minden		2,000.00
Check	06/28/2024	751098	Accounts Payable	USA Fleet Solutions		15.30
Check	06/28/2024	751099	Accounts Payable	USABluebook		86.45
Check	06/28/2024	751100	Accounts Payable	Verizon Wireless		9,333.26
Check	06/28/2024	751101	Accounts Payable	VSP Vision Care Inc (AT)		5,919.86
Check	06/28/2024	751102	Accounts Payable	Walkenhorst's		516.00
Check	06/28/2024	751103	Accounts Payable	Walmart Community		3,048.52

Douglas County

06/28/2024 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 06/28/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/28/2024	751104	Accounts Payable	Washington National Insurance Co		35.76
Check	06/28/2024	751105	Accounts Payable	Washoe County Crime Lab		2,927.25
Check	06/28/2024	751106	Accounts Payable	Welcomes Auto Body & Towing		7,777.31
Check	06/28/2024	751107	Accounts Payable	West Coast Code Consultants Inc		4,515.00
Check	06/28/2024	751108	Accounts Payable	Wood Rodgers Inc		15,229.50
Check	06/28/2024	751109	Accounts Payable	Yeaman , Guy		180.00
Check	06/28/2024	751110	Accounts Payable	Ron's Refrigeration Inc (ACH)		560.00
Check	06/28/2024	751111	Accounts Payable	Advenco LLC (ACH)		4,060.48
Check	06/28/2024	751112	Accounts Payable	Wild Buffalo Technologies & Innovations LLC (ACH)		3,807.89
EFT	06/28/2024	121832	Accounts Payable	Allison MacKenzie Ltd (ACH)		940.00
EFT	06/28/2024	121833	Accounts Payable	Amazon Business (ACH)		2,959.01
EFT	06/28/2024	121834	Accounts Payable	Brown (ACH) , Richard		350.00
EFT	06/28/2024	121835	Accounts Payable	Canon Financial Services Inc (ACH)		1,858.65
EFT	06/28/2024	121836	Accounts Payable	Carey Rosser Law, Ltd (ACH)		13,250.98
EFT	06/28/2024	121837	Accounts Payable	Carson Valley Locksmith (ACH)		69.50
EFT	06/28/2024	121838	Accounts Payable	CCMSI		3,263.00
EFT	06/28/2024	121839	Accounts Payable	Cintas Corporation (ACH)		242.24
EFT	06/28/2024	121840	Accounts Payable	Clinical Pharmacy Consultants Inc (ACH)		180.00
EFT	06/28/2024	121841	Accounts Payable	CPS HR Consulting (ACH)		1,049.00
EFT	06/28/2024	121842	Accounts Payable	CuraScript Specialty Distribution Inc (ACH)		7,180.03
EFT	06/28/2024	121843	Accounts Payable	Cushing Civil Engineers (ACH)		34,486.00
EFT	06/28/2024	121844	Accounts Payable	Digital Technology Solutions Inc / DTS Fiber (ACH)		99.96
EFT	06/28/2024	121845	Accounts Payable	Dominion Voting Systems Inc (ACH)		11,000.00
EFT	06/28/2024	121846	Accounts Payable	Douglas County Employees Association (ACH)		1,620.00
EFT	06/28/2024	121847	Accounts Payable	Entenmann-Rovin Co (ACH)		245.00
EFT	06/28/2024	121848	Accounts Payable	Family Support Council of Douglas County (ACH)		5,361.01
EFT	06/28/2024	121849	Accounts Payable	Fife (ACH) , Nancy J		100.00
EFT	06/28/2024	121850	Accounts Payable	Fountain (ACH) , Ann M		100.00
EFT	06/28/2024	121851	Accounts Payable	Hanson (ACH) , Cayle		349.09
EFT	06/28/2024	121852	Accounts Payable	HealthEquity Inc		22,040.31
EFT	06/28/2024	121853	Accounts Payable	Holman (ACH) , John R		175.00
EFT	06/28/2024	121854	Accounts Payable	Howell (ACH) , Paul		399.85

Douglas County
06/28/2024 Payables
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	06/28/2024	121855	Accounts Payable	Hunewill (ACH) , Frank		1,738.50
EFT	06/28/2024	121856	Accounts Payable	Inland Supply Co Inc (ACH)		65.70
EFT	06/28/2024	121857	Accounts Payable	Inland Supply Co Inc (ACH)		455.56
EFT	06/28/2024	121858	Accounts Payable	John Lambirth Trucking Inc (ACH)		2,310.00
EFT	06/28/2024	121859	Accounts Payable	Koontz (ACH) , Richard		2,120.97
EFT	06/28/2024	121860	Accounts Payable	Law Offices of Maximilian Stovall LTD (ACH)		66,250.00
EFT	06/28/2024	121861	Accounts Payable	Midwest Tape (ACH)		4,771.26
EFT	06/28/2024	121862	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		2,387.98
EFT	06/28/2024	121863	Accounts Payable	Overhead Fire Protection Inc (ACH)		1,760.00
EFT	06/28/2024	121864	Accounts Payable	Physician Select Management LLC (ACH)		135.00
EFT	06/28/2024	121865	Accounts Payable	R & S Optimum Offset (ACH)		1,731.00
EFT	06/28/2024	121866	Accounts Payable	Reno Carson Messenger Service Inc (ACH)		237.18
EFT	06/28/2024	121867	Accounts Payable	Spencer Investigations (ACH)		3,664.32
EFT	06/28/2024	121868	Accounts Payable	Summit Plumbing Co LLC (ACH)		20,775.00
EFT	06/28/2024	121869	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		2,395.35
EFT	06/28/2024	121870	Accounts Payable	UBEO Business Services (ACH)		38.98
EFT	06/28/2024	121871	Accounts Payable	Ultimate Training Munitions Inc (ACH)		1,459.87
EFT	06/28/2024	121872	Accounts Payable	US Bank Equipment Finance (ACH)		332.86
EFT	06/28/2024	121873	Accounts Payable	US Bank Equipment Finance (ACH)		58.76
EFT	06/28/2024	121874	Accounts Payable	Velocity Truck Centers (ACH)		219,518.25
EFT	06/28/2024	121875	Accounts Payable	Vital Signs (ACH)		198.52
1-BOFA Bank of America Totals:				Transactions: 188		$2,111,412.07

Checks:	144	$1,671,688.38
EFTs:	44	$439,723.69

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9018

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: KATHY KAISER, ASSISTANT TREASURER

KATHY LEWIS, CHIEF FINANCIAL OFFICER

THE ATTACHED CUMULATIVE PAYROLL CHECK LISTING TOTALING $1,478,168.28 FOR CHECKS #750956-750968, AND DIRECT DEPOSITS, ALL DATED 06-28-2024, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Lewis Digitally signed by Kathy Lewis Date: 2024.06.28 15:45:48 -07'00'
CHIEF FINANCIAL OFFICER

BY: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2024.06.28 15:34:49 -07'00'
ASSISTANT TREASURER

Payment Batch Register

Pay Date Range 06/08/24 - 06/21/24

Pay Batch 06/28/24

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5598					
5917					
5601					
3287					
5600					
5913	Cachinero, Eric	121198	.00	3,089.12	3,089.12
4130	Davidson, Jenifer	121199	.00	6,527.97	6,527.97
4581	Elges, Melissa	121200	.00	3,584.11	3,584.11
5390	Johnson, Marcia Michelle	121201	.00	2,278.26	2,278.26
3154	Morgan, Scott	121202	.00	7,168.91	7,168.91
5819	Simpson, Michelle J	121203	.00	1,805.06	1,805.06
6074	Sproull, Megan N	121204	.00	1,476.32	1,476.32
5328	Valdez, Robyn Aiko	121205	.00	2,161.08	2,161.08
3299	Mccullough, David Scott	121206	.00	4,304.66	4,304.66
6015	Rudelbach, Nicole Angelina	121207	.00	3,251.77	3,251.77
5704	Alexander, David	121208	.00	2,735.63	2,735.63
4177	Montoya, Leah	121209	.00	4,518.56	4,518.56
4657	Richardson, Matthew	121210	.00	3,187.30	3,187.30
5164	Amatore, Cameron	121211	.00	2,615.45	2,615.45
3310	Etchegoyhen, Dion	121212	.00	3,224.14	3,224.14
5726	Minor, Chesney	121213	.00	1,776.76	1,776.76
5706	Morris, Shane	121214	.00	2,107.75	2,107.75
3531	OHair, Kimberly	121215	.00	2,734.90	2,734.90
5697	Poppinga, Kathryn	121216	.00	2,104.43	2,104.43
4261					
4261					
4936	Troutner, Michael David	121219	.00	1,830.79	1,830.79
4387	Williams, Toni Grace	121220	.00	1,849.94	1,849.94
6010	Buma At, Candy Ve De Gracia	121221	.00	1,790.85	1,790.85
5956	Carter, Deborah Christine	121222	.00	3,094.14	3,094.14
5470	Cartwright, Jennifer	121223	.00	3,962.25	3,962.25
4782	Chieffo, Caroline	121224	.00	1,333.66	1,333.66
4782	Chieffo, Caroline	121225	.00	1,450.00	1,450.00
5738	Hernandez Rea, Louis Obed	121226	.00	2,092.19	2,092.19
3511	Johnson, Melissa Ann	121227	.00	2,031.23	2,031.23
4658	Kent, Andrea Celeste	121228	.00	2,783.62	2,783.62
3419	Lewis, Kathryn Marie	121229	.00	4,839.66	4,839.66
4691	Moreno, Sarah	121230	.00	2,716.32	2,716.32
5935	Solorio Reza, Veronica	121231	.00	1,851.58	1,851.58
5646	Swickard, Debbie A	121232	.00	2,464.63	2,464.63
5261	Brantmeyer, Ana	121233	.00	1,733.34	1,733.34
4124					
6047	Pumphrey, Janey Lynn Hutchings	121235	.00	1,441.78	1,441.78
4766	Stovall, Jodi Odette	121236	.00	2,287.05	2,287.05
5317	Balda, Tanya	121237	.00	2,160.93	2,160.93
5730	Day, Jacqueline	121238	.00	2,048.39	2,048.39
5645	Lane, Amber Marie	121239	.00	2,016.47	2,016.47
5251	Leeper, Nicki Jennifer	121240	.00	3,201.49	3,201.49
5828	Allmett, David	121241	.00	2,642.62	2,642.62
5395	Harjes, Georgianne Dombrowik	121242	.00	2,171.59	2,171.59
5395	Harjes, Georgianne Dombrowik	121243	.00	723.86	723.86
5677	Kaiser, Jeffrey M	121244	.00	2,512.84	2,512.84
5739	Lind, Vicky Lucille	121245	.00	1,401.53	1,401.53
5876	Mallett, Norma	121246	.00	360.77	360.77
5747	Standley, Virginia Ann	121247	.00	1,592.76	1,592.76
3296	McDonough, Regina	121248	.00	2,425.08	2,425.08
5256	Pablo, Michelle	121249	.00	2,184.40	2,184.40
5419	Allmett, Melissa	121250	.00	1,675.86	1,675.86
5385					

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5979 Burgwardt-Odgers, Connie Ann	121252	.00	1,362.84	1,362.84
5925 Garcia, Melissa Susan	121253	.00	1,888.98	1,888.98
4600 Kaiser, Katherine Anne	121254	.00	3,180.32	3,180.32
3198 Teter, Leann Marie	121255	.00	2,290.85	2,290.85
3198 Teter, Leann Marie	121256	.00	175.00	175.00
5403 Vaclavek, Corinne Rene	121257	.00	2,092.14	2,092.14
5403 Vaclavek, Corinne Rene	121258	.00	375.00	375.00
5635 Erceg, Annela	121259	.00	145.83	145.83
5341 Sanders, Dennis Wayne	121260	.00	1,896.43	1,896.43
4194 Avila, Michael	121261	.00	3,583.41	3,583.41
5901 Ayers, Logan	121262	.00	1,357.72	1,357.72
5432 Caddy, Robert	121263	.00	2,122.27	2,122.27
5617 Calleja, Trevor	121264	.00	2,371.26	2,371.26
5617 Calleja, Trevor	121265	.00	600.00	600.00
4047 Gerard, Donald Joseph	121266	.00	2,845.97	2,845.97
5834 Kale, Griffin Thomas	121267	.00	1,967.18	1,967.18
5890 Quigley, Andrew	121268	.00	2,611.09	2,611.09
6094 Ruggia, Peace Paul	121269	.00	4,132.33	4,132.33
5130 Smith, Brendan Joseph	121270	.00	2,394.03	2,394.03
5130 Smith, Brendan Joseph	121271	.00	1,000.00	1,000.00
3461 Stugart, Susan L	121272	.00	2,259.87	2,259.87
6009 Walk, Victor August	121273	.00	2,527.34	2,527.34
5628 Williams, Daniel Alan	121274	.00	2,530.06	2,530.06
5966 Woods, David Allen	121275	.00	4,025.72	4,025.72
5283 Drew, Tiffini	121276	.00	312.99	312.99
5100 Everett, Megan	121277	.00	2,395.49	2,395.49
4645 Lang, Wendy Jo	121278	.00	5,367.27	5,367.27
4157 McMurry, Cindy	121279	.00	2,296.58	2,296.58
4157 McMurry, Cindy	121280	.00	350.00	350.00
5680 Renteria, Merisa	121281	.00	1,629.63	1,629.63
5315 Shaw, Ashley Elaine	121282	.00	1,656.38	1,656.38
5315 Shaw, Ashley Elaine	121283	.00	200.00	200.00
5233 Vido, Christine Elizabeth	121284	.00	2,612.46	2,612.46
5233 Vido, Christine Elizabeth	121285	.00	500.00	500.00
4926 Cristanelli, Brenda	121286	.00	1,381.27	1,381.27
3222				
3172 Elges, Ronald	121288	.00	5,735.94	5,735.94
1088 Michitarian, Aram	121289	.00	4,264.09	4,264.09
4773 George, Ana Gabriela	121290	.00	2,203.20	2,203.20
3394 Ginocchio, Rodney W	121291	.00	4,622.07	4,622.07
5093 Green, Kylie Nicole	121292	.00	2,359.27	2,359.27
3142 Lynch, Will R.	121293	.00	4,229.54	4,229.54
3333 Richardson, Connie	121294	.00	853.87	853.87
3433 Scheetz, Kirsten Maureen	121295	.00	1,401.72	1,401.72
3433 Scheetz, Kirsten Maureen	121296	.00	1,100.00	1,100.00
3337 Adkins, Michelle	121297	.00	2,044.78	2,044.78
4176 Allen, Crystal	121298	.00	1,939.23	1,939.23
5489 Bell, Jennifer	121299	.00	1,912.90	1,912.90
5396 Bennett, Temi Elaine	121300	.00	1,612.49	1,612.49
3248 Drake, Karis	121301	.00	3,015.20	3,015.20
5325 Handy, Sherral Diane	121302	.00	554.91	554.91
5311 Miller, Ricky	121303	.00	2,003.80	2,003.80
5184 Peters, William	121304	.00	2,016.78	2,016.78
5840 Williams, Emily Ann	121305	.00	1,496.88	1,496.88
4611 Barden, Michael	121306	.00	2,400.53	2,400.53
4105 Cadwallader, David	121307	.00	4,002.83	4,002.83
1420 Charles, Mark	121308	.00	4,104.69	4,104.69
6045 Cheechov, Alexandria Ashley	121309	.00	2,146.01	2,146.01
5259 Clifford, Dustin	121310	.00	2,547.66	2,547.66

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4269 Dickens, Mark	121311	.00	4,497.05	4,497.05
6005 Dion, Evan Rene	121312	.00	2,655.25	2,655.25
5708 Drgas, Tomasz	121313	.00	2,954.82	2,954.82
4369 Fricke, Justin Frederick	121314	.00	5,039.46	5,039.46
3538 Gonzalez, Ignacio A	121315	.00	4,942.23	4,942.23
4698 Guerra, Jose Ricardo	121316	.00	3,194.26	3,194.26
5849 Hanson, Michael Ray	121317	.00	89.09	89.09
6083 Holle, Brandon Tyler	121318	.00	1,796.30	1,796.30
3311 Hubkey, Brian Scott	121319	.00	5,840.30	5,840.30
4696 Kimbrell, Steven John	121320	.00	239.54	239.54
4696 Kimbrell, Steven John	121321	.00	2,155.90	2,155.90
5991 Larsen, Joshua Michael	121322	.00	2,923.04	2,923.04
5941 Livingston, Daniel Marquis	121323	.00	370.48	370.48
5077 McLaughlin, Spencer	121324	.00	2,840.86	2,840.86
6008 Mendieta, Jasmin Teresa	121325	.00	2,102.79	2,102.79
4339 Midkiff, Douglas	121326	.00	3,675.18	3,675.18
5951 Randall, Jacob Isaac	121327	.00	2,793.82	2,793.82
5811 Rea, Melanie D'Ann	121328	.00	2,038.98	2,038.98
3604 Ridley, Clayton	121329	.00	3,272.44	3,272.44
5715 Riker, Payton	121330	.00	2,656.95	2,656.95
4556 Rollins, James	121331	.00	2,439.50	2,439.50
5694 Russell, Jonathen Philip	121332	.00	2,759.05	2,759.05
4433 Sampson, Matthew Alan	121333	.00	5,459.98	5,459.98
4343 Sanchez, Donovan Joseph	121334	.00	4,517.05	4,517.05
3439 Schultz, Theresa Christine	121335	.00	2,018.00	2,018.00
5582 Silva Ortiz, Jose G	121336	.00	4,119.01	4,119.01
3404 Stanley, David Alan Jr.	121337	.00	3,854.67	3,854.67
3404 Stanley, David Alan Jr.	121338	.00	350.00	350.00
6101 Turek, Andrew Paul	121339	.00	2,181.04	2,181.04
3305 Battcher, John	121340	.00	3,741.76	3,741.76
3035 Britton, Daniel	121341	.00	5,104.35	5,104.35
4116 George, John Arthur	121342	.00	4,487.18	4,487.18
3505 Grant, Ryan David	121343	.00	3,190.75	3,190.75
5152 Graves, Jessica Lynn	121344	.00	2,280.38	2,280.38
3436 Jasperson, Edward W	121345	.00	3,704.95	3,704.95
3418 Jenkins, Nadine Yvonne	121346	.00	3,608.48	3,608.48
4394 Jones, Tyler A	121347	.00	2,993.52	2,993.52
5946 Poling, Denielle Lynn	121348	.00	2,694.98	2,694.98
3401 Schultz, Steven D	121349	.00	2,927.14	2,927.14
3399 Storke, Jonathan D	121350	.00	3,558.15	3,558.15
3312 Tipton, Linda Jane	121351	.00	2,257.07	2,257.07
5019 Warfield, Steven William	121352	.00	3,665.65	3,665.65
3608 Wharton, Scott W	121353	.00	3,014.39	3,014.39
4398 Williamson, Brandon J	121354	.00	2,790.44	2,790.44
4131 Young, Ryan Robert	121355	.00	3,205.11	3,205.11
4015 Karosich, Kevin Charles	121356	.00	3,137.94	3,137.94
4531 Koontz, Brenton Robert	121357	.00	2,602.98	2,602.98
4244 Meyer, John	121358	.00	2,977.41	2,977.41
5477 Begovich, Cody	121359	.00	2,734.56	2,734.56
4557 Brown, Mark	121360	.00	3,304.80	3,304.80
5454 Copp, Keenan	121361	.00	2,189.27	2,189.27
5110 Cunningham, Jeremy	121362	.00	3,880.40	3,880.40
5848 Cunningham, Taylor	121363	.00	2,979.84	2,979.84
4070 Davis, Justin	121364	.00	3,402.31	3,402.31
5619 Del Soldato, Cody	121365	.00	2,161.44	2,161.44
5047 DeRosa, Salvatore	121366	.00	3,543.82	3,543.82
3226 Duffy, Robert	121367	.00	5,572.40	5,572.40
3340 Eissinger, Erik	121368	.00	2,594.51	2,594.51
3634 Flagg, Marshall	121369	.00	3,556.03	3,556.03

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
3571 Goldwater, Michael Beamer	121370	.00	2,611.13	2,611.13
5137 Graves, Stephen Michael	121371	.00	4,161.26	4,161.26
5919 Heffner, Jared Cortlen	121372	.00	2,678.78	2,678.78
5097 Hickman, Zachary D	121373	.00	2,843.54	2,843.54
5111 Hodges, Joshua Adam	121374	.00	3,257.52	3,257.52
5062 Holdridge, Tyree	121375	.00	2,509.57	2,509.57
5693 Incopero, Noah Thomas	121376	.00	2,851.49	2,851.49
4488 Jacobsen, Bruce M	121377	.00	3,823.66	3,823.66
5595 Jacquez, Suselly Gonzalez	121378	.00	2,954.41	2,954.41
5595 Jacquez, Suselly Gonzalez	121379	.00	100.00	100.00
5138 Jenkins, Eric Robert William	121380	.00	3,124.09	3,124.09
4360 Johnsen, Jeffrey	121381	.00	4,134.56	4,134.56
3407 Koontz, Richard JR	121382	.00	4,215.05	4,215.05
3577 Kruger, Joel L	121383	.00	2,796.98	2,796.98
4322 Lenz, John Christian	121384	.00	3,777.41	3,777.41
4598 Lewis, Kevin Zachary	121385	.00	3,123.62	3,123.62
6137 Lopez, Marlon Emanuel	121386	.00	2,948.89	2,948.89
6137 Lopez, Marlon Emanuel	121387	.00	327.65	327.65
3435 Marshall, Geoffrey S	121388	.00	2,492.36	2,492.36
5265 Martinez, Thomas	121389	.00	2,523.13	2,523.13
5109 Michitarian, Conner	121390	.00	3,396.30	3,396.30
5990 Miller, MacKenzie Gwyn	121391	.00	1,797.78	1,797.78
3405 Miller, Ronald	121392	.00	4,273.69	4,273.69
4460 Miller, Steven	121393	.00	3,629.20	3,629.20
5339 Oakes, Robert	121394	.00	3,387.28	3,387.28
4483 OSullivan, Luke	121395	.00	3,934.95	3,934.95
2216 Rodriguez, Richard	121396	.00	4,377.38	4,377.38
4375 Russell, Seth	121397	.00	3,285.57	3,285.57
5321 Sepulveda, William Michael Anthony	121398	.00	2,199.15	2,199.15
4604 Short, Derek Clayton	121399	.00	3,027.42	3,027.42
6072 Smith, Stephen Wyatt	121400	.00	2,536.52	2,536.52
4882 Stebel, Maciej	121401	.00	2,718.94	2,718.94
5051 Strachan, Grace Louise	121402	.00	2,332.52	2,332.52
5051 Strachan, Grace Louise	121403	.00	250.00	250.00
5855 Tersteege, Zachariah John	121404	.00	3,675.25	3,675.25
5602 Thorne, Clinton Garrett	121405	.00	3,857.20	3,857.20
5703 Warren, Erik Anthony	121406	.00	2,053.52	2,053.52
4938 West, Mariah Cathleen	121407	.00	4,041.32	4,041.32
4376 Williams, Justin Hall	121408	.00	4,008.13	4,008.13
3516 Windsor, Adam R	121409	.00	2,865.34	2,865.34
4756 Freeman, Kevin RD	121410	.00	2,808.30	2,808.30
5296 Ferriera, Tylar	121411	.00	2,008.54	2,008.54
5099 Godecke, Rachel Renee	121412	.00	1,847.11	1,847.11
6023 Larsen, Samantha Rae	121413	.00	1,594.02	1,594.02
6018 Peterson, Cheyenne Nicole	121414	.00	1,416.47	1,416.47
5684 Sorrells, Jennifer Ann	121415	.00	2,359.58	2,359.58
6079 Dye, Tanner Ryan	121416	.00	2,434.04	2,434.04
5965 Easton, Kara Rae	121417	.00	3,904.47	3,904.47
5681 Mathes, Erin	121418	.00	1,839.32	1,839.32
5090 Carney, Marilyn	121419	.00	1,891.72	1,891.72
6089 Franz, Sarah Marie	121420	.00	1,654.41	1,654.41
5831 Shoemaker, Francesca Grace	121421	.00	1,556.96	1,556.96
5621 Walker, Courtni Lynn	121422	.00	2,017.05	2,017.05
5246 Weidner, Amy Colleen	121423	.00	1,674.25	1,674.25
3557 Wilfert, Kristin L	121424	.00	2,443.94	2,443.94
5807 Edwards, Rebecca Lynne	121425	.00	3,597.85	3,597.85
4603 Goelz, Sandra Delores	121426	.00	2,602.06	2,602.06
3346 Kabat, Lorraine	121427	.00	423.74	423.74
3257 Williams, Bobbie Ruth	121428	.00	4,885.44	4,885.44

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5892 Eady, Janice	121429	.00	2,399.73	2,399.73
3682 Plante, Erin	121430	.00	2,740.35	2,740.35
1724 Seddon, John James	121431	.00	3,533.55	3,533.55
5187 Barnes, Jacqueline	121432	.00	810.51	810.51
5187 Barnes, Jacqueline	121433	.00	200.00	200.00
5187 Barnes, Jacqueline	121434	.00	700.00	700.00
4835 Wagoner, Leanne Christine	121435	.00	3,737.35	3,737.35
4916 Gonzales, Sallie Marie	121436	.00	2,126.63	2,126.63
1889 Myers, Kasey	121437	.00	2,854.07	2,854.07
4851 Thomas, Nicole Luwelle	121438	.00	3,409.49	3,409.49
5373 Aymami, David	121439	.00	612.11	612.11
3103 Carter, Trina	121440	.00	1,745.44	1,745.44
5318 Cooper, Timothy	121441	.00	1,270.70	1,270.70
4197 Harding, William Joseph	121442	.00	693.13	693.13
4786 Kuehn, Thomas James	121443	.00	393.00	393.00
3570 LaMonica, George Anthony	121444	.00	1,914.27	1,914.27
3659 Lindsay, Eric D	121445	.00	3,144.57	3,144.57
3659 Lindsay, Eric D	121446	.00	100.00	100.00
5422 Marshall, Gary D	121447	.00	647.67	647.67
4407 Roberts, Erik	121448	.00	2,338.53	2,338.53
3282 Schemenauer, Jeffrey M	121449	.00	4,793.56	4,793.56
3448 Vido, Leslie S	121450	.00	2,689.03	2,689.03
4563 Casper, Richard Barry	121451	.00	4,633.09	4,633.09
6051 Cazares, Angelika Natalie	121452	.00	1,785.86	1,785.86
4554 Davis, Tammy	121453	.00	3,005.56	3,005.56
4262 Frank, Juley Ann	121454	.00	2,091.34	2,091.34
4007 Gregory, Cynthea Anne	121455	.00	1,845.73	1,845.73
4007 Gregory, Cynthea Anne	121456	.00	2,800.00	2,800.00
5121 Hames, Alex Arthur	121457	.00	4,735.28	4,735.28
5414 Hellman, William Kent	121458	.00	3,048.02	3,048.02
3336				
5344 Mazza, Chelsea Barbara	121460	.00	5,000.65	5,000.65
5955 Murphy, William	121461	.00	3,696.73	3,696.73
6006 Nelson, Kallie	121462	.00	3,701.50	3,701.50
4187 Putzer, Brian	121463	.00	3,580.73	3,580.73
4401 Ritchie, Douglas	121464	.00	4,594.89	4,594.89
4401 Ritchie, Douglas	121465	.00	135.00	135.00
5995 Romero, Michele Mary	121466	.00	1,517.16	1,517.16
5858 Sibley, James Blake	121467	.00	4,587.37	4,587.37
5825 Simmons, Shannon Noel	121468	.00	2,092.94	2,092.94
5284 Teter, Jessica Lynn	121469	.00	1,705.76	1,705.76
6073 Thompson, Kristina	121470	.00	1,819.80	1,819.80
5497 Towne, Bethany Ann	121471	.00	4,157.74	4,157.74
4521 Wadle, Zachary Jerome	121472	.00	4,196.96	4,196.96
4382 Williams, Lea Elise	121473	.00	1,998.02	1,998.02
4958 Cady, Kelly	121474	.00	3,141.34	3,141.34
3543 Hamer, Daniel Monroe	121475	.00	3,066.00	3,066.00
5698 Harris, Krysinthia J	121476	.00	2,003.99	2,003.99
3410 Hastings-Molyneux, Dominic I	121477	.00	5,410.69	5,410.69
4639 Jones, Jessica	121478	.00	2,428.47	2,428.47
5678 Mangiaracina, Sara Rene	121479	.00	2,104.19	2,104.19
6013 Meddles, Jessica Ashlynn	121480	.00	1,723.44	1,723.44
3363 Morris, Tamara	121481	.00	4,022.74	4,022.74
4151 Nicoll, Kenneth	121482	.00	3,035.09	3,035.09
5503 Orozco, Andres	121483	.00	2,093.77	2,093.77
6030 Andrews, Barrett Brynn George	121484	.00	2,594.09	2,594.09
5656 Arvizu, Julian	121485	.00	2,755.91	2,755.91
5690 Bryant, Trevor	121486	.00	1,818.24	1,818.24
4718 Camp, Allen	121487	.00	2,057.05	2,057.05

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5833 Chavez, Ariel Michelle	121488	.00	1,882.64	1,882.64
3003 Chichester, Ross	121489	.00	53.70	53.70
5609 Damiani, Chelsea	121490	.00	3,154.94	3,154.94
5609 Damiani, Chelsea	121491	.00	25.00	25.00
6046 Dickenson, Jesse James	121492	.00	43.70	43.70
6038 Drabant, Elizabeth Jean	121493	.00	2,326.55	2,326.55
5478 Garcia, Michelle Maria	121494	.00	2,381.95	2,381.95
4710 Grant Doney, Shawn R	121495	.00	2,992.77	2,992.77
5389 Grant, Teagan Ashley	121496	.00	2,919.63	2,919.63
4494 Heimark, Caitlin Yvonne	121497	.00	3,079.47	3,079.47
6039 Hennarty, Aimee Michele	121498	.00	2,137.98	2,137.98
6077 Hennarty, Daniel Robert	121499	.00	1,978.79	1,978.79
6014 Jackson, Justus Terrell	121500	.00	2,181.54	2,181.54
5857 Jenkins, Kevin Ryan	121501	.00	2,321.71	2,321.71
5476 Klemm, Paul Jeffrey Lazatin	121502	.00	431.08	431.08
5998 Kovacs, Haley Ann	121503	.00	1,980.04	1,980.04
5366 Leman, Sam John	121504	.00	2,339.57	2,339.57
6007 Maes, Cecilia Anita	121505	.00	2,037.89	2,037.89
5662 McClintock, Carol	121506	.00	1,781.18	1,781.18
5623 Meeks, Casey	121507	.00	2,300.38	2,300.38
6029 Miller, Daniel Hunt	121508	.00	2,249.26	2,249.26
4809 Ong, Jacqueline	121509	.00	3,301.70	3,301.70
5837 Ong, Maria-Veronica	121510	.00	2,223.59	2,223.59
5934 Parris, Zachary	121511	.00	2,176.44	2,176.44
5974 Shope, Edward G	121512	.00	2,528.29	2,528.29
5027 Simpson, Christopher Chad	121513	.00	2,341.49	2,341.49
4558 Smith, Cory A	121514	.00	3,030.63	3,030.63
1546 Smith, Nicolette Adelle	121515	.00	2,364.67	2,364.67
6102 Stocking, Jessica Linnea	121516	.00	4,537.91	4,537.91
4517 Talia, Cindy Marie	121517	.00	3,046.11	3,046.11
5155 Thornton, Daniel Howard	121518	.00	2,221.92	2,221.92
5443 Bandbaz, Zahra	121519	.00	1,881.31	1,881.31
5932 Conway, Brian Robert	121520	.00	465.54	465.54
5905 Davidson, Rain	121521	.00	1,675.58	1,675.58
3664 Deleon, Christian	121522	.00	2,672.37	2,672.37
6081 Feemster, Daniel Ryan	121523	.00	2,175.36	2,175.36
6086 Guzman, Monica Lee	121524	.00	1,917.02	1,917.02
6012 Johnson-Bonin, Breauna Kay	121525	.00	1,882.92	1,882.92
4837 Leskovic, Aimee	121526	.00	544.36	544.36
5670 Miller, Shane	121527	.00	1,963.14	1,963.14
3416 Peterson, James	121528	.00	2,421.96	2,421.96
6048 Reiss, Mark Richard	121529	.00	1,888.24	1,888.24
5842 Tom, Shaylyn Renee	121530	.00	2,082.62	2,082.62
3227 Zehren, Kristina	121531	.00	3,624.33	3,624.33
5861 Iannacchione, Nathanial David	121532	.00	1,953.63	1,953.63
5094 McAllister, Mike	121533	.00	3,746.24	3,746.24
5851 Garrison, Jenna Marcia	121534	.00	1,866.97	1,866.97
3032				
6031 Henley-Ballard, McKenzie Fay	121536	.00	1,597.95	1,597.95
4155 Huntington, Mindi Jo	121537	.00	2,384.58	2,384.58
6004 Lange, Jessica M	121538	.00	1,334.44	1,334.44
6141 Violette, Winter Marlowe	121539	.00	721.70	721.70
5581 Warren, Jolene Vonda	121540	.00	2,376.22	2,376.22
5832 White, Kaitlyn R	121541	.00	1,835.33	1,835.33
6021				
5149 Ledezma, Miguel Angel	121543	.00	2,153.42	2,153.42
4498 Moore, Sandra	121544	.00	2,116.60	2,116.60
3515 Doan, Yvette	121545	.00	3,650.88	3,650.88
3266 Lash, Diana	121546	.00	2,173.39	2,173.39

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4628 Meddles, Jake	121547	.00	2,837.42	2,837.42
5587 Reshaw, Albert	121548	.00	1,707.10	1,707.10
4874 Roberts, David JR	121549	.00	2,913.12	2,913.12
5863 Vidovich, Danton Robert	121550	.00	814.75	814.75
4653 Erb, Jon	121551	.00	4,232.17	4,232.17
4778 Nordloh, Joshua	121552	.00	3,037.61	3,037.61
4332 Dallaire, Thomas	121553	.00	4,813.22	4,813.22
5938 Dreiske, Susan	121554	.00	1,773.59	1,773.59
5929 Hannah, Ashley	121555	.00	1,655.04	1,655.04
3494 Pawling, Andrea	121556	.00	3,368.62	3,368.62
5630 Ramirez, Betty	121557	.00	1,124.43	1,124.43
4762 Reno, Ann	121558	.00	1,271.45	1,271.45
5844 Conroy, Jordyn Ashleigh	121559	.00	1,311.35	1,311.35
5844 Conroy, Jordyn Ashleigh	121560	.00	250.00	250.00
6019 Davidson, Jeremy D	121561	.00	2,453.02	2,453.02
4392 Davis, Timothy	121562	.00	3,373.55	3,373.55
5893 McQuain, Michael	121563	.00	2,092.23	2,092.23
4586 Nadler, Nicholas	121564	.00	2,177.63	2,177.63
5686 Simko, George Bradley	121565	.00	2,293.41	2,293.41
5319 Spates, Rebecca Marie	121566	.00	2,180.87	2,180.87
4283 Doherty, Linda	121567	.00	2,230.82	2,230.82
5817 Moroles ONeil, Kathryn	121568	.00	3,076.45	3,076.45
3452 Rao, Lucille	121569	.00	2,357.87	2,357.87
4838 Thran Zepeda, Coleen	121570	.00	2,032.76	2,032.76
3014 Broersma, Eric	121571	.00	2,249.27	2,249.27
5912 Cowin, John	121572	.00	2,236.88	2,236.88
5471 Hutchings, Jeremy Jon	121573	.00	3,392.68	3,392.68
3702 Morelli, Natalia	121574	.00	2,862.01	2,862.01
6036 Pettersen, Paul Quist	121575	.00	2,006.78	2,006.78
1817 Resnik, Barbra	121576	.00	3,541.62	3,541.62
4393 Stevens, Leanna Claire	121577	.00	2,359.39	2,359.39
5711 Etchegoyhen, Mary	121578	.00	1,725.13	1,725.13
6032 Felten, Michael C	121579	.00	2,566.15	2,566.15
5654 Harwood, Bonnie Deann	121580	.00	2,691.33	2,691.33
5891 Jacobson-Gentry, Julie	121581	.00	2,181.78	2,181.78
5615 Moroles-ONeil, Rachel	121582	.00	2,172.13	2,172.13
5808 Strehlow, Ernie Kenneth	121583	.00	3,512.70	3,512.70
5353 Hubbard, Nicole Renee	121584	.00	2,430.80	2,430.80
3476 Leeper, Veronica Irmgard	121585	.00	2,238.29	2,238.29
5978 Peterson-Burrier, Lisa Ann	121586	.00	1,818.49	1,818.49
4627 Ritger, Philip	121587	.00	4,575.25	4,575.25
5347 Robillard, Richard	121588	.00	4,185.75	4,185.75
5347 Robillard, Richard	121589	.00	100.00	100.00
5933 Sponcey, Sheryl	121590	.00	1,732.78	1,732.78
5933 Sponcey, Sheryl	121591	.00	250.00	250.00
6078 Williams, Dawn Darice	121592	.00	2,012.75	2,012.75
6034 Blanchette, Riley Adam	121593	.00	1,635.30	1,635.30
5085 DuBlanc, Brian	121594	.00	2,088.28	2,088.28
5387 Eichhorst, Wyatt	121595	.00	2,254.14	2,254.14
5107 Hunter, Danny D-Jay	121596	.00	2,065.14	2,065.14
5865 Kunich, Kevin Michael	121597	.00	2,121.17	2,121.17
5953 MacDonnell, Jeffrey T	121598	.00	4,144.28	4,144.28
5131 McCulloch, Carl	121599	.00	2,213.59	2,213.59
4223 Porcari, Brian	121600	.00	2,390.90	2,390.90
4223 Porcari, Brian	121601	.00	400.00	400.00
5103 Wolff, Richard Peter	121602	.00	2,574.45	2,574.45
5487 Bengoechea, Levi	121603	.00	1,931.27	1,931.27
3614 Manzano, Victor Gerard	121604	.00	2,541.74	2,541.74
5158 McGoldrick, James	121605	.00	1,883.47	1,883.47

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5805 Thomas, Hunter Phillip	121606	.00	1,838.69	1,838.69
3504 Weferling, Duane Robert	121607	.00	2,781.74	2,781.74
5732 Donat, Nicholas	121608	.00	2,199.76	2,199.76
5722 Gonsalves, Anthony David	121609	.00	2,337.92	2,337.92
5996 Johnson, Adrian Keith	121610	.00	2,961.53	2,961.53
4065 Kinser, Auston G	121611	.00	4,022.36	4,022.36
5734 Kinser, Justin Glen	121612	.00	2,017.58	2,017.58
5964 Kolda, Ryan A	121613	.00	3,550.37	3,550.37
5450 Laird, Pablo Arthur	121614	.00	1,914.35	1,914.35
3441 Melandow, Gregory W	121615	.00	4,300.23	4,300.23
5611 Michalak, Jeffery	121616	.00	2,160.09	2,160.09
5906 Schmidt, Brian	121617	.00	1,762.97	1,762.97
5733 Smallen, Aaron M	121618	.00	2,683.48	2,683.48
4127 Taflin, Thomas A	121619	.00	3,077.82	3,077.82
5657 White, Thomas Paul	121620	.00	2,979.12	2,979.12
4509 Charles, Nicholas	121621	.00	4,466.55	4,466.55
5728 Larrance, Christine Anna-Marie	121622	.00	1,916.56	1,916.56
5659 Smith, Nathaniel David	121623	.00	2,853.76	2,853.76
5035 Aalgaard, Erik	121624	.00	2,078.52	2,078.52
5993 Fogerson, Anjanette Bywater	121625	.00	2,537.47	2,537.47
5836 Johnson, Sarah Beth	121626	.00	2,654.13	2,654.13
4765 Martinez, Jodi	121627	.00	3,016.71	3,016.71
6103 Selcer-Kannan, Cheryseis Edra	121628	.00	2,529.75	2,529.75
5911 Stage, Karen Marie	121629	.00	1,549.79	1,549.79
5940 Torres, Lisa Marie	121630	.00	2,233.88	2,233.88
5001 Aschenbach, Noemi	121631	.00	3,305.55	3,305.55
5166 Baumann, Tamara	121632	.00	3,141.11	3,141.11
5166 Baumann, Tamara	121633	.00	1,000.00	1,000.00
5368 Herrera-Alem, Karina	121634	.00	1,303.08	1,303.08
5010 Rasner, Rachael	121635	.00	3,619.09	3,619.09
5716 Cusack, Kristin	121636	.00	2,135.35	2,135.35
5716 Cusack, Kristin	121637	.00	400.00	400.00
5818 Davis, Carolyn	121638	.00	1,883.49	1,883.49
5658 Rich, Christina	121639	.00	1,353.52	1,353.52
4875 Macdonnell, Heather	121640	.00	2,143.44	2,143.44
4875 Macdonnell, Heather	121641	.00	1,000.00	1,000.00
6085 Riesner, Anke S	121642	.00	1,546.96	1,546.96
6100 Adamson, Blayney Elizabeth	121643	.00	2,234.41	2,234.41
5612 Aggarwal, Ankur	121644	.00	2,262.87	2,262.87
5852 Baylis, Mark	121645	.00	2,572.34	2,572.34
5736 Brewer, Brianna	121646	.00	2,463.41	2,463.41
6016 Chavez, Amy Renee	121647	.00	2,034.70	2,034.70
5992 Deen, Alexandra Elizabeth	121648	.00	1,998.28	1,998.28
5943 Finster, Brent Edwin	121649	.00	3,605.15	3,605.15
3229 Gochenouer, Debra	121650	.00	3,334.97	3,334.97
6099 Guajardo, Tara Cecilia	121651	.00	2,498.91	2,498.91
5939 Hagenbach, Cassidy	121652	.00	2,403.98	2,403.98
4862 Hall, Kaitlyn Cassandra Rose	121653	.00	2,688.93	2,688.93
5999 Hanson, Megan Lee	121654	.00	2,127.09	2,127.09
3522 Mccandless, Nonie	121655	.00	3,462.08	3,462.08
6080 Salas, Julia Marie	121656	.00	2,110.89	2,110.89
4749 Seeley, Edward Norman	121657	.00	3,506.77	3,506.77
6082 Snight, Laurel Jeanne	121658	.00	1,937.82	1,937.82
6082 Snight, Laurel Jeanne	121659	.00	215.31	215.31
5903 Victor, Aubrey Louise	121660	.00	1,799.52	1,799.52
3230 Woods, Cirra Alaire	121661	.00	3,085.32	3,085.32
5727 Anderson, Melinda	121662	.00	1,237.64	1,237.64
3549 Begovich, Jacqueline	121663	.00	2,339.94	2,339.94
4940 Brackett, Jeffrey	121664	.00	119.35	119.35

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5485 Broumley, Cheryl	121665	.00	1,632.75	1,632.75
5674 Buma At, Ve	121666	.00	1,302.50	1,302.50
5048 Calabrese, Jennifer	121667	.00	1,951.73	1,951.73
5048 Calabrese, Jennifer	121668	.00	375.00	375.00
5135 Colley, Kathleen	121669	.00	79.10	79.10
4650 Cunningham, Kimbrely Ann	121670	.00	1,271.54	1,271.54
4825 Diedrichsen, John	121671	.00	1,508.22	1,508.22
4856 Grimes, Tanya Jean	121672	.00	1,761.70	1,761.70
3341 Gurule, Patricia A	121673	.00	2,173.14	2,173.14
4424 Kozerski, Russell Roman	121674	.00	1,923.05	1,923.05
6088 Losey, Hayden Brooke	121675	.00	1,129.59	1,129.59
5115 Nkala, Bethwell	121676	.00	1,973.74	1,973.74
4931 Perez, Irma	121677	.00	1,695.05	1,695.05
4681 Peterson, Richard	121678	.00	2,062.16	2,062.16
1676 Reid, Amanda	121679	.00	2,703.14	2,703.14
5492 Sickler, Andrew E	121680	.00	1,204.13	1,204.13
3369 Skaggs, Linda Joyce	121681	.00	4,784.40	4,784.40
5108 Spotts, Susan Ruth	121682	.00	1,748.73	1,748.73
6037 Stulik, Steven Charles	121683	.00	1,033.92	1,033.92
4933 Thomas, Diana R	121684	.00	2,001.47	2,001.47
5381 Walker, Michael John	121685	.00	2,042.53	2,042.53
5287 Wilkinson, Victoria Laverne	121686	.00	1,532.90	1,532.90
5896 Al Hebshi, Yasmeen Lea Traxler	121687	.00	2,539.53	2,539.53
5720 Bells, Vanna	121688	.00	2,392.56	2,392.56
3271 Davis, Luise	121689	.00	2,933.01	2,933.01
5813 DeGhelder, Timothy	121690	.00	4,416.65	4,416.65
5663 Gonzalez, Irene Danielle	121691	.00	1,827.29	1,827.29
5060 Hallam, Veronica Lyn	121692	.00	2,679.58	2,679.58
5712 Holle, Jessica Marie	121693	.00	507.40	507.40
6003 Kaleel, Theodore Dean	121694	.00	2,059.63	2,059.63
5972 Magnante, Willow Nicole	121695	.00	1,571.61	1,571.61
5634 McAfee, Corona Shea	121696	.00	318.73	318.73
6027 Saldana, Angela	121697	.00	219.53	219.53
5714 Sanders, Benjamin Thomas	121698	.00	1,760.92	1,760.92
5273 Soleta, Rachel Velda	121699	.00	1,849.72	1,849.72
5464 Treinen, Laura Suzanne	121700	.00	2,985.31	2,985.31
5132 Weber, Kathleen Alexandra	121701	.00	1,709.02	1,709.02
5448 Williams, Kaleigh Maureen	121702	.00	1,710.39	1,710.39
5171 Wilson, Laurence Edward	121703	.00	2,560.92	2,560.92
6026 York, Ashleigh Elizabeth	121704	.00	323.51	323.51
5140 Canales, Jonathan	121705	.00	2,370.68	2,370.68
5667 Harding, Scott R	121706	.00	1,868.11	1,868.11
4063 Harrison, Jerry	121707	.00	2,561.29	2,561.29
5067 Heldman, John Robert	121708	.00	2,910.00	2,910.00
5053 Kannan, Christopher William	121709	.00	2,364.75	2,364.75
6000 Pegram, Harvey Gilbert	121710	.00	1,510.97	1,510.97
5627 Polkow, Brian	121711	.00	2,556.24	2,556.24
5973 Poppenga II, Dean Edward	121712	.00	1,599.25	1,599.25
4453 Regalado, Jorge	121713	.00	2,178.89	2,178.89
4103 Stanton, Ryan Lee	121714	.00	3,005.74	3,005.74
4502 Vazquez, Miguel	121715	.00	2,255.92	2,255.92
6142 Detwiler, Marc Jacob	121716	.00	1,426.05	1,426.05
5066 Everett, Dennis Edward	121717	.00	1,282.58	1,282.58
6091 Mantel, Larry David	121718	.00	1,144.78	1,144.78
5665 Adie, Brook	121719	.00	4,451.20	4,451.20
6017 Bishop, Brant Gregory	121720	.00	2,419.96	2,419.96
5092 Bonar, Geoffrey	121721	.00	2,982.35	2,982.35
4722 Doerr, Scott	121722	.00	2,423.13	2,423.13
4651 Drees-Wasmer, Georgianna	121723	.00	2,557.08	2,557.08

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5114 Hubbard, Dennis D.	121724	.00	2,391.38	2,391.38
4935 Logan, Cody Matthew	121725	.00	2,005.07	2,005.07
5482 Ogles, Clayton	121726	.00	1,047.17	1,047.17
5314 Barrie, Marcia	121727	.00	378.95	378.95
6090 Christopher, Corinne Marie	121728	.00	228.76	228.76
4468 Garrison, Karen L	121729	.00	1,243.07	1,243.07
4468 Garrison, Karen L	121730	.00	100.00	100.00
5899 Goin Thomas, Trumona	121731	.00	353.90	353.90
5816 Johnson, Hannah Mabel	121732	.00	594.81	594.81
5936 Kelly, Terri Michelle	121733	.00	1,184.67	1,184.67
6035 Moreno, Adriana Renae	121734	.00	419.15	419.15
6105 Pendola, Victoria Marie	121735	.00	434.80	434.80
6105 Pendola, Victoria Marie	121736	.00	108.70	108.70
5989 Robles, Jasmin Lynn	121737	.00	391.67	391.67
5976 Schuler, Melissa Lynn	121738	.00	1,147.64	1,147.64
5824 Strand, Megan Leigh	121739	.00	673.55	673.55
6024 Torres, Joshua Tyler	121740	.00	237.63	237.63
5603 Vincent, Ashley Marea	121741	.00	676.45	676.45
3244 Ward, Anne Marie	121742	.00	1,752.16	1,752.16
4964 Beberg, Cynthia	121743	.00	1,665.19	1,665.19
5596 Castellanos-Rose, Emma	121744	.00	1,719.74	1,719.74
5613 Cook, Susan	121745	.00	1,450.36	1,450.36
4644 Delallo, Joseph	121746	.00	1,420.54	1,420.54
6107 DiFabio, Michael Joseph	121747	.00	968.54	968.54
5416 Lee, Elisa Diane	121748	.00	1,776.58	1,776.58
6093 Loyola Gonzalez, Bianca Itzel	121749	.00	507.27	507.27
4648 Martineau, Kathryn	121750	.00	399.77	399.77
6104 Olson, Raye	121751	.00	800.54	800.54
4636 Pekar, Elliot	121752	.00	1,752.44	1,752.44
5672 Romero-Gudino, Kevin	121753	.00	1,374.44	1,374.44
4337 Summers, Kay Annette	121754	.00	2,035.99	2,035.99
6076 Swanson, Charles Alan	121755	.00	786.73	786.73
6092 Toro, Karla Simone	121756	.00	772.20	772.20
5469 Bring, Glen	121757	.00	1,902.36	1,902.36
5713 Lonnegren, Nicholas Edward	121758	.00	2,310.92	2,310.92
5915 Lowry, Karen	121759	.00	1,275.76	1,275.76
5850 McGee, Lisa	121760	.00	1,336.89	1,336.89
5606 Perez, Christina	121761	.00	1,324.76	1,324.76
4960 Robertson, Staci	121762	.00	1,297.91	1,297.91
5312 Thomas, Anna Pauline	121763	.00	1,447.54	1,447.54
3309 Yaworski, Jessica Leah	121764	.00	1,477.53	1,477.53
5104 Cline, Cole	121765	.00	2,010.05	2,010.05
5918 Harrison, Russell	121766	.00	1,228.58	1,228.58
5687 Martin, Joshua Roy	121767	.00	3,412.25	3,412.25
5260 Murray, Timothy	121768	.00	1,465.31	1,465.31
5588 ODonnell, Sandra	121769	.00	1,531.12	1,531.12
5709 Paterson-Lewis, Heather	121770	.00	837.50	837.50
5942 Ravenelle, Sarah Rose	121771	.00	1,296.91	1,296.91
5631 Unruh, Laura Anne	121772	.00	1,759.37	1,759.37
5688 Woods, Lisa Mary	121773	.00	1,082.11	1,082.11
6098 Wright, Colleen Lorraine	121774	.00	1,500.41	1,500.41
5847 Hay, Katie Lynn	121775	.00	1,928.21	1,928.21
5362 Lyons, Bradley Allen	121776	.00	1,624.17	1,624.17
5985 Parra, Rafael Jessee	121777	.00	1,770.86	1,770.86
5356 Samansky, Jason Travis	121778	.00	2,512.49	2,512.49
4863 Walker, Courtney Lynn	121779	.00	3,148.79	3,148.79
5626 Werley, Cody Steven	121780	.00	1,826.96	1,826.96
4326 Begovich, Jeff	121781	.00	3,231.60	3,231.60
5355 Calora, Marilyn	121782	.00	1,299.21	1,299.21

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5292 Fisher, Christopher	121783	.00	1,861.23	1,861.23
5830 Godecke, Andrew Robert	121784	.00	1,622.72	1,622.72
5059 Norkunas, Daniel	121785	.00	1,763.93	1,763.93
5332 Pendery, Austin Richard	121786	.00	1,768.86	1,768.86
5054 Smith, Rebecca Holly	121787	.00	2,455.48	2,455.48
6043 Aguilar, Carlos Joseph	121788	.00	371.87	371.87
4754 Brown, Alex	121789	.00	2,532.26	2,532.26
5017 Brown, Michelle	121790	.00	2,631.24	2,631.24
5016 Cady, Jeffrey	121791	.00	3,412.05	3,412.05
5320 Camara, Robert	121792	.00	440.86	440.86
4949 Cruz-Alvarez, Saul	121793	.00	1,857.43	1,857.43
5616 Daniels, Anthony	121794	.00	1,816.17	1,816.17
4864 Frisby, John D	121795	.00	5,055.66	5,055.66
6044 Glassburn, Christopher Mickeal	121796	.00	2,634.15	2,634.15
4364 Hamer, Rachel Lea	121797	.00	2,372.23	2,372.23
4445 Kistler, Daniel John	121798	.00	2,233.61	2,233.61
4191 Martin, Jody	121799	.00	2,175.69	2,175.69
6040 McAdoo, Kevin Thomas	121800	.00	2,566.30	2,566.30
5859 Melandow, Meggan Elizabeth	121801	.00	1,477.54	1,477.54
4800 Parke, Jason	121802	.00	3,403.02	3,403.02
6041 Roberts, Drew Edwin	121803	.00	1,784.03	1,784.03
4577 Schurke, Marcie Linn	121804	.00	2,655.18	2,655.18
4872 Sitterley, Freddy	121805	.00	1,911.41	1,911.41
4910 Warne, Brian John	121806	.00	92.84	92.84
6049 Whalen, Danielle Maria	121807	.00	1,603.91	1,603.91
3275 Garren, Ed M	121808	.00	1,320.21	1,320.21
6095 Kamin, Micah A.	121809	.00	1,287.43	1,287.43
4637 Lacost, Geoffrey Alan	121810	.00	3,684.92	3,684.92
4286 Lochridge, Paula Marie	121811	.00	643.43	643.43
3164 Louthan, Carol Ann	121812	.00	3,417.12	3,417.12
5620 Matus, Eric	121813	.00	2,683.16	2,683.16
5806 McRae, Kurt	121814	.00	1,916.24	1,916.24
5839 Mlnarik, Wayne	121815	.00	1,986.33	1,986.33
4021 Nicholson, Marie	121816	.00	2,100.13	2,100.13
4508 Nilssen, Erik	121817	.00	4,428.50	4,428.50
6096 Shaw, Justin Leroy	121818	.00	1,758.61	1,758.61
6097 Wilders, Shawn R	121819	.00	1,181.75	1,181.75
5909 Cook, Mark	121820	.00	2,293.35	2,293.35
5970 Eissel, Aron Alec	121821	.00	1,920.60	1,920.60
6143 Simpson, William E	121822	.00	1,131.48	1,131.48
5908 Wittler, Brent James	121823	.00	1,501.82	1,501.82
6025 Zepeda, Luis Gonsalez	121824	.00	1,786.49	1,786.49
6144 Bowlin, Katie Ann	121825	.00	711.14	711.14
5276 Brunz, Emily	121826	.00	2,340.39	2,340.39
4357 Roberts, Monique	121827	.00	783.01	783.01
4130 Davidson, Jenifer	750956	2,537.54	.00	2,537.54
3108 Burnside, Craig	750957	856.61	.00	856.61
5746 Valdes, Elizabeth	750958	94.62	.00	94.62
4808 Kyeremeh, Ignatius Kofi	750959	3,000.29	.00	3,000.29
5931 Tovar, Jessica	750960	1,456.54	.00	1,456.54
3569 Budden, Sherman	750961	2,288.94	.00	2,288.94
5018 Sousa, Ricci Gordon	750962	674.76	.00	674.76
5977 Smith, Debbie Anne	750963	680.36	.00	680.36
6042 Dempsey, Ender Jack	750964	469.43	.00	469.43
5960 Rivera, Peter Lara	750965	269.98	.00	269.98
4043 Tucker, Yolanda Cecelia	750966	803.27	.00	803.27
5827 Bell, Shelby	750967	171.99	.00	171.99

Payment Batch Register

Pay Date Range 06/08/24 - 06/21/24
Pay Batch 06/28/24

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5352 Albert, Steven	750968	1,194.93	.00	1,194.93
	Grand Totals	$14,499.26	$1,463,669.02	$1,478,168.28
	Total Checks 13			
	Total Direct Deposits 635			

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the Douglas County Treasurer's Monthly Statement for May 2024 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans)

RECOMMENDED MOTION:
Accept the Douglas County Treasurer's Monthly Statement for May 2024, as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Attached is the May 2024 Monthly Statement of the County Treasurer per NRS 354.280(2)

NRS 354.280 Contents of monthly statement of county treasurer. The county treasurer shall:

1. Keep a complete record of the source and amount of all receipts, apportionments to, payments from, and balances in all funds; and

2. Submit to the board of county commissioners each month at any regular or special meeting a statement containing the information required in subsection 1 for the previous month, giving the balance in each county, state and special fund, together with a statement of all money on deposit, outstanding checks against that money and cash on hand.

ATTACHMENTS:
May 2024.pdf

DOUGLAS COUNTY TREASURER'S REPORT
Amy Burgans, Clerk-Treasurer
For the Month Ending May 31, 2024

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY
MINDEN, NEVADA

RE: NRS 354.280

Honorable Commissioners:

I hereby submit this summary record of all receipts, apportionments to, payments from and balances in all funds and separate accounts as required by the referenced statute. Detail information for these funds is available in my office, or in the Finance Department.

CASH ON DEPOSIT:	$ 16,816,192.41
INVESTMENT WITH BANK OF NEW YORK MELLON (BNYM):	$ 115,695,783.41
INVESTMENT WITH LOCAL GOVERNMENT INVESTMENT POOL (LGIP):	$ 37,586,155.91
OUTSTANDING CHECKS:	$ (1,760,794.09)
*TIMING DIFFERENCES:	$ (158,297.35)
GENERAL LEDGER CASH BALANCE:	$ 168,179,040.29
REVENUE RECEIPTED FOR THE MONTH:	
UNAPPORTIONED FUNDS: (Includes both secured and unsecured taxes)	$ -

	Receipts & Apportionments	Payments	Change in Cash May 2024
DOUGLAS COUNTY:	10,267,142.10	(14,022,791.64)	(3,755,649.54)
REDEVELOPMENT AGENCY:	9,431.93	-	9,431.93
TOWN OF GARDNERVILLE:	149,775.67	(225,795.97)	(76,020.30)
TOWN OF GENOA:	32,917.96	(27,737.89)	5,180.07
TOWN OF MINDEN:	417,816.00	(878,370.68)	(460,554.68)
OTHER AGENCIES:	817,538.99	(808,681.30)	8,857.69
Totals:	11,694,622.65	(15,963,377.48)	(4,268,754.83)

*NOTE: Timing differences on the last day of the month are comprised of cash deposits in transit, credit card transactions not yet settled in bank and/or posted to the general ledger, and direct deposits such as receipts from the State of Nevada for grants and taxes that have not been receipted until the next work day.

Amy Burgans Digitally signed by Amy Burgans
Date: 2024.06.14 07:18:19 -07'00'

AMY BURGANS, CLERK-TREASURER

Douglas County

Treasurer Report - May 2024

From Date: 5/1/2024 - To Date: 5/31/2024

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
101	General Fund	101	General Fund	$23,723,312.82	$3,282,153.10	$5,365,411.12	$21,640,054.80
201	Stabilization Fund	201	Stabilization Fund	$789,991.68	$2,760.04	$0.00	$792,751.72
202	Nv Cooperative Extension	202	Nv Cooperative Extension	$860,763.79	$4,062.00	$30,490.13	$834,335.66
204	Airport	204	Airport	$0.00	$0.00	$0.00	$0.00
208	Cash Trust	208	Cash Trust	$376,224.18	$4,663.90	$166,629.96	$214,258.12
210	Douglas County Water Dist	210	Douglas County Water Dist	$0.00	$0.00	$0.00	$0.00
211	Solid Waste Mgmt.	211	Solid Waste Mgmt.	$2,802,703.75	$91,550.35	$29,056.62	$2,865,197.48
212	Landscape Maintenance Districts	212	Landscape Maintenance Districts	$14,166.52	$49.73	$0.00	$14,216.25
214	St Mv Accident Indigent	214	St Mv Accident Indigent	$0.00	$0.00	$0.00	$0.00
215	Assistance To Indigents	215	Assistance To Indigents	$2,228,633.59	$12,100.56	$0.00	$2,240,734.15
216	Social Services	216	Social Services	$2,535,499.82	$43,011.36	$223,856.33	$2,354,654.85
217	One Nevada (Opioid Settlement)	217	One Nevada (Opioid Settlement)	$839,630.47	$0.00	$11,438.49	$828,191.98
218	ARPA	218	ARPA	$6,432,555.42	$0.00	$19,611.00	$6,412,944.42
219	CARES Act	219	CARES Act	$0.00	$0.00	$0.00	$0.00
220	PALS Sales Tax Fund	220	PALS Sales Tax Fund	$0.00	$226,764.73	$0.00	$226,764.73
222	Law Library	222	Law Library	$52,835.11	$2,003.86	$731.03	$54,107.94
224	Library	224	Library	$1,126,442.14	$7,801.90	$177,704.31	$956,539.73
232	Road Operating	232	Road Operating	$2,706,588.44	$191,309.56	$328,576.82	$2,569,321.18
234	Room Tax	234	Room Tax	$9,419,475.06	$1,712,641.82	$1,829,328.20	$9,302,788.68
235	Library Gift Fund	235	Library Gift Fund	$114,212.16	$1,074.91	$2,088.23	$113,198.84
236	Tahoe-Douglas Trans.Dist.	236	Tahoe-Douglas Trans.Dist.	$4,456,879.90	$15,466.47	$12,118.02	$4,460,228.35
240	Justice Ct. Admin. Assess	240	Justice Ct. Admin. Assess	$1,233,630.94	$24,521.24	$0.00	$1,258,152.18
242	China Spring Youth Camp	242	China Spring Youth Camp	$595,357.06	$893,365.50	$746,009.02	$742,713.54
244	Western NV Regional Youth	244	Western NV Regional Youth	$0.00	$0.00	$0.00	$0.00
245	Stormwater Management	245	Stormwater Management	$1,278,772.53	$6,860.70	$245,877.82	$1,039,755.41
246	Flood Litigation Settlement Fund	246	Flood Litigation Settlement Fund	$121,253.52	$0.00	$0.00	$121,253.52

Douglas County

Treasurer Report - May 2024

From Date: 5/1/2024 - To Date: 5/31/2024

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
255	911 Emergency Services	255	911 Emergency Services	$3,093,659.99	$18,412.20	$194,325.50	$2,917,746.69
256	911 Surcharge	256	911 Surcharge	$690,081.05	$54,645.88	$86,377.60	$658,349.33
260	Senior Services Program	260	Senior Services Program	$2,041,037.50	$180,225.33	$289,700.67	$1,931,562.16
309	Risk Management	309	Risk Management	$8,879,652.76	$204,844.93	$124,637.15	$8,959,860.54
310	Self Ins.Dental Insurance	310	Self Ins.Dental Insurance	$789,968.85	$25,871.19	$39,179.36	$776,660.68
313	Motor Pool/Vehicle Maint	313	Motor Pool/Vehicle Maint	$1,397,204.02	$18,020.75	$305,285.04	$1,109,939.73
314	Water Utility	314	Water Utility	$0.00	$0.00	$0.00	$0.00
315	Ridgeview Water System	315	Ridgeview Water System	$0.00	$0.00	$0.00	$0.00
316	Zephyr Water Utility Dist	316	Zephyr Water Utility Dist	$0.00	$0.00	$0.00	$0.00
317	West Valley Water System	317	West Valley Water System	$0.00	$0.00	$0.00	$0.00
318	East Valley Water System	318	East Valley Water System	$0.00	$0.00	$0.00	$0.00
319	Cave Rock/Uppaway Wtr.Sys	319	Cave Rock/Uppaway Wtr.Sys	$0.00	$0.00	$0.00	$0.00
320	Skyland Water System	320	Skyland Water System	$0.00	$0.00	$0.00	$0.00
321	Foothill Water Utility	321	Foothill Water Utility	$0.00	$0.00	$0.00	$0.00
322	Sheridan Acres Water Utility	322	Sheridan Acres Water Utility	$0.00	$0.00	$0.00	$0.00
324	Regional Water Fund	324	Regional Water Fund	$2,003,521.90	$45,888.26	$82,447.01	$1,966,963.15
325	Sewer Utility	325	Sewer Utility	$8,607,673.34	$425,409.20	$246,930.47	$8,786,152.07
326	Carson Valley Water Utility	326	Carson Valley Water Utility	$0.00	$0.00	$0.00	$0.00
327	Lake Tahoe Water Utility	327	Lake Tahoe Water Utility	$0.00	$0.00	$0.00	$0.00
328	Douglas County Water Utility	328	Douglas County Water Utility	$20,549,188.43	$759,209.36	$674,089.67	$20,634,308.12
340	Water-Debt Service	340	Water-Debt Service	$0.00	$0.00	$0.00	$0.00
341	Sewer-Debt Service	341	Sewer-Debt Service	$0.00	$0.00	$0.00	$0.00
350	W.Valley 2010 Bond(317)	350	W.Valley 2010 Bond(317)	$0.00	$0.00	$0.00	$0.00
351	E.Valley 2010 Bond(318)	351	E.Valley 2010 Bond(318)	$0.00	$0.00	$0.00	$0.00
360	Airport Enterprise Fund	360	Airport Enterprise Fund	$2,003,181.88	$105,403.02	$296,102.24	$1,812,482.66
401	Extraordinary Maintenance	401	Extraordinary Maintenance	$3,667,644.77	$12,816.37	$98,168.82	$3,582,292.32

Treasurer Report - May 2024

From Date: 5/1/2024 - To Date: 5/31/2024

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
405	Ad Val Capital Projects	405	Ad Val Capital Projects	$1,431,352.02	$8,921.53	$330,417.41	$1,109,856.14
410	County Construction	410	County Construction	$6,819,035.12	$23,977.76	$16,192.25	$6,826,820.63
420	Park Resident.Const.Tax	420	Park Resident.Const.Tax	$1,034,120.12	$44,689.40	$100,205.40	$978,604.12
430	Regional Transportation	430	Regional Transportation	$17,597,137.29	$338,033.83	$35,708.30	$17,899,462.82
440	Capital Projects-Debt Financed	440	Capital Projects-Debt Financed	$0.00	$0.00	$0.00	$0.00
540	County Debt Service	540	County Debt Service	$0.00	$0.00	$0.00	$0.00
541	Co Debt/Other Resources	541	Co Debt/Other Resources	$1,388,641.08	$1,317.85	$176,081.25	$1,213,877.68
600	Dc Redevelopment Area 2-Admin.	600	Dc Redevelopment Area 2-Admin.	$35,546.77	$131.53	$0.00	$35,678.30
601	Dc Redevl. Area 2-Cap. Projects	601	Dc Redevl. Area 2-Cap. Projects	$26,782.11	$93.57	$0.00	$26,875.68
602	Dc Redevel. Area 2-Debt Service	602	Dc Redevel. Area 2-Debt Service	$0.00	$0.00	$0.00	$0.00
605	Dc Redevelopment-Admin.	605	Dc Redevelopment-Admin.	$0.00	$0.00	$0.00	$0.00
606	Dc Redevel.-Cap.Projects	606	Dc Redevel.-Cap.Projects	$2,635,217.97	$9,206.83	$0.00	$2,644,424.80
607	Dc Redevel.-Debt Service	607	Dc Redevel.-Debt Service	$0.00	$0.00	$0.00	$0.00
610	Gardnerville Town	610	Gardnerville Town	$1,509,428.25	$47,747.52	$116,504.52	$1,440,671.25
611	Gardnerville Health & San	611	Gardnerville Health & San	$937,766.33	$101,470.73	$109,291.45	$929,945.61
613	Gardnerville Debt	613	Gardnerville Debt	$0.00	$0.00	$0.00	$0.00
614	Gardnerville Ad Val Cap Proj	614	Gardnerville Ad Val Cap Proj	$176,802.14	$557.42	$0.00	$177,359.56
620	Genoa Town	620	Genoa Town	$523,463.05	$32,625.54	$27,737.89	$528,350.70
622	Genoa Ad Val Cap Projects	622	Genoa Ad Val Cap Projects	$69,578.96	$240.50	$0.00	$69,819.46
624	Genoa Construction Res	624	Genoa Construction Res	$14,858.73	$51.92	$0.00	$14,910.65
630	Minden Town	630	Minden Town	$707,100.64	$58,067.47	$145,071.95	$620,096.16
631	Minden Ad Val Cap Project	631	Minden Ad Val Cap Project	$113,311.75	$329.12	$0.00	$113,640.87
635	Minden Trash	635	Minden Trash	$646,940.24	$61,372.52	$69,577.58	$638,735.18
636	Minden Cap.Equip./Constr.	636	Minden Cap.Equip./Constr.	$3,229,780.00	$11,300.53	$479,458.58	$2,761,621.95
639	Minden Wholesale Water Utility	639	Minden Wholesale Water Utility	$6,164,206.07	$107,289.40	$103,440.67	$6,168,054.80
640	Minden Town Water	640	Minden Town Water	$9,133,776.63	$179,456.96	$80,821.90	$9,232,411.69

Treasurer Report - May 2024

From Date: 5/1/2024 - To Date: 5/31/2024

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
650	Effpd	650	Effpd	$0.00	$0.00	$0.00	$0.00
651	Effpd Emergency Fund	651	Effpd Emergency Fund	$0.00	$0.00	$0.00	$0.00
652	Effpd Equipment Reserve	652	Effpd Equipment Reserve	$0.00	$0.00	$0.00	$0.00
653	Paramedic District	653	Paramedic District	$0.00	$0.00	$0.00	$0.00
654	Effpd Construction Res	654	Effpd Construction Res	$0.00	$0.00	$0.00	$0.00
655	MOSQUITO DISTRICT	655	MOSQUITO DISTRICT	$0.00	$0.00	$0.00	$0.00
656	PARAMEDIC CONSTRUCTION	656	PARAMEDIC CONSTRUCTION	$0.00	$0.00	$0.00	$0.00
657	East Fork Debt Service	657	East Fork Debt Service	$0.00	$0.00	$0.00	$0.00
710	School District	710	School District	$378,622.37	$127,334.55	$384,958.37	$120,998.55
720	School Dist. Debt	720	School Dist. Debt	$38,467.82	$7,434.48	$38,467.82	$7,434.48
804	Carson Water Sub	804	Carson Water Sub	$7,183.05	$1,835.97	$7,183.05	$1,835.97
806	Cave Rock	806	Cave Rock	$695.11	$0.00	$695.11	$0.00
808	Dcsid M&O	808	Dcsid M&O	$0.00	$0.00	$0.00	$0.00
809	EFFPD	809	EFFPD	$97,951.39	$26,628.65	$97,951.39	$26,628.65
810	Elk Point Sanitation	810	Elk Point Sanitation	$17.07	$0.00	$17.07	$0.00
811	Gardnerville Main Street	811	Gardnerville Main Street	$0.00	$0.00	$0.00	$0.00
812	Gardnerville Rancho Gid	812	Gardnerville Rancho Gid	$10,175.90	$3,086.36	$10,175.90	$3,086.36
813	Genoa Lakes District	813	Genoa Lakes District	$249,617.66	$250.84	$0.00	$249,868.50
814	Indian Hill	814	Indian Hill	$13,563.42	$249.89	$13,563.42	$249.89
815	G'ville Mainstreet Rev.Ln	815	G'ville Mainstreet Rev.Ln	$0.00	$0.00	$0.00	$0.00
818	Kingsbury Gid	818	Kingsbury Gid	$16,171.61	$5,900.64	$16,171.61	$5,900.64
822	Lakeridge	822	Lakeridge	$1,307.62	$0.00	$1,307.62	$0.00
823	Legal Services	823	Legal Services	($1.16)	$2,816.92	$0.00	$2,815.76
824	Logan Creek	824	Logan Creek	$85.98	$0.00	$85.98	$0.00
826	Mgsd	826	Mgsd	$4,243.59	$491.00	$4,243.59	$491.00
829	NV Tahoe Conserv.Dist.	829	NV Tahoe Conserv.Dist.	$0.00	$0.00	$0.00	$0.00

Treasurer Report - May 2024

From Date: 5/1/2024 - To Date: 5/31/2024

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
830	Oliver Park	830	Oliver Park	$3,482.60	$0.00	$3,482.60	$0.00
832	Round Hill GID	832	Round Hill GID	$6,585.08	$0.00	$6,585.08	$0.00
834	Sierra Estates	834	Sierra Estates	$100.50	$100.50	$100.50	$100.50
836	Skyland	836	Skyland	$812.74	$26.42	$812.74	$26.42
838	Tahoe Douglas Sanitation	838	Tahoe Douglas Sanitation	$2,214.64	$169.12	$2,214.64	$169.12
839	Tahoe Douglas Fire	839	Tahoe Douglas Fire	$85,090.42	$10,934.46	$85,090.42	$10,934.46
840	Topaz Estates	840	Topaz Estates	$6,933.13	$807.95	$6,933.13	$807.95
842	Zephyr Cove	842	Zephyr Cove	$111.83	$0.00	$111.83	$0.00
844	Zephyr Heights	844	Zephyr Heights	$975.91	$4.69	$975.91	$4.69
846	Zephyr Knolls	846	Zephyr Knolls	$217.86	$0.00	$217.86	$0.00
847	Ef Swim Pool Dist Oper	847	Ef Swim Pool Dist Oper	$30,967.07	$7,077.46	$30,967.07	$7,077.46
848	Ef Swim Pool Debt	848	Ef Swim Pool Debt	$0.00	$0.00	$0.00	$0.00
850	Employee Benefit Trust	850	Employee Benefit Trust	$274,878.25	$1,471,000.28	$1,728,984.85	$16,893.68
852	T-D VISITORS AUTHORITY	852	T-D VISITORS AUTHORITY	$0.00	$0.00	$0.00	$0.00
853	Western NV Reg.Youth Fac.	853	Western NV Reg.Youth Fac.	$0.00	$0.00	$0.00	$0.00
855	Inmate Commissary Fund	855	Inmate Commissary Fund	$102,319.17	$3,476.31	$8,783.48	$97,012.00
860	Profit From Tax Sale	860	Profit From Tax Sale	$0.00	$0.00	$0.00	$0.00
865	Unclaimed Monies	865	Unclaimed Monies	$102,810.63	$0.00	$248.07	$102,562.56
868	Library Gift Fund	868	Library Gift Fund	$0.00	$0.00	$0.00	$0.00
885	Mosquito District	885	Mosquito District	$5,531.88	$1,788.38	$5,531.88	$1,788.38
890	State Of Nevada	890	State Of Nevada	$922,303.20	$623,417.63	$90,836.71	$1,454,884.12
892	Department Of Wildlife	892	Department Of Wildlife	$5,553.08	$0.00	$0.00	$5,553.08
894	Range Improvements	894	Range Improvements	$0.00	$0.00	$0.00	$0.00
895	Sierra Forest Fire	895	Sierra Forest Fire	$0.00	$0.00	$0.00	$0.00
896	Refund Of Taxes	896	Refund Of Taxes	$0.00	$0.00	$0.00	$0.00
Grand Total: 129 Funds				$171,995,578.08	$11,694,622.65	$15,963,377.48	$167,726,823.25

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the Douglas County May 2024 Investment Report submitted per Douglas County Code 3.02.040. (Amy Burgans)

RECOMMENDED MOTION:
Accept the May 2024 Douglas County Investment Report submitted by the Douglas County Treasurer, as presented.

FINANCIAL IMPACT:
The 2024 earnings from investments through the end of May total is $475,025.98.

BACKGROUND:
Per Douglas County Code 3.02.040, earnings from investments through the end of May 2024 total $475,025.98. Attached is the Douglas County Investment Report for May 2024.

ATTACHMENTS:
5-2024 Douglas Monthly Report.pdf

MEEDER
PUBLIC FUNDS

Monthly Investment Report

Douglas County

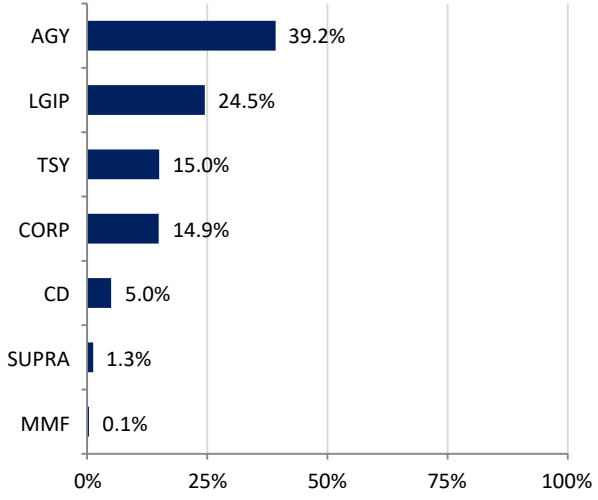
May 2024

10655 Park Run Drive, Suite 120 | Las Vegas, NV 89144 | Phone 702.575.6600 | www.meederpublicfunds.com

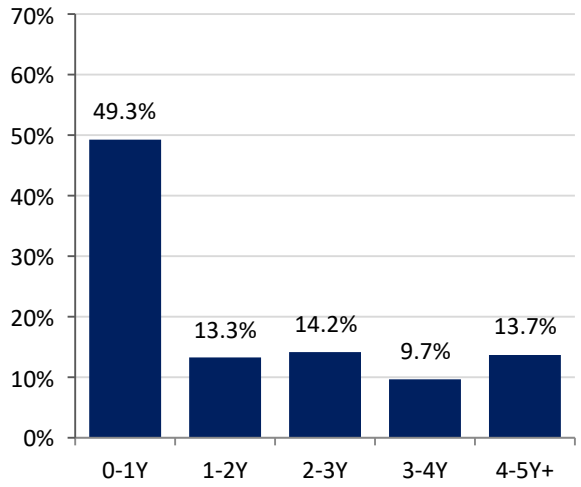
Portfolio Summary

Douglas County **5/31/2024**

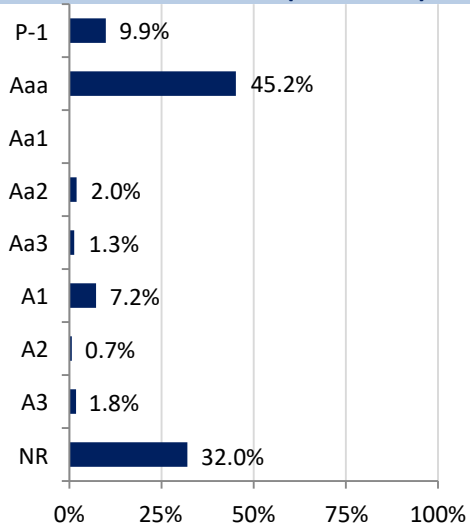
SECTOR ALLOCATION



MATURITY DISTRIBUTION



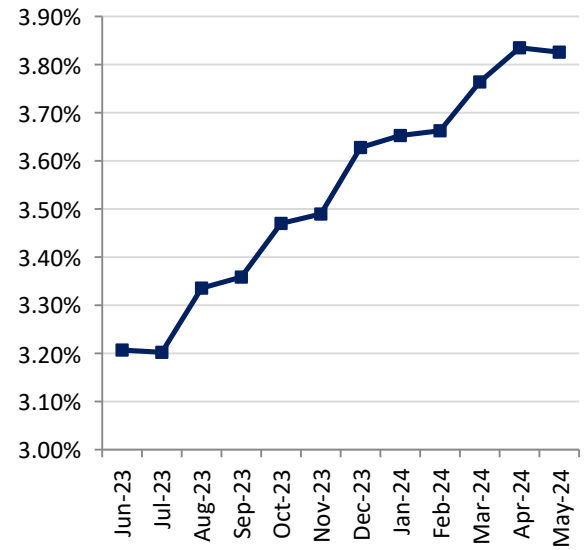
CREDIT QUALITY (MOODY'S)



ACCOUNT SUMMARY

	5/31/24	4/30/24
Market Value	$150,683,261	$149,863,227
Book Value	$153,461,403	$153,119,307
Variance	-$2,778,142	-$3,256,080
Par Value	$154,319,516	$154,074,282
Net Asset Value	$98.19	$97.87
Book Yield	3.83%	3.83%
Market Yield	5.10%	5.22%
Years to Maturity	1.69	1.65
Effective Duration	1.43	1.42

MONTH-END PORTFOLIO BOOK YIELD



TOP ISSUERS

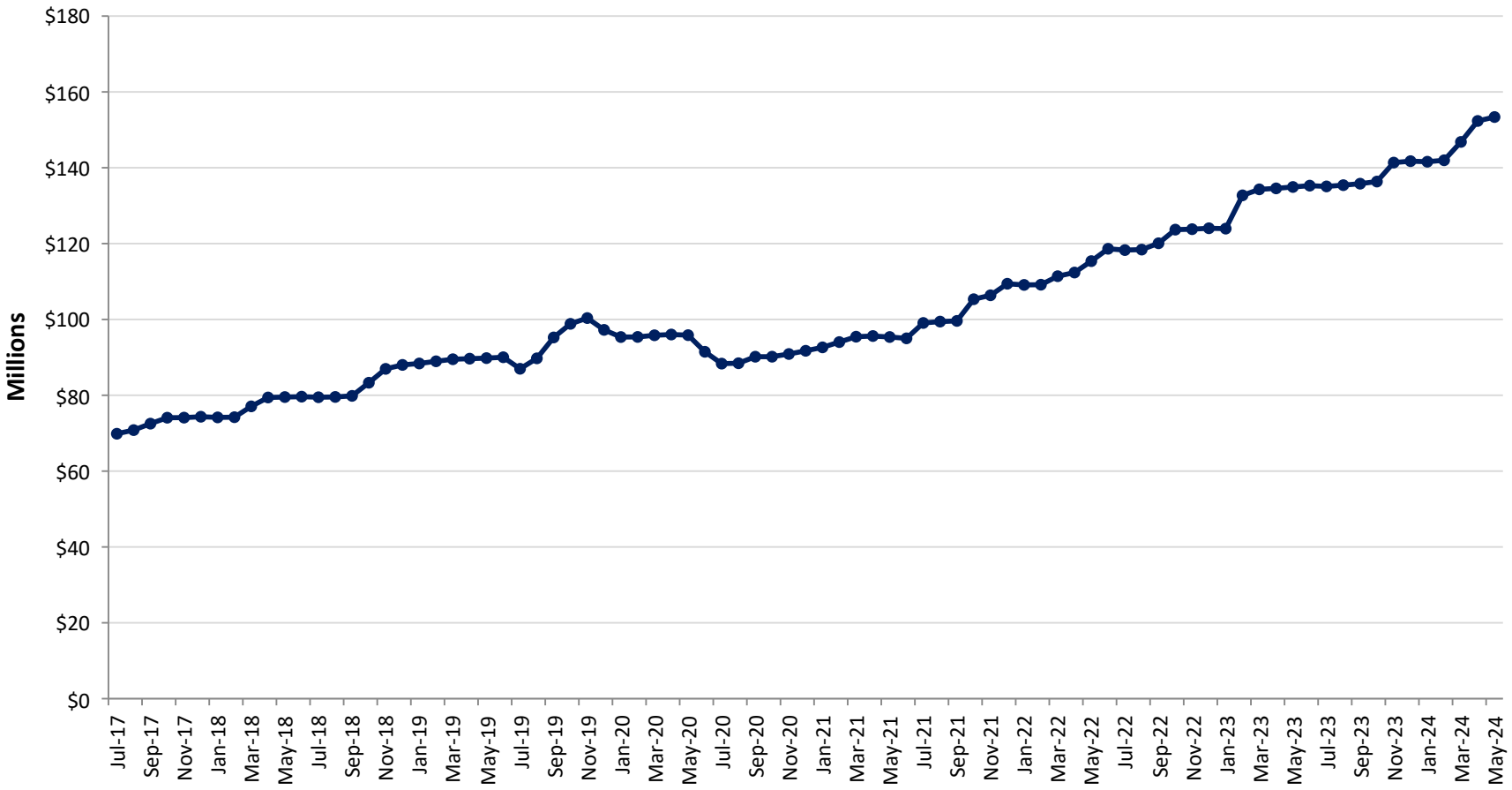
Issuer	% Portfolio
Nevada LGIP	24.5%
FHLB	15.8%
U.S. Treasury	15.0%
FFCB	14.4%
FNMA	3.9%
FHLMC	2.6%
FAMCA	2.5%
John Deere	1.4%
Pacific Life Global Funding II	1.3%
Wells Fargo	1.3%
National Securities Clearing	1.3%
Amazon	1.3%
Toyota	1.3%
Bank of New York Mellon	1.3%
IBRD	1.3%

Investment Policy Compliance

Douglas County **5/31/2024**

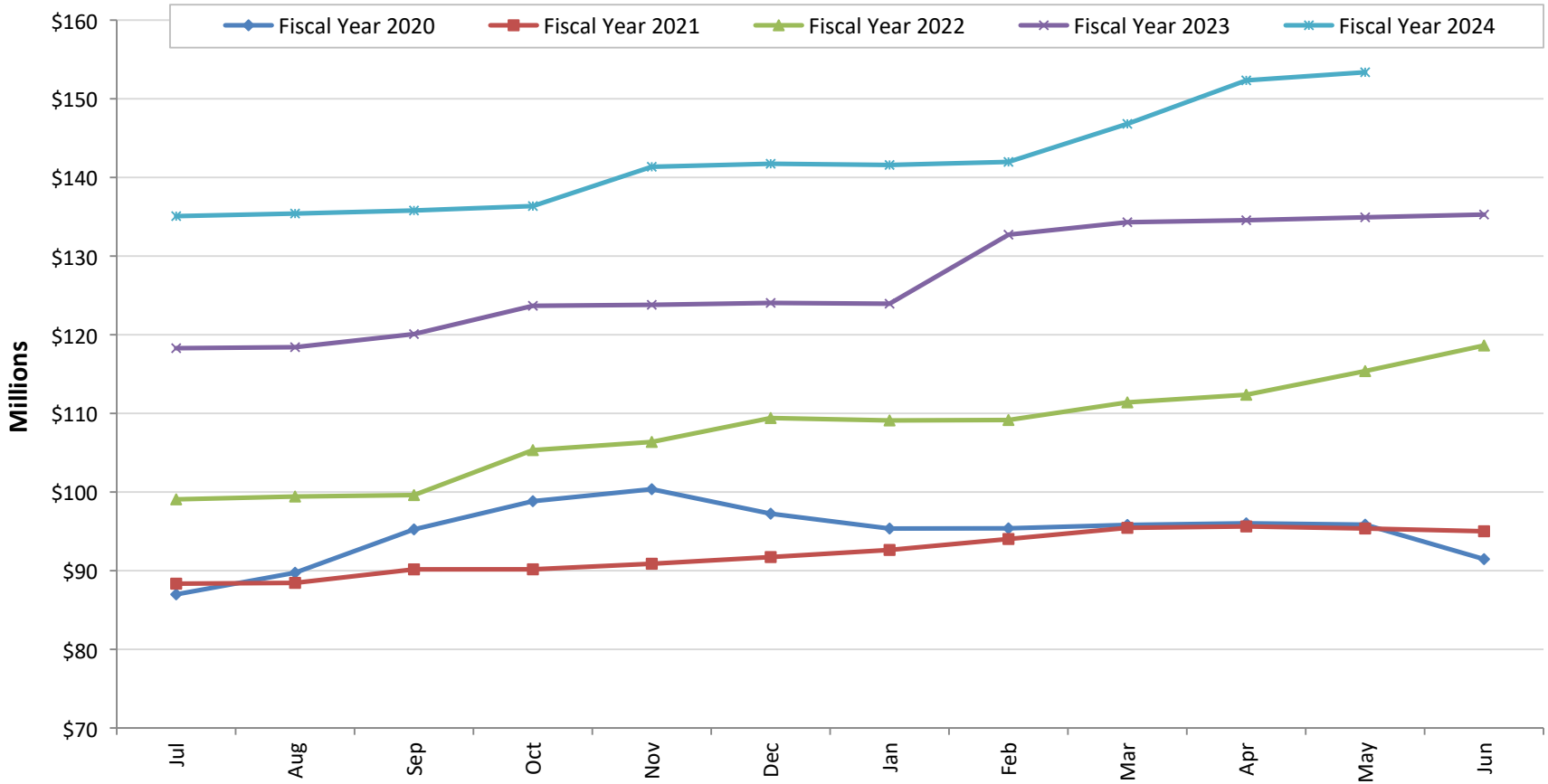
Category	Book Value	% of Portfolio	% Allowed by Policy	In Compliance
US Treasuries	23,016,074.11	15.00%	100%	Yes
US Federal Agencies	60,197,192.89	39.23%	100%	Yes
Supranational Obligations	1,953,592.41	1.27%	15%	Yes
LGIP	37,586,155.91	24.49%	70%	Yes
Commercial Paper	0.00	0.00%	25%	Yes
Money Market Funds	164,360.32	0.11%	45%	Yes
Negotiable Certificates of Deposit	7,681,119.20	5.01%	20%	Yes
Corporate Obligations	22,862,908.41	14.90%	25%	Yes
Asset-Backed Securities	0.00	0.00%	20%	Yes
Collateralized Mortgage Obligations	0.00	0.00%	40%	Yes
State and Local Governments	0.00	0.00%	25%	Yes
Repurchase Agreements	0.00	0.00%	100%	Yes
Total	153,461,403.25	100.00%		

Other Metrics	Portfolio	Metric	In Compliance
Weighted Average Maturity	1.69	Less than 3.0 Years	Yes
Liquidity	100.00%		Yes
Ratings			Yes



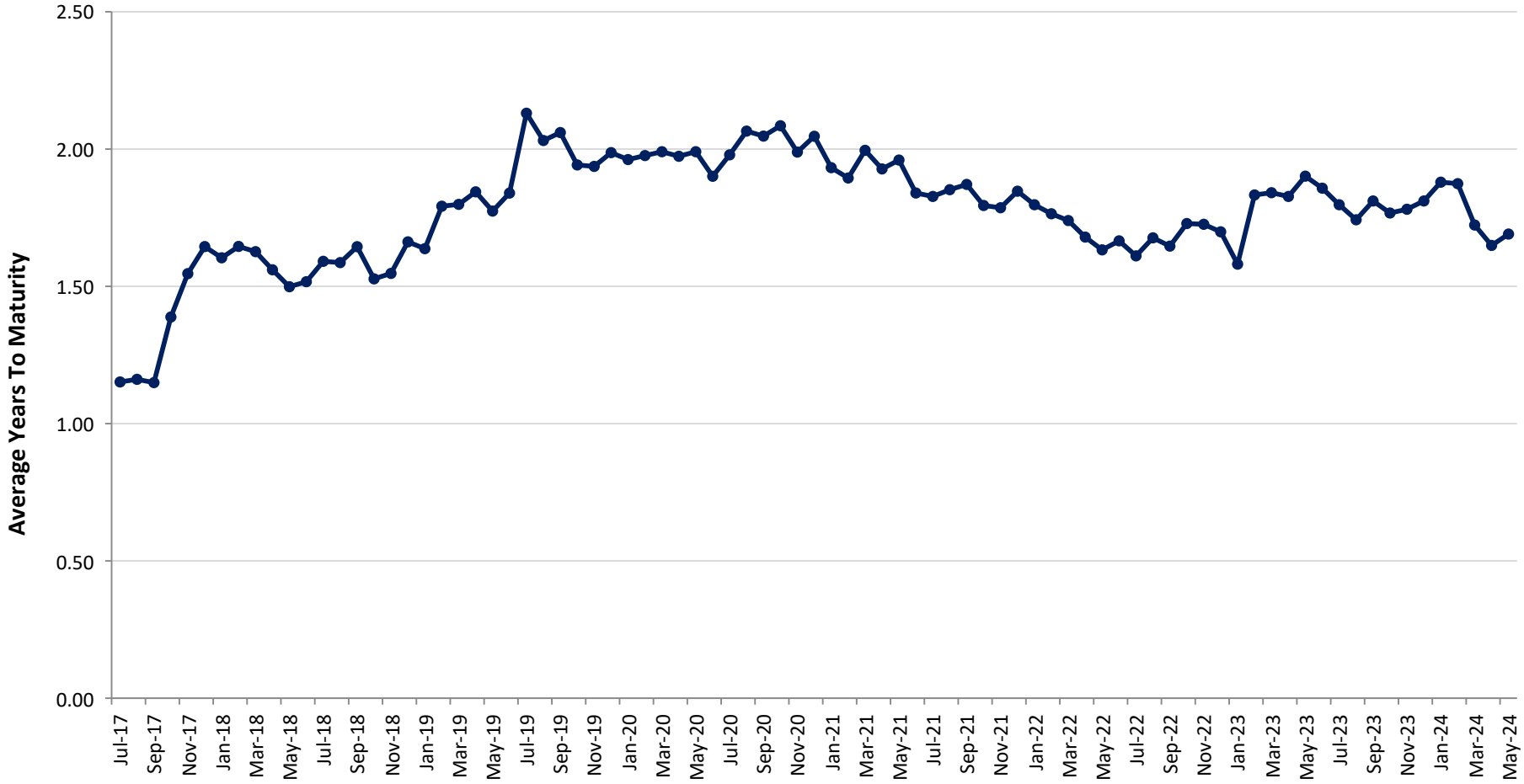
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fiscal Year 2020	$87.0	$89.7	$95.3	$98.8	$100.4	$97.2	$95.4	$95.4	$95.8	$96.0	$95.9	$91.5
Fiscal Year 2021	$88.4	$88.5	$90.2	$90.2	$90.9	$91.7	$92.6	$94.0	$95.4	$95.6	$95.4	$95.0
Fiscal Year 2022	$99.1	$99.4	$99.6	$105.3	$106.4	$109.4	$109.1	$109.2	$111.4	$112.4	$115.4	$118.6
Fiscal Year 2023	$118.3	$118.4	$120.1	$123.7	$123.8	$124.0	$123.9	$132.7	$134.3	$134.6	$134.9	$135.3
Fiscal Year 2024	$135.1	$135.4	$135.8	$136.4	$141.4	$141.7	$141.6	$142.0	$146.8	$152.3	$153.4	

Average Daily Balance

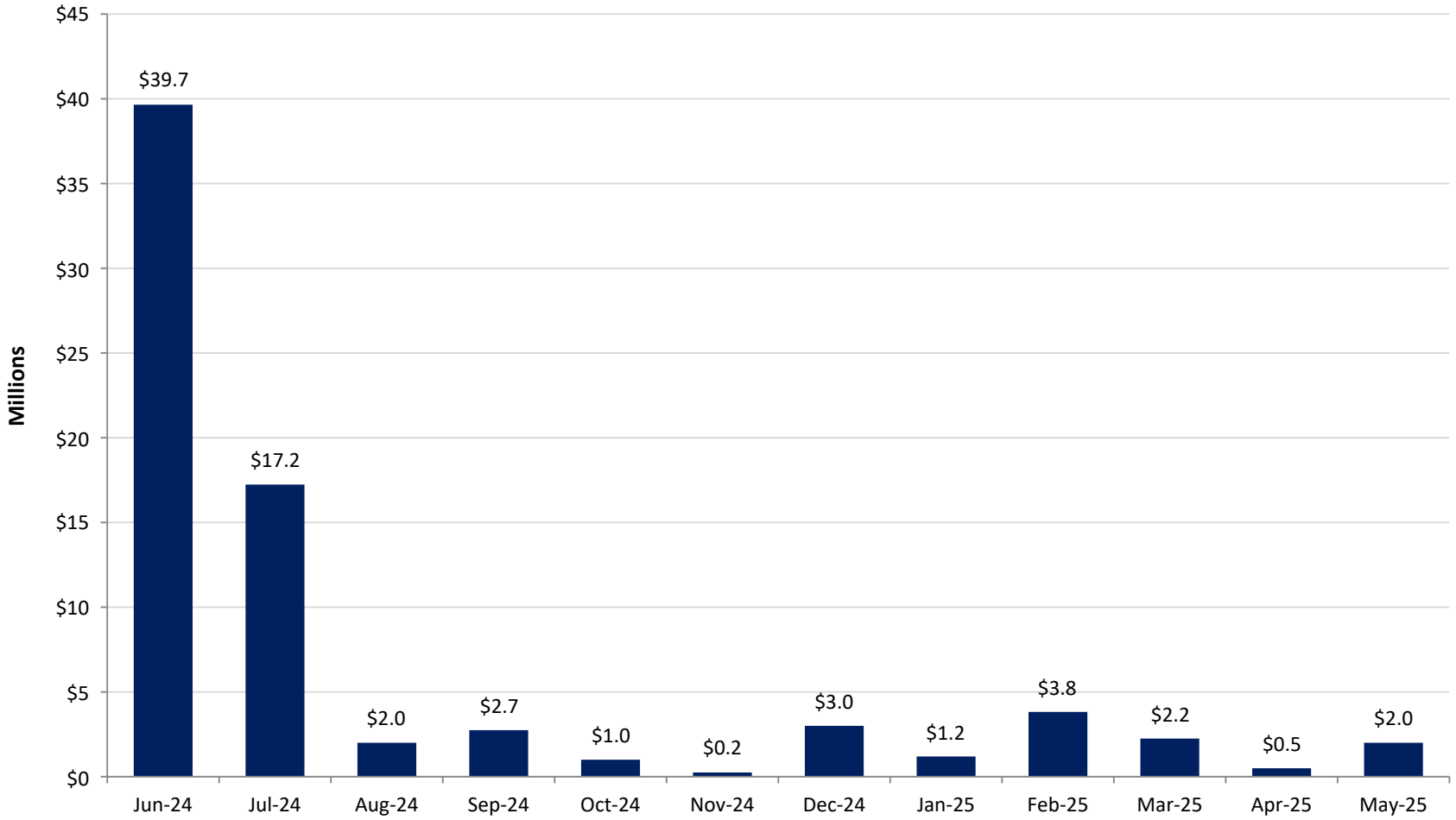


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fiscal Year 2020	$87.0	$89.7	$95.3	$98.8	$100.4	$97.2	$95.4	$95.4	$95.8	$96.0	$95.9	$91.5
Fiscal Year 2021	$88.4	$88.5	$90.2	$90.2	$90.9	$91.7	$92.6	$94.0	$95.4	$95.6	$95.4	$95.0
Fiscal Year 2022	$99.1	$99.4	$99.6	$105.3	$106.4	$109.4	$109.1	$109.2	$111.4	$112.4	$115.4	$118.6
Fiscal Year 2023	$118.3	$118.4	$120.1	$123.7	$123.8	$124.0	$123.9	$132.7	$134.3	$134.6	$134.9	$135.3
Fiscal Year 2024	$135.1	$135.4	$135.8	$136.4	$141.4	$141.7	$141.6	$142.0	$146.8	$152.3	$153.4	

Figures in Millions, Average Daily Balance



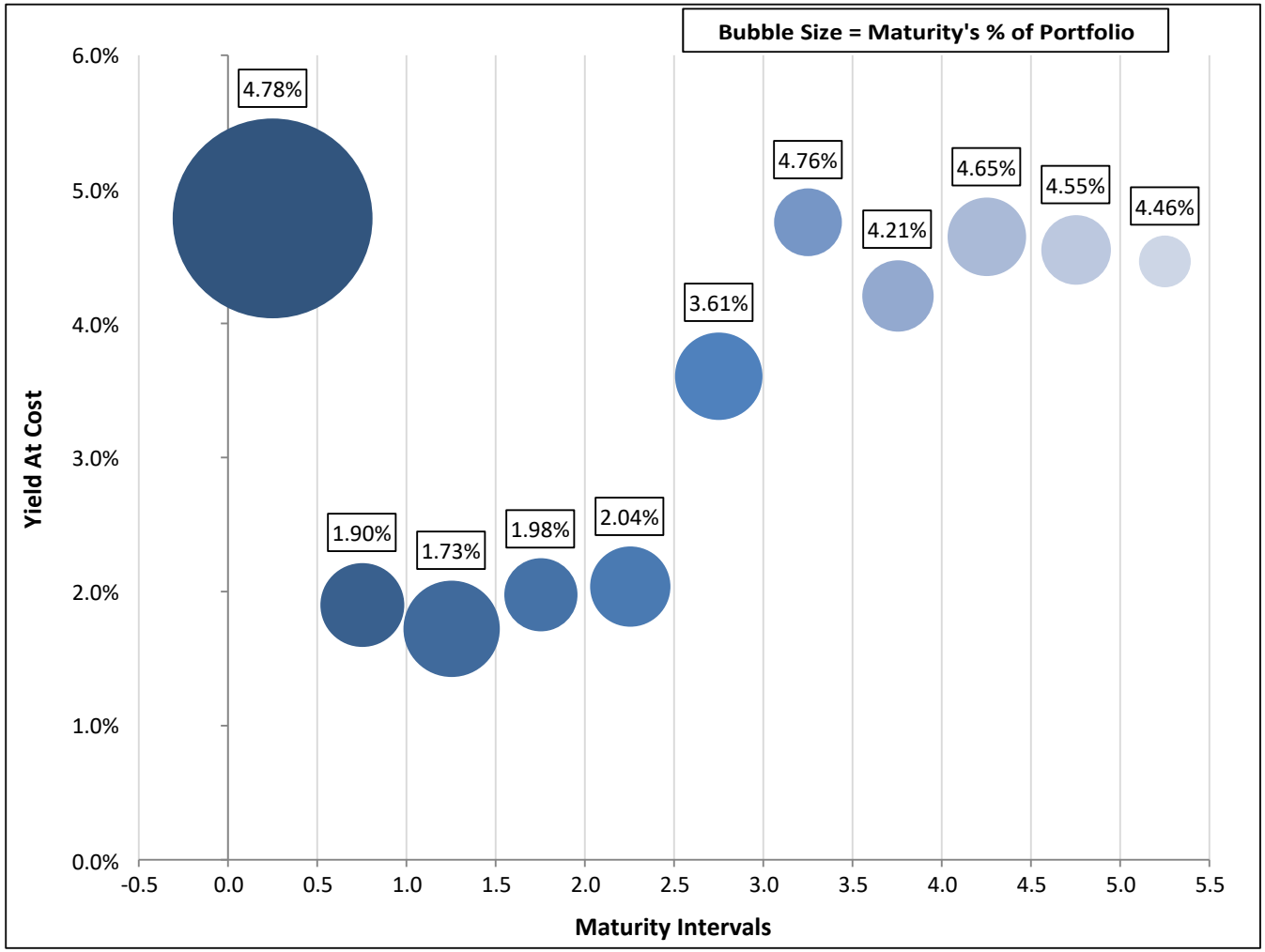
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fiscal Year 2020	2.13	2.03	2.06	1.94	1.94	1.99	1.96	1.98	1.99	1.97	1.99	1.90
Fiscal Year 2021	1.98	2.07	2.05	2.08	1.99	2.05	1.93	1.89	2.00	1.93	1.96	1.84
Fiscal Year 2022	1.83	1.85	1.87	1.79	1.79	1.85	1.80	1.76	1.74	1.68	1.63	1.67
Fiscal Year 2023	1.61	1.68	1.65	1.73	1.73	1.70	1.58	1.83	1.84	1.83	1.90	1.86
Fiscal Year 2024	1.80	1.74	1.81	1.77	1.78	1.81	1.88	1.87	1.72	1.65	1.69	

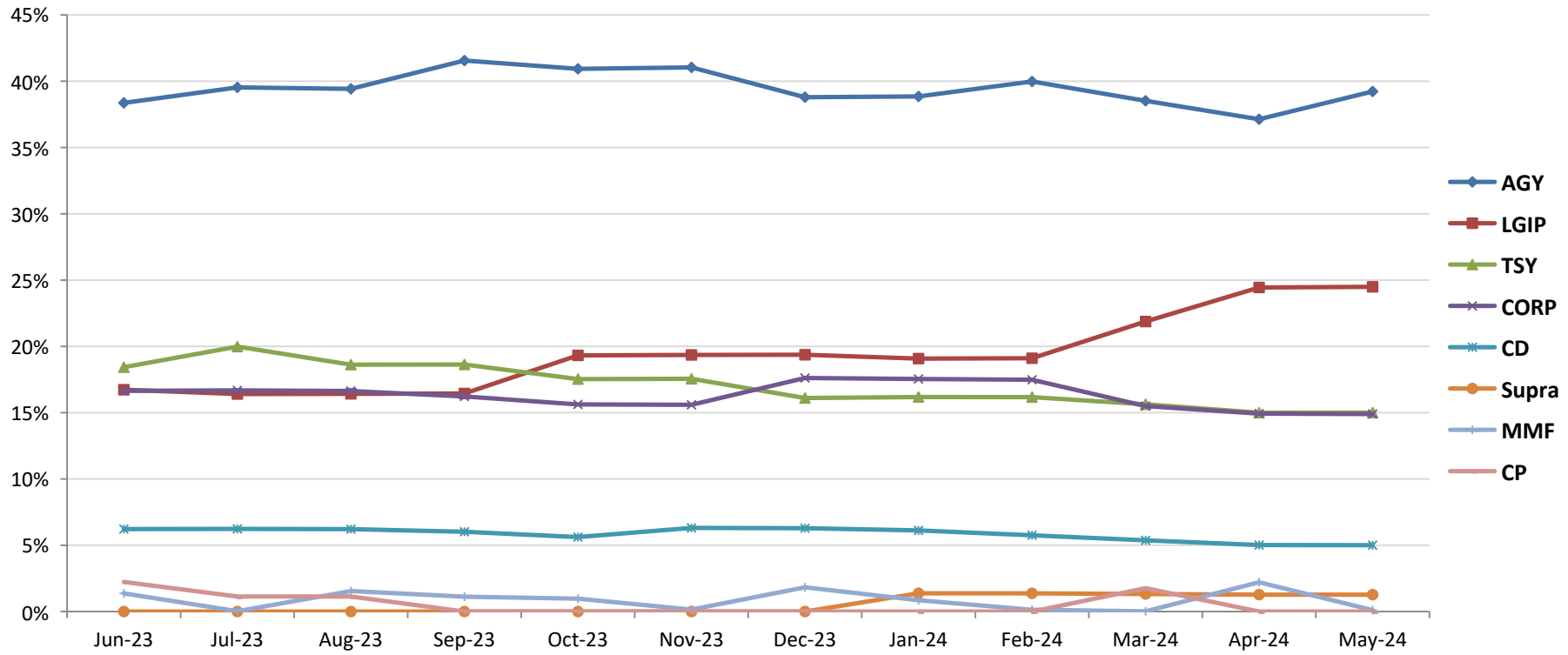


	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Maturities	$39.7	$17.2	$2.0	$2.7	$1.0	$0.2	$3.0	$1.2	$3.8	$2.2	$0.5	$2.0

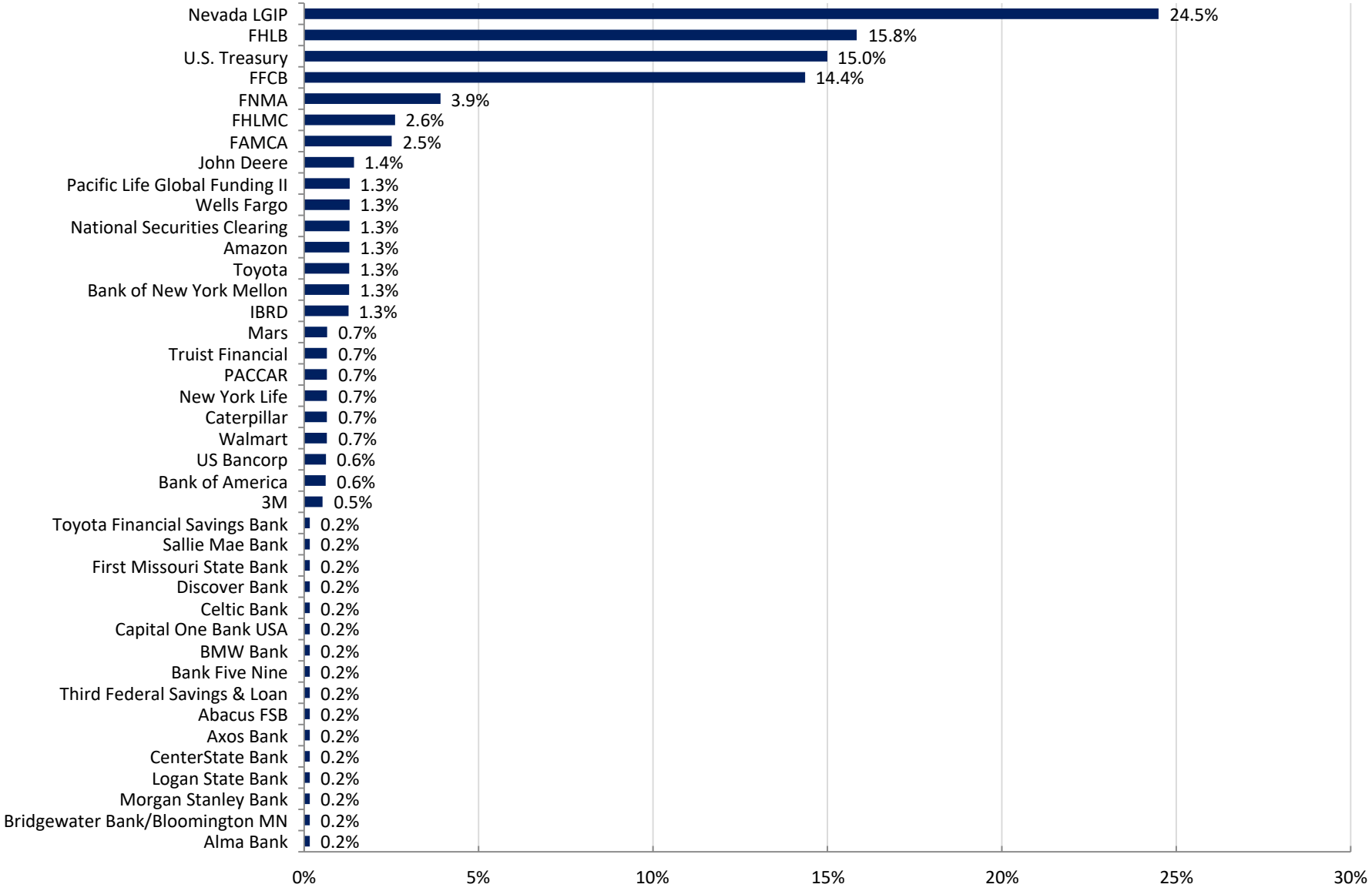
Par Value in Millions; Assumes Securities Are Held To Maturity

Years	Yield At Cost	% of Portfolio
0 to .5	4.78%	40.93%
.5 to 1.0	1.90%	7.02%
1.0 to 1.5	1.73%	9.28%
1.5 to 2.0	1.98%	5.29%
2.0 to 2.5	2.04%	6.34%
2.5 to 3.0	3.61%	7.81%
3.0 to 3.5	4.76%	4.68%
3.5 to 4.0	4.21%	4.97%
4.0 to 4.5	4.65%	6.15%
4.5 to 5.0	4.55%	4.80%
5.0+	4.46%	2.72%
Total	**3.83%**	**100.0%**

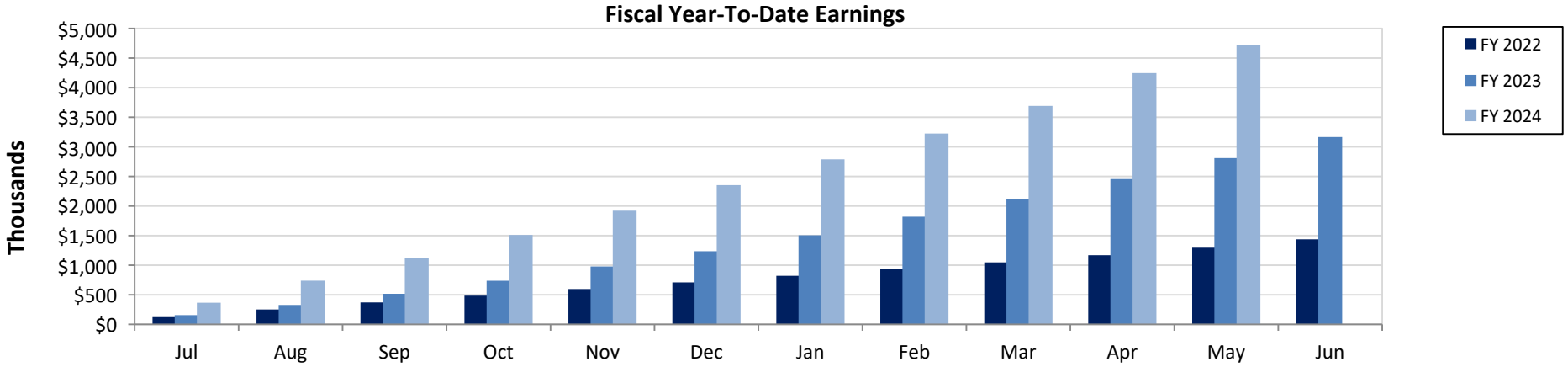




Sector	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
AGY	38.4%	39.5%	39.4%	41.6%	40.9%	41.0%	38.8%	38.9%	40.0%	38.5%	37.1%	39.2%
LGIP	16.7%	16.4%	16.4%	16.4%	19.3%	19.4%	19.4%	19.1%	19.1%	21.9%	24.4%	24.5%
TSY	18.4%	20.0%	18.6%	18.6%	17.5%	17.6%	16.1%	16.2%	16.2%	15.6%	15.0%	15.0%
CORP	16.6%	16.7%	16.6%	16.2%	15.6%	15.6%	17.6%	17.5%	17.5%	15.5%	14.9%	14.9%
CD	6.2%	6.2%	6.2%	6.0%	5.6%	6.3%	6.3%	6.1%	5.8%	5.4%	5.0%	5.0%
Supra	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.4%	1.4%	1.3%	1.3%	1.3%
MMF	1.4%	0.0%	1.5%	1.1%	1.0%	0.1%	1.8%	0.9%	0.1%	0.0%	2.2%	0.1%
CP	2.2%	1.1%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.8%	0.0%	0.0%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

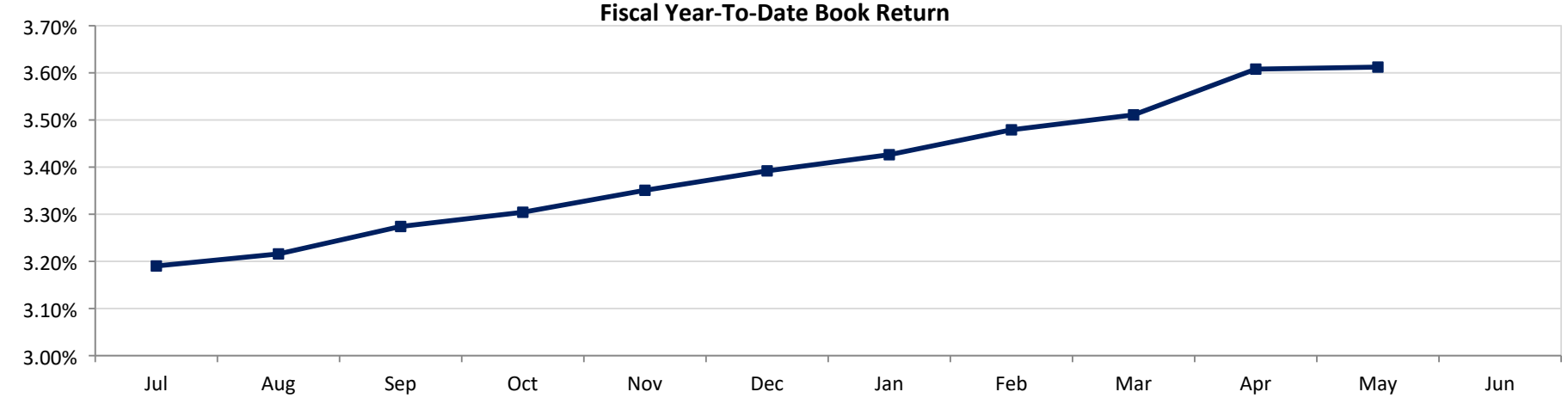

Nevada LGIP 24.5%
FHLB 15.8%
U.S. Treasury 15.0%
FFCB 14.4%
FNMA 3.9%
FHLMC 2.6%
FAMCA 2.5%
John Deere 1.4%
Pacific Life Global Funding II 1.3%
Wells Fargo 1.3%
National Securities Clearing 1.3%
Amazon 1.3%
Toyota 1.3%
Bank of New York Mellon 1.3%
IBRD 1.3%
Mars 0.7%
Truist Financial 0.7%
PACCAR 0.7%
New York Life 0.7%
Caterpillar 0.7%
Walmart 0.7%
US Bancorp 0.6%
Bank of America 0.6%
3M 0.5%
Toyota Financial Savings Bank 0.2%
Sallie Mae Bank 0.2%
First Missouri State Bank 0.2%
Discover Bank 0.2%
Celtic Bank 0.2%
Capital One Bank USA 0.2%
BMW Bank 0.2%
Bank Five Nine 0.2%
Third Federal Savings & Loan 0.2%
Abacus FSB 0.2%
Axos Bank 0.2%
CenterState Bank 0.2%
Logan State Bank 0.2%
Morgan Stanley Bank 0.2%
Bridgewater Bank/Bloomington MN 0.2%
Alma Bank 0.2%
0%
5%
10%
15%
20%
25%
30%

Fiscal Year-To-Date Earnings



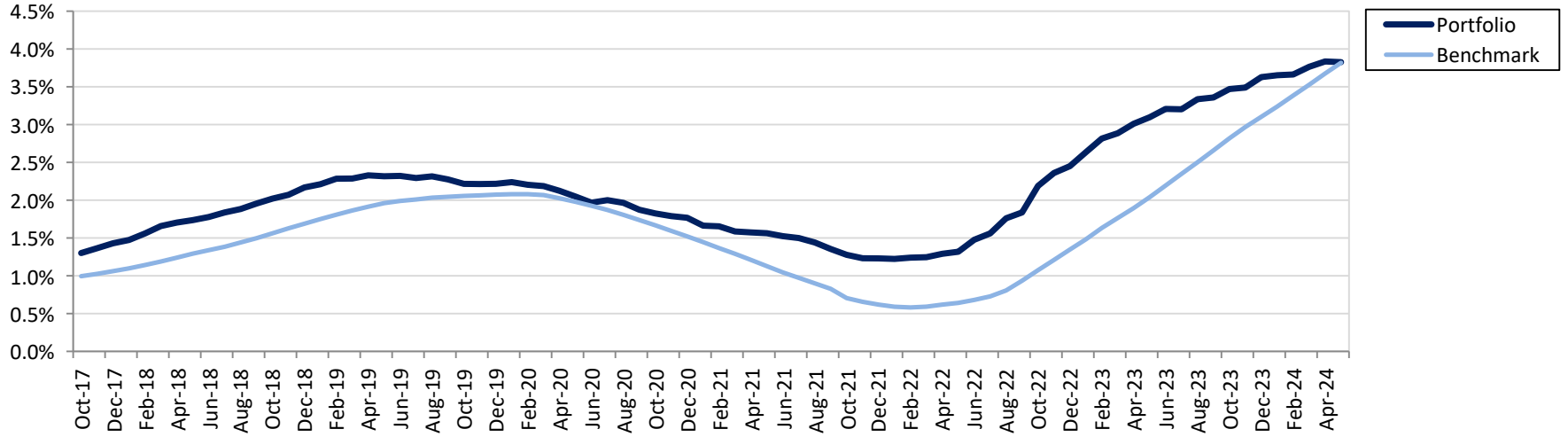
Fiscal YTD ($K)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2022	$122.495	$251.661	$370.961	$485.884	$597.417	$709.397	$820.732	$932.460	$1,047.734	$1,168.720	$1,295.546	$1,437.640
FY 2023	$156.072	$328.323	$517.026	$737.499	$978.451	$1,236.049	$1,505.298	$1,819.755	$2,123.449	$2,455.886	$2,809.656	$3,165.518
FY 2024	$365.996	$738.757	$1,117.596	$1,510.546	$1,921.483	$2,353.279	$2,788.942	$3,224.961	$3,691.770	$4,246.233	$4,721.259	

Fiscal Year-To-Date Book Return

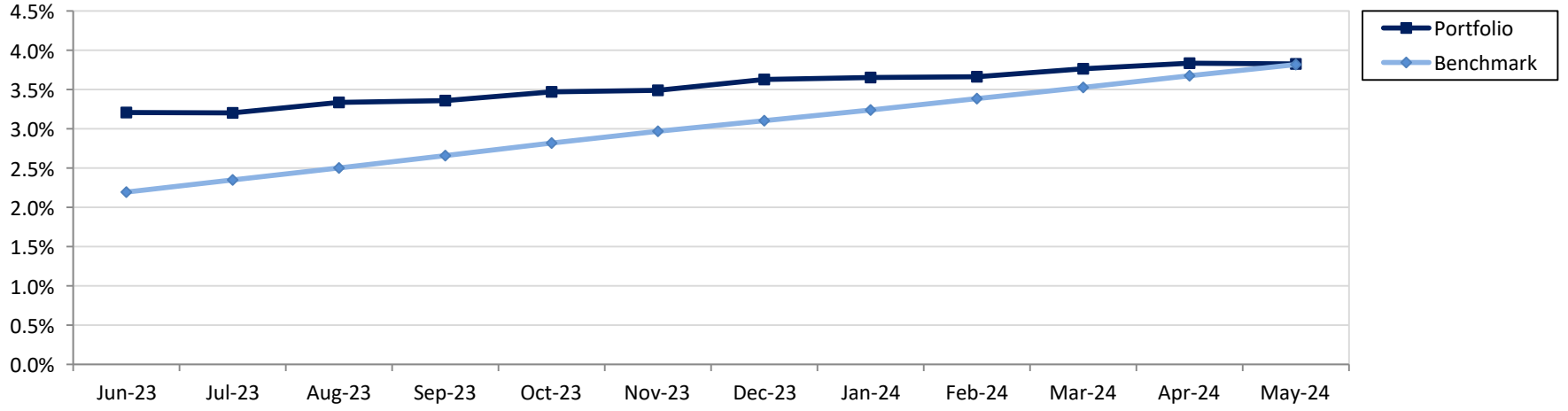


Fiscal YTD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Book Return	3.19%	3.22%	3.27%	3.30%	3.35%	3.39%	3.43%	3.48%	3.51%	3.61%	3.61%	

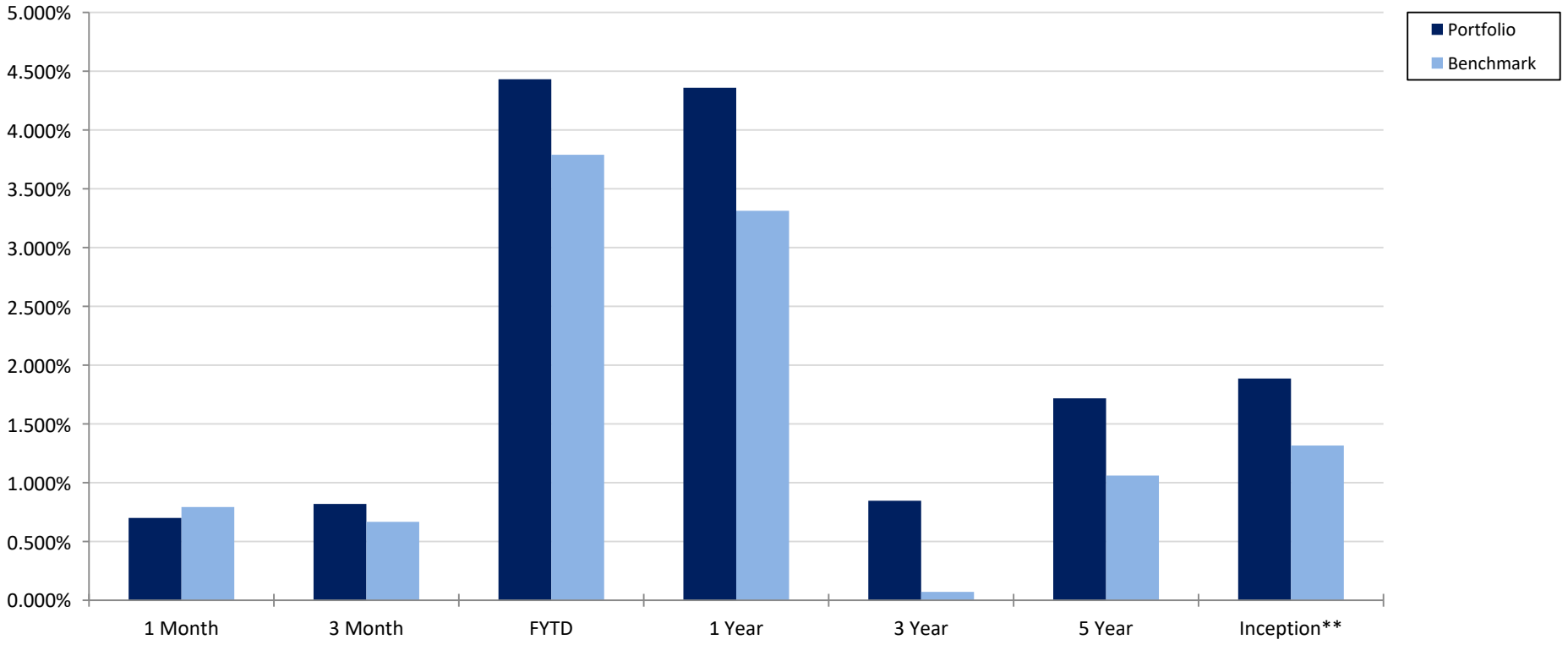
Month-End Yield At Cost vs Benchmark



Trailing 12 Months: Month End Yield At Cost vs Benchmark



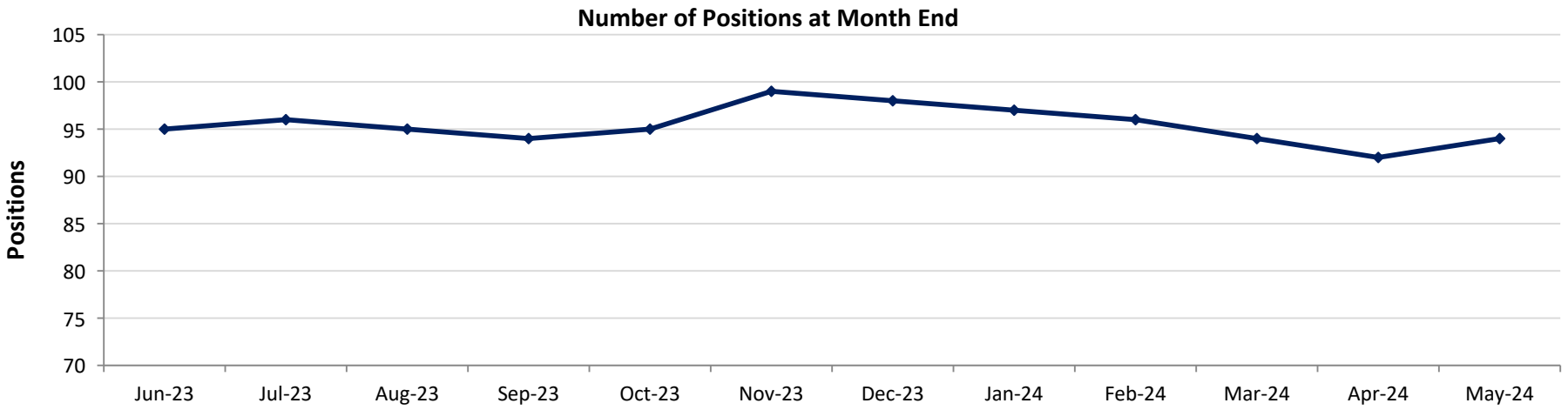
Benchmark: Custom Benchmark (see disclosure)



*Index: ICE BofA 0-5Yr Treasury Index
**Inception: October 2017

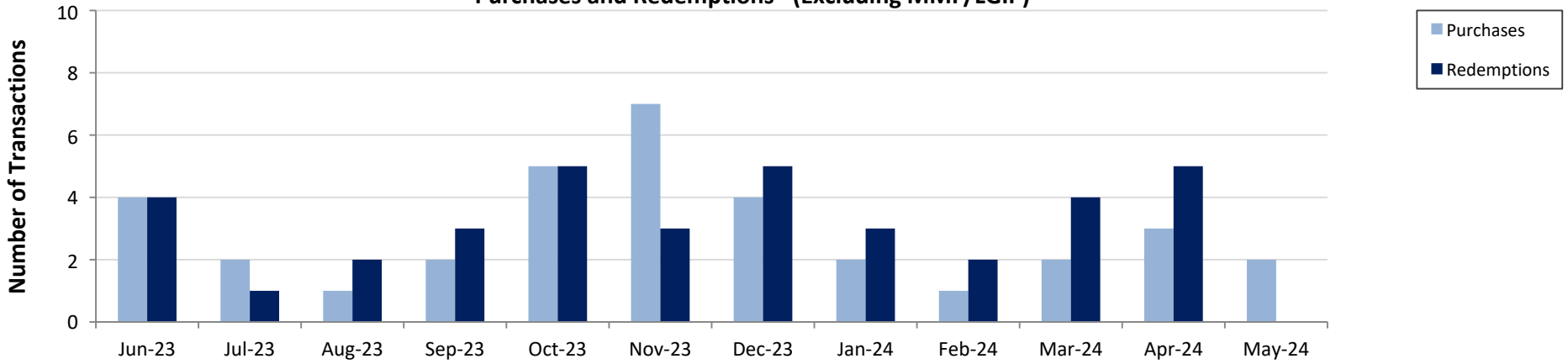
	1 Month	3 Month	FYTD	1 Year	3 Year	5 Year	Inception
Portfolio	0.700%	0.819%	4.431%	4.359%	0.846%	1.718%	1.886%
Benchmark	0.793%	0.667%	3.789%	3.313%	0.071%	1.061%	1.316%
Variance	**-0.093%**	**0.152%**	**0.642%**	**1.047%**	**0.775%**	**0.657%**	**0.570%**

Number of Positions at Month End



	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Positions	95	96	95	94	95	99	98	97	96	94	92	94

Purchases and Redemptions* (Excluding MMF/LGIP)



*Redemptions include maturities, calls, and sells

	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Purchases	4	2	1	2	5	7	4	2	1	2	3	2
Redemptions	4	1	2	3	5	3	5	3	2	4	5	0
Total	8	3	3	5	10	10	9	5	3	6	8	2

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Book YTM
Certificates of Deposit	7,688,000.00	7,563,676.52	7,681,119.20	5.01	933	3.57
Corporate Bonds	23,011,000.00	22,204,856.33	22,862,908.41	14.90	839	3.12
Local Government Investment Pool	37,586,155.91	37,586,155.91	37,586,155.91	24.49	1	5.30
Money Market Funds	164,360.32	164,360.32	164,360.32	0.11	1	5.19
Supranational Securities	2,000,000.00	1,912,360.00	1,953,592.41	1.27	1,503	4.12
U.S. Agencies	60,695,000.00	58,658,812.30	60,197,192.89	39.23	983	3.06
U.S. Treasuries	23,175,000.00	22,593,039.60	23,016,074.11	15.00	269	4.20
	154,319,516.23	**150,683,260.98**	**153,461,403.25**	**100.00**	**617**	**3.83**

Investments

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	475,025.98	4,721,258.79
Average Daily Balance	153,374,227.09	141,983,586.66
Book Rate of Return	3.65%	3.61%

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
54111LAK2	Logan State Bank	09/12/2024	248,000.00	09/13/2019	247,404.80	98.94	245,361.02	0.16%	NR/NR	0.28
	1.750%			1.80%	247,966.10	5.59%	237.81	-2,605.08	NR	0.28
32100LCB9	First Missouri State Bank	09/13/2024	248,000.00	09/13/2019	248,000.00	98.95	245,406.84	0.16%	NR/NR	0.29
	1.850%			1.85%	248,000.00	5.55%	1,005.59	-2,593.16	NR	0.28
00257TBH8	Abacus FSB	09/18/2024	248,000.00	09/19/2019	247,404.80	98.86	245,172.59	0.16%	NR/NR	0.30
	1.700%			1.75%	247,964.14	5.59%	161.71	-2,791.55	NR	0.29
88413QCK2	Third Federal Savings & Loan	11/25/2024	248,000.00	11/26/2019	247,412.24	98.31	243,806.98	0.16%	NR/NR	0.49
	1.950%			2.00%	247,942.70	5.54%	92.75	-4,135.72	NR	0.48
05465DAE8	Axos Bank	03/26/2025	248,000.00	03/26/2020	247,504.00	96.88	240,265.33	0.16%	NR/NR	0.82
	1.650%			1.69%	247,918.78	5.57%	67.27	-7,653.45	NR	0.81
15118RUX3	Celtic Bank	04/17/2025	248,000.00	04/17/2020	248,000.00	96.37	239,006.95	0.16%	NR/NR	0.88
	1.500%			1.50%	248,000.00	5.76%	152.88	-8,993.05	NR	0.87
15201QDE4	CenterState Bank	04/30/2025	248,000.00	04/30/2020	247,399.84	96.04	238,190.78	0.16%	NR/NR	0.92
	1.250%			1.30%	247,890.22	5.75%	271.78	-9,699.44	NR	0.91
05580AXF6	BMW Bank	09/25/2025	248,000.00	09/25/2020	248,000.00	93.92	232,916.61	0.16%	NR/NR	1.32
	0.500%			0.50%	248,000.00	5.35%	231.01	-15,083.39	NR	1.31
05600XQB9	BMO Harris Bank NA	05/08/2026	248,000.00	05/09/2023	247,655.28	99.08	245,708.96	0.16%	NR/NR	1.94
	4.600%			4.65%	247,764.87	5.11%	718.86	-2,055.91	NR	1.83
501798TW2	LCA Bank	05/18/2026	248,000.00	05/18/2023	247,655.28	98.88	245,218.22	0.16%	NR/NR	1.96
	4.500%			4.55%	247,764.92	5.11%	428.05	-2,546.70	NR	1.86
020080CN5	Alma Bank	05/19/2026	248,000.00	05/19/2023	247,650.32	98.91	245,294.74	0.16%	NR/NR	1.97
	4.500%			4.55%	247,763.59	5.09%	397.48	-2,468.85	NR	1.86
451245AP9	Idaho First Bank	05/19/2026	248,000.00	05/19/2023	247,650.32	98.72	244,826.56	0.16%	NR/NR	1.97
	4.400%			4.45%	247,763.79	5.09%	388.65	-2,937.23	NR	1.86
06610QFC0	Bankers Bank/Oklahoma City OK	05/26/2026	248,000.00	05/26/2023	247,650.32	98.92	245,323.43	0.16%	NR/NR	1.99
	4.500%			4.55%	247,762.39	5.07%	183.45	-2,438.96	NR	1.88
89235MLC3	Toyota Financial Savings Bank	07/15/2026	248,000.00	07/15/2021	248,000.00	91.78	227,612.05	0.16%	NR/NR	2.12
	0.950%			0.95%	248,000.00	5.08%	890.76	-20,387.95	NR	2.09
795451AK9	Sallie Mae Bank	08/11/2026	248,000.00	08/11/2021	248,000.00	91.85	227,781.93	0.16%	NR/NR	2.20
	1.100%			1.10%	248,000.00	5.06%	829.61	-20,218.07	NR	2.16
108622PJ4	Bridgewater Bank/Bloomington MN	11/03/2026	248,000.00	11/06/2023	247,628.00	100.27	248,679.86	0.16%	NR/NR	2.43
	5.100%			5.15%	247,690.60	4.98%	1,004.91	989.26	NR	2.24
90385LDQ9	Ultima Bank Minnesota	11/17/2026	248,000.00	05/17/2023	247,595.76	98.67	244,689.67	0.16%	NR/NR	2.47
	4.400%			4.45%	247,707.27	4.98%	448.44	-3,017.60	NR	2.31
254673E36	Discover Bank	05/24/2027	248,000.00	05/27/2022	248,000.00	95.38	236,539.13	0.16%	NR/NR	2.98
	3.200%			3.20%	248,000.00	4.81%	173.94	-11,460.87	NR	2.82
32026US23	First Foundation Bank	06/21/2027	248,000.00	06/21/2023	247,504.00	98.98	245,471.08	0.16%	NR/NR	3.06
	4.500%			4.56%	247,606.83	4.86%	4,983.78	-2,135.75	NR	2.77

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
910286GM9	United Fidelity Bank FSB	06/29/2027	248,000.00	06/29/2023	247,546.16	99.28	246,209.00	0.16%	NR/NR	3.08
	4.550%			4.60%	247,640.15	4.80%	92.75	-1,431.15	NR	2.79
14042TJD0	Capital One Bank USA	08/03/2027	248,000.00	08/04/2022	248,000.00	96.20	238,584.28	0.16%	NR/NR	3.18
	3.550%			3.55%	248,000.00	4.85%	2,870.35	-9,415.72	NR	2.94
062119BK7	Bank Five Nine	03/20/2028	248,000.00	03/20/2023	248,000.00	99.82	247,545.86	0.16%	NR/NR	3.81
	4.650%			4.65%	248,000.00	4.70%	379.13	-454.14	NR	3.42
61690U3V0	Morgan Stanley Bank	04/06/2028	248,000.00	04/06/2023	247,975.20	99.77	247,436.69	0.16%	NR/NR	3.85
	4.650%			4.65%	247,966.48	4.71%	1,769.29	-529.79	NR	3.46
12547CAX6	CIBC Bank USA	04/13/2028	248,000.00	04/14/2023	247,380.00	99.11	245,801.13	0.16%	NR/NR	3.87
	4.450%			4.51%	247,496.60	4.70%	1,451.31	-1,695.47	NR	3.50
91527PCD7	Univest Bank and Trust Co	06/21/2028	248,000.00	06/21/2023	247,444.48	99.34	246,371.10	0.16%	NR/NR	4.06
	4.500%			4.55%	247,537.30	4.68%	336.33	-1,166.20	NR	3.60
61768EE82	Morgan Stanley Private Bank	11/08/2028	248,000.00	11/08/2023	247,456.88	101.62	252,018.13	0.16%	NR/NR	4.44
	5.050%			5.10%	247,502.77	4.64%	823.50	4,515.36	NR	3.92
90355GHQ2	UBS Bank USA	11/08/2028	248,000.00	11/08/2023	247,451.92	101.47	251,656.39	0.16%	NR/NR	4.44
	5.000%			5.05%	247,503.33	4.63%	815.34	4,153.06	NR	3.92
02589AF98	American Express National Bank	11/08/2028	248,000.00	11/08/2023	247,451.92	101.22	251,029.53	0.16%	NR/NR	4.44
	5.000%			5.05%	247,498.54	4.69%	815.34	3,530.99	NR	3.92
87164Y3Z5	Synchrony Bank	11/17/2028	248,000.00	11/17/2023	247,454.40	101.08	250,670.34	0.16%	NR/NR	4.47
	4.900%			4.95%	247,501.70	4.63%	499.40	3,168.64	NR	3.96
8562834U7	State Bank of India	11/24/2028	248,000.00	11/24/2023	247,456.88	102.66	254,594.95	0.16%	NR/NR	4.49
	5.000%			5.05%	247,504.34	4.34%	271.78	7,090.61	NR	3.97
146102AP3	Carter Bank & Trust	03/20/2029	248,000.00	03/20/2024	247,444.48	98.58	244,486.40	0.16%	NR/NR	4.81
	4.300%			4.35%	247,461.79	4.63%	350.60	-2,975.39	NR	4.26
					7,677,177.28		**7,563,676.52**	**5.00%**		**2.56**
Total Certificates of Deposit			**7,688,000.00**	**3.57%**	**7,681,119.20**	**5.03%**	**23,143.85**	**-117,442.67**		**2.34**
Corporate Bonds										
06406RAL1	Bank of New York Mellon	10/24/2024	1,000,000.00	11/27/2019	1,003,110.00	98.64	986,400.00	0.65%	A1/A	0.40
	2.100%			2.03%	1,000,251.69	5.55%	2,158.33	-13,851.69	AA-	0.38
07330NAT2	Truist Bank	12/06/2024	1,000,000.00	12/06/2019	999,010.00	98.21	982,100.00	0.65%	A3/A	0.52
	2.150%	11/05/2024		2.17%	999,898.25	5.73%	10,451.39	-17,798.25	A	0.49
24422EVC0	John Deere	01/09/2025	1,191,000.00	03/13/2020	1,224,705.30	97.98	1,166,977.53	0.78%	A1/A	0.61
	2.050%			1.44%	1,195,232.58	5.48%	9,630.56	-28,255.05	A+	0.58
69371RQ66	PACCAR	02/06/2025	1,000,000.00	02/06/2020	999,190.00	97.61	976,120.00	0.65%	A1/A+	0.69
	1.800%			1.96%	999,889.75	5.42%	5,750.00	-23,769.75	NR	0.66

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Corporate Bonds										
89236TGT6	Toyota Motor Credit	02/13/2025	1,000,000.00	02/13/2020	999,330.00	97.48	974,750.00	0.65%	A1/A+	0.71
	1.800%			1.81%	999,906.20	5.52%	5,400.00	-25,156.20	A+	0.67
88579YBH3	3M	02/14/2025	820,000.00	09/07/2022	781,476.40	97.48	799,368.80	0.53%	A3/BBB+	0.71
	2.000%			4.04%	808,481.30	5.70%	4,874.44	-9,112.50	A-	0.68
637639AE5	National Securities Clearing	12/07/2025	1,000,000.00	01/07/2021	1,004,130.00	93.56	935,560.00	0.65%	Aaa/AA+	1.52
	0.750%	11/07/2025		0.66%	1,001,238.27	5.22%	3,625.00	-65,678.27	NR	1.46
637639AE5	National Securities Clearing	12/07/2025	1,000,000.00	03/16/2021	980,900.00	93.56	935,560.00	0.65%	Aaa/AA+	1.52
	0.750%	11/07/2025		1.17%	993,754.90	5.22%	3,625.00	-58,194.90	NR	1.46
24422EVK2	John Deere	01/15/2026	1,000,000.00	02/25/2021	993,650.00	93.19	931,920.00	0.65%	A1/A	1.63
	0.700%			0.83%	997,863.37	5.13%	2,644.44	-65,943.37	A+	1.57
64952WED1	New York Life	06/09/2026	1,000,000.00	06/09/2021	999,030.00	92.12	921,230.00	0.65%	Aaa/AA+	2.02
	1.150%			1.17%	999,600.15	5.31%	5,494.44	-78,370.15	AAA	1.93
14913R2Q9	Caterpillar	09/14/2026	1,000,000.00	09/14/2021	998,260.00	91.53	915,340.00	0.65%	A2/A	2.29
	1.150%			1.19%	999,187.50	5.12%	2,459.72	-83,847.50	A+	2.19
931142ER0	Walmart	09/17/2026	1,000,000.00	09/17/2021	998,110.00	91.75	917,500.00	0.65%	Aa2/AA	2.30
	1.050%	08/17/2026		1.09%	999,116.50	4.89%	2,158.33	-81,616.50	AA	2.20
94988J6F9	Wells Fargo Bank NA	12/11/2026	2,000,000.00	12/11/2023	2,000,000.00	99.99	1,999,840.00	1.30%	Aa2/A+	2.53
	5.254%			5.25%	2,000,000.00	5.26%	49,621.11	-160.00	AA-	2.23
91159HHR4	US Bancorp	04/27/2027	1,000,000.00	02/14/2023	943,510.00	94.86	948,610.00	0.63%	A3/A	2.91
	3.150%			4.64%	959,801.70	5.07%	2,975.00	-11,191.70	A	2.69
06406RAD9	Bank of New York Mellon	05/16/2027	1,000,000.00	06/29/2022	965,500.00	95.27	952,730.00	0.64%	A1/A	2.96
	3.250%			4.04%	978,297.29	4.99%	1,354.17	-25,567.29	AA-	2.71
06051GGA1	Bank of America	10/21/2027	1,000,000.00	12/08/2023	939,580.00	94.28	942,840.00	0.62%	A1/A-	3.39
	3.248%			4.98%	946,472.65	5.11%	3,608.89	-3,632.65	AA-	2.99
023135CP9	Amazon	12/01/2027	2,000,000.00	02/24/2023	1,982,400.00	99.06	1,981,260.00	1.29%	A1/AA	3.50
	4.550%			4.76%	1,986,806.44	4.84%	45,500.00	-5,546.44	AA-	3.15
89236TKQ7	Toyota Motor Credit	01/12/2028	1,000,000.00	04/19/2024	982,250.00	98.74	987,420.00	0.64%	A1/A+	3.62
	4.625%			5.15%	982,774.77	5.01%	17,857.64	4,645.23	A+	3.21
571676AT2	Mars	04/20/2028	1,000,000.00	05/05/2023	1,013,530.00	97.97	979,690.00	0.66%	A1/A+	3.89
	4.550%			4.24%	1,010,765.50	5.13%	5,181.94	-31,075.50	NR	3.45
6944PL2Z1	Pacific Life Global Funding II	01/11/2029	2,000,000.00	01/16/2024	2,003,920.00	98.48	1,969,640.00	1.31%	Aa3/AA-	4.62
	4.900%			4.86%	2,003,569.63	5.27%	38,111.11	-33,929.63	AA-	3.98
					22,811,591.70		**22,204,856.33**	**14.90%**		**2.30**
Total Corporate Bonds			**23,011,000.00**	**3.12%**	**22,862,908.41**	**5.23%**	**222,481.51**	**-658,052.11**		**2.08**
Local Government Investment Pool										

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Local Government Investment Pool										
NV LGIP	Nevada LGIP	06/01/2024	37,586,155.91	05/01/2024	37,586,155.91	1.00	37,586,155.91	24.49%	NR/NR	0.00
	5.295%			5.30%	37,586,155.91	5.30%	171,389.91	0.00	NR	0.00
					37,586,155.91		**37,586,155.91**	**24.49%**		**0.00**
Total Local Government Investment Pool			**37,586,155.91**	**5.30%**	**37,586,155.91**	**5.30%**	**171,389.91**	**0.00**		**0.00**
Money Market Funds										
DGCXX	Dreyfus Govt Cash Mgmt MMF	06/01/2024	164,360.32		164,360.32	1.00	164,360.32	0.11%	Aaa/AAA	0.00
	5.188%			5.19%	164,360.32	5.19%	4,890.84	0.00	NR	0.00
					164,360.32		**164,360.32**	**0.11%**		**0.00**
Total Money Market Funds			**164,360.32**	**5.19%**	**164,360.32**	**5.19%**	**4,890.84**	**0.00**		**0.00**
Supranational Securities										
459058KT9	IBRD	07/12/2028	2,000,000.00	01/05/2024	1,949,480.00	95.62	1,912,360.00	1.27%	Aaa/AAA	4.12
	3.500%			4.12%	1,953,592.41	4.68%	27,027.78	-41,232.41	AAA	3.70
					1,949,480.00		**1,912,360.00**	**1.27%**		**4.12**
Total Supranational Securities			**2,000,000.00**	**4.12%**	**1,953,592.41**	**4.68%**	**27,027.78**	**-41,232.41**		**3.70**
U.S. Agencies										
3133EKQU3	FFCB	06/13/2024	1,900,000.00	06/21/2019	1,896,827.00	99.91	1,898,214.00	1.24%	Aaa/AA+	0.04
	1.950%			1.99%	1,899,978.75	4.37%	17,290.00	-1,764.75	AA+	0.03
3133EKWV4	FFCB	07/26/2024	2,000,000.00	07/29/2019	1,991,200.00	99.46	1,989,280.00	1.30%	Aaa/AA+	0.15
	1.850%			1.94%	1,999,730.66	5.26%	12,847.22	-10,450.66	AA+	0.14
3133EKA63	FFCB	08/16/2024	2,000,000.00	08/16/2019	1,993,680.00	99.20	1,984,000.00	1.30%	Aaa/AA+	0.21
	1.600%			1.67%	1,999,736.67	5.39%	9,333.33	-15,736.67	AA+	0.20
3133EKQA7	FFCB	09/10/2024	2,000,000.00	08/02/2019	2,021,380.00	99.06	1,981,120.00	1.30%	Aaa/AA+	0.28
	2.080%			1.86%	2,001,151.59	5.48%	9,360.00	-20,031.59	AA+	0.26
3133EJ2E8	FFCB	12/06/2024	2,000,000.00	02/22/2019	2,039,640.00	98.93	1,978,580.00	1.31%	Aaa/AA+	0.52
	3.100%			2.73%	2,003,518.91	5.24%	30,138.89	-24,938.91	AA+	0.49
3130AQXY4	FHLB	02/28/2025	1,000,000.00	02/28/2022	1,000,000.00	97.64	976,400.00	0.65%	Aaa/AA+	0.75
	2.000%	06/28/2024		2.00%	1,000,000.00	5.26%	5,166.67	-23,600.00	AA+	0.71
3130A4CH3	FHLB	03/14/2025	2,000,000.00	10/07/2020	2,164,860.00	97.86	1,957,260.00	1.32%	Aaa/AA+	0.79
	2.375%			0.49%	2,029,471.52	5.18%	10,159.72	-72,211.52	AA+	0.75

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
3134GXVY7	FHLMC	06/27/2025	2,000,000.00	06/27/2022	2,000,000.00	98.92	1,978,420.00	1.30%	Aaa/AA+	1.07
	4.000%	06/27/2023		4.00%	2,000,000.00	5.04%	34,222.22	-21,580.00	AA+	1.01
3136G4H63	FNMA	08/19/2025	2,000,000.00	08/19/2020	2,000,000.00	94.74	1,894,860.00	1.30%	Aaa/AA+	1.22
	0.550%	08/19/2024		0.55%	2,000,000.00	5.06%	3,116.67	-105,140.00	AA+	1.17
3130ANJA9	FHLB	08/25/2025	2,000,000.00	08/25/2021	2,000,000.00	95.35	1,906,960.00	1.30%	Aaa/AA+	1.24
	1.000%	08/25/2022		1.00%	2,000,000.00	4.93%	5,333.33	-93,040.00	AA+	1.19
3136G43L5	FNMA	09/30/2025	2,000,000.00	09/30/2020	2,000,000.00	94.28	1,885,580.00	1.30%	Aaa/AA+	1.33
	0.550%	09/30/2024		0.55%	2,000,000.00	5.04%	1,863.89	-114,420.00	AA+	1.29
3130ATJA6	FHLB	10/27/2025	2,000,000.00	10/27/2022	2,000,000.00	100.11	2,002,120.00	1.30%	Aaa/AA+	1.41
	5.000%	10/27/2023		5.00%	2,000,000.00	4.92%	9,444.44	2,120.00	AA+	1.33
3135G06G3	FNMA	11/07/2025	2,000,000.00	12/02/2020	1,997,280.00	93.79	1,875,740.00	1.30%	Aaa/AA+	1.44
	0.500%			0.53%	1,999,201.45	5.05%	666.67	-123,461.45	AA+	1.39
3130AWLZ1	FHLB	06/12/2026	1,750,000.00	11/28/2023	1,748,617.50	99.76	1,745,817.50	1.14%	Aaa/AA+	2.03
	4.750%			4.78%	1,748,881.51	4.87%	39,022.57	-3,064.01	AA+	1.86
3130APFQ3	FHLB	10/28/2026	2,000,000.00	10/28/2021	2,000,000.00	91.37	1,827,340.00	1.30%	Aaa/AA+	2.41
	1.100%	07/28/2024		1.10%	1,994,445.16	4.95%	2,016.67	-167,105.16	AA+	2.31
3130APPZ2	FHLB	11/23/2026	2,000,000.00	11/23/2021	2,000,000.00	91.94	1,838,740.00	1.30%	Aaa/AA+	2.48
	1.500%	06/23/2024		1.50%	2,000,000.00	5.00%	666.67	-161,260.00	AA+	2.37
3130AQA45	FHLB	12/21/2026	2,000,000.00	12/21/2021	1,999,400.00	93.92	1,878,480.00	1.30%	Aaa/AA+	2.56
	2.250%	12/21/2023		2.25%	1,999,672.45	4.80%	20,000.00	-121,192.45	AA+	2.40
31422BSE1	FAMCA	01/13/2027	2,000,000.00	10/12/2023	1,823,280.00	93.04	1,860,760.00	1.21%	NR/NR	2.62
	1.900%			4.87%	1,855,704.93	4.76%	14,566.67	5,055.07	NR	2.47
3133ENRD4	FFCB	03/10/2027	2,000,000.00	03/18/2022	1,949,360.00	92.08	1,841,680.00	1.28%	Aaa/AA+	2.78
	1.680%			2.22%	1,971,063.77	4.76%	7,560.00	-129,383.77	AA+	2.63
3130AT2L0	FHLB	08/25/2027	1,500,000.00	08/30/2022	1,500,000.00	97.19	1,457,790.00	0.98%	Aaa/AA+	3.24
	4.050%	08/25/2024		4.05%	1,500,000.00	5.00%	16,200.00	-42,210.00	AA+	2.38
3130AT3P0	FHLB	09/14/2027	2,000,000.00	09/28/2022	2,000,000.00	99.40	1,988,040.00	1.30%	Aaa/AA+	3.29
	5.000%	06/14/2024		5.00%	2,000,000.00	5.20%	21,388.89	-11,960.00	AA+	1.09
3130ATLL9	FHLB	10/28/2027	2,000,000.00	10/28/2022	2,000,000.00	99.36	1,987,140.00	1.30%	Aaa/AA+	3.41
	5.125%	10/28/2024		5.13%	2,000,000.00	5.33%	9,395.83	-12,860.00	AA+	1.16
3130AMVK5	FHLB	12/29/2027	1,000,000.00	12/29/2022	874,000.00	91.10	911,000.00	0.59%	Aaa/AA+	3.58
	2.000%	12/29/2023		2.29%	906,797.20	4.72%	3,444.44	4,202.80	AA+	3.34
31422XW99	FAMCA	02/14/2028	2,000,000.00	02/14/2023	1,993,880.00	97.31	1,946,120.00	1.30%	NR/NR	3.71
	3.850%			3.92%	1,995,265.49	4.65%	22,886.11	-49,145.49	NR	3.35
3134GYUE0	FHLMC	06/28/2028	2,000,000.00	06/30/2023	2,000,000.00	99.74	1,994,800.00	1.30%	Aaa/AA+	4.08
	6.000%	06/28/2024		6.00%	2,000,000.00	6.07%	51,000.00	-5,200.00	AA+	0.70
3133EN6W5	FFCB	07/24/2028	2,000,000.00	02/08/2023	1,966,860.00	96.37	1,927,300.00	1.29%	Aaa/AA+	4.15
	3.625%			3.97%	1,974,142.27	4.60%	25,576.39	-46,842.27	AA+	3.72

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
3133EPUN3	FFCB	08/28/2028	2,005,000.00	09/05/2023	2,025,451.00	99.55	1,995,937.40	1.32%	Aaa/AA+	4.25
	4.500%			4.27%	2,022,578.39	4.62%	23,308.12	-26,640.99	AA+	3.75
3133EP3B9	FFCB	02/13/2029	1,800,000.00	02/22/2024	1,783,728.00	98.22	1,767,960.00	1.16%	Aaa/AA+	4.71
	4.125%			4.33%	1,784,462.23	4.55%	22,275.00	-16,502.23	AA+	4.14
3133ERDH1	FFCB	04/30/2029	1,300,000.00	05/17/2024	1,318,239.00	100.66	1,308,580.00	0.86%	Aaa/AA+	4.92
	4.750%			4.43%	1,318,101.62	4.60%	5,317.36	-9,521.62	AA+	4.30
3133ERDH1	FFCB	04/30/2029	2,000,000.00	05/06/2024	2,017,300.00	100.66	2,013,200.00	1.31%	Aaa/AA+	4.92
	4.750%			4.55%	2,017,036.13	4.60%	8,180.56	-3,836.13	AA+	4.30
3130AQRW5	FHLB	02/17/2032	1,900,000.00	02/07/2023	1,624,766.00	83.71	1,590,547.00	1.08%	Aaa/AA+	7.72
	2.400%	06/07/2024		4.36%	1,658,502.75	4.97%	13,173.33	-67,955.75	AA+	6.68
3130ATS65	FHLB	09/10/2032	1,000,000.00	09/22/2023	1,006,720.00	100.59	1,005,930.00	0.66%	Aaa/AA+	8.28
	4.875%			4.78%	1,006,242.34	4.79%	10,968.75	-312.34	AA+	6.65
3130AV4X7	FHLB	03/11/2033	500,000.00	10/24/2023	462,220.00	96.91	484,570.00	0.30%	Aaa/AA+	8.78
	4.375%			5.41%	464,109.72	4.81%	4,861.11	20,460.28	AA+	7.08
3133EPGG4	FFCB	04/20/2033	1,040,000.00	05/05/2023	1,048,153.60	94.09	978,546.40	0.68%	Aaa/AA+	8.89
	4.000%			3.90%	1,047,397.39	4.82%	4,737.78	-68,850.99	AA+	7.24
					60,246,842.10		**58,658,812.30**	**39.22%**		**2.69**
Total U.S. Agencies			**60,695,000.00**	**3.06%**	**60,197,192.89**	**4.98%**	**475,489.30**	**-1,538,380.60**		**2.17**
U.S. Treasuries										
912797JS7	U.S. Treasury	07/18/2024	10,135,000.00	04/18/2024	10,000,692.30	99.34	10,068,514.40	6.56%	P-1/A-1+	0.13
	0.000%			5.40%	10,063,709.94	5.04%	0.00	4,804.46	F1+	0.13
912797JT5	U.S. Treasury	07/25/2024	5,100,000.00	04/25/2024	5,032,286.54	99.24	5,061,138.00	3.32%	P-1/A-1+	0.15
	0.000%			5.41%	5,100,000.00	5.03%	0.00	-38,862.00	F1+	0.15
912828ZT0	U.S. Treasury	05/31/2025	2,000,000.00	09/22/2021	1,973,984.38	95.25	1,904,980.00	1.30%	Aaa/AA+	1.00
	0.250%			0.61%	1,992,889.54	5.19%	13.66	-87,909.54	AA+	0.96
912828P46	U.S. Treasury	02/15/2026	2,000,000.00	08/10/2022	1,899,609.38	94.56	1,891,180.00	1.27%	Aaa/AA+	1.71
	1.625%			3.15%	1,949,774.90	4.98%	9,553.57	-58,594.90	AA+	1.64
91282CBW0	U.S. Treasury	04/30/2026	1,940,000.00	05/04/2021	1,929,845.30	92.49	1,794,267.20	1.26%	Aaa/AA+	1.92
	0.750%			0.86%	1,936,047.33	4.91%	1,265.22	-141,780.13	AA+	1.85
912828X88	U.S. Treasury	05/15/2027	2,000,000.00	05/23/2022	1,956,875.00	93.65	1,872,960.00	1.29%	Aaa/AA+	2.96
	2.375%			2.84%	1,973,652.38	4.70%	2,194.29	-100,692.38	AA+	2.78
					22,793,292.90		**22,593,039.60**	**15.00%**		**0.74**
Total U.S. Treasuries			**23,175,000.00**	**4.20%**	**23,016,074.11**	**5.00%**	**13,026.74**	**-423,034.49**		**0.71**

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
					153,228,900.21		150,683,260.98	100.00%		1.69
TOTAL PORTFOLIO			154,319,516.23	3.83%	153,461,403.25	5.10%	937,449.93	-2,778,142.28		1.43

TOTAL MARKET VALUE PLUS ACCRUED INTEREST	151,620,710.91

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CUSIP	Issuer	Purchase Date	Book Value	Coupon Rate	Maturity Date	Remaining Par	Term	Market Value	Book YTM	Days to Maturity
DGCXX	Dreyfus Govt Cash Mgmt MMF		164,360.32	5.188%	06/01/2024	164,360.32	1	164,360.32	5.19%	1
NV LGIP	Nevada LGIP	12/17/2020	37,586,155.91	5.295%	06/01/2024	37,586,155.91	1	37,586,155.91	5.30%	1
3133EKQU3	FFCB	06/21/2019	1,899,978.75	1.950%	06/13/2024	1,900,000.00	1,806	1,898,214.00	1.99%	13
912797JS7	U.S. Treasury	04/18/2024	10,063,709.94	0.000%	07/18/2024	10,135,000.00	43	10,068,514.40	5.40%	48
912797JT5	U.S. Treasury	04/25/2024	5,100,000.00	0.000%	07/25/2024	5,100,000.00	36	5,061,138.00	5.41%	55
3133EKWV4	FFCB	07/29/2019	1,999,730.66	1.850%	07/26/2024	2,000,000.00	1,768	1,989,280.00	1.94%	56
3133EKA63	FFCB	08/16/2019	1,999,736.67	1.600%	08/16/2024	2,000,000.00	1,750	1,984,000.00	1.67%	77
3133EKQA7	FFCB	08/02/2019	2,001,151.59	2.080%	09/10/2024	2,000,000.00	1,764	1,981,120.00	1.86%	102
54111LAK2	Logan State Bank	09/13/2019	247,966.10	1.750%	09/12/2024	248,000.00	1,722	245,361.02	1.80%	104
32100LCB9	First Missouri State Bank	09/13/2019	248,000.00	1.850%	09/13/2024	248,000.00	1,722	245,406.84	1.85%	105
00257TBH8	Abacus FSB	09/19/2019	247,964.14	1.700%	09/18/2024	248,000.00	1,716	245,172.59	1.75%	110
06406RAL1	Bank of New York Mellon	11/27/2019	1,000,251.69	2.100%	10/24/2024	1,000,000.00	1,647	986,400.00	2.03%	146
88413QCK2	Third Federal Savings & Loan	11/26/2019	247,942.70	1.950%	11/25/2024	248,000.00	1,648	243,806.98	2.00%	178
3133EJ2E8	FFCB	02/22/2019	2,003,518.91	3.100%	12/06/2024	2,000,000.00	1,925	1,978,580.00	2.73%	189
07330NAT2	Truist Bank	12/06/2019	999,898.25	2.150%	12/06/2024	1,000,000.00	1,638	982,100.00	2.17%	189
24422EVC0	John Deere	03/13/2020	1,195,232.58	2.050%	01/09/2025	1,191,000.00	1,540	1,166,977.53	1.44%	223
69371RQ66	PACCAR	02/06/2020	999,889.75	1.800%	02/06/2025	1,000,000.00	1,576	976,120.00	1.96%	251
89236TGT6	Toyota Motor Credit	02/13/2020	999,906.20	1.800%	02/13/2025	1,000,000.00	1,569	974,750.00	1.81%	258
88579YBH3	3M	09/07/2022	808,481.30	2.000%	02/14/2025	820,000.00	632	799,368.80	4.04%	259
3130AQXY4	FHLB	02/28/2022	1,000,000.00	2.000%	02/28/2025	1,000,000.00	823	976,400.00	2.00%	273
3130A4CH3	FHLB	10/07/2020	2,029,471.52	2.375%	03/14/2025	2,000,000.00	1,332	1,957,260.00	0.49%	287
05465DAE8	Axos Bank	03/26/2020	247,918.78	1.650%	03/26/2025	248,000.00	1,527	240,265.33	1.69%	299
15118RUX3	Celtic Bank	04/17/2020	248,000.00	1.500%	04/17/2025	248,000.00	1,505	239,006.95	1.50%	321
15201QDE4	CenterState Bank	04/30/2020	247,890.22	1.250%	04/30/2025	248,000.00	1,492	238,190.78	1.30%	334
912828ZT0	U.S. Treasury	09/22/2021	1,992,889.54	0.250%	05/31/2025	2,000,000.00	982	1,904,980.00	0.61%	365
3134GXVY7	FHLMC	06/27/2022	2,000,000.00	4.000%	06/27/2025	2,000,000.00	704	1,978,420.00	4.00%	392
3136G4H63	FNMA	08/19/2020	2,000,000.00	0.550%	08/19/2025	2,000,000.00	1,381	1,894,860.00	0.55%	445
3130ANJA9	FHLB	08/25/2021	2,000,000.00	1.000%	08/25/2025	2,000,000.00	1,010	1,906,960.00	1.00%	451
05580AXF6	BMW Bank	09/25/2020	248,000.00	0.500%	09/25/2025	248,000.00	1,344	232,916.61	0.50%	482
3136G43L5	FNMA	09/30/2020	2,000,000.00	0.550%	09/30/2025	2,000,000.00	1,339	1,885,580.00	0.55%	487
3130ATJA6	FHLB	10/27/2022	2,000,000.00	5.000%	10/27/2025	2,000,000.00	582	2,002,120.00	5.00%	514
3135G06G3	FNMA	12/02/2020	1,999,201.45	0.500%	11/07/2025	2,000,000.00	1,276	1,875,740.00	0.53%	525
637639AE5	National Securities Clearing	01/07/2021	993,754.90	0.750%	12/07/2025	1,000,000.00	1,240	935,560.00	1.17%	555
637639AE5	National Securities Clearing	01/07/2021	1,001,238.27	0.750%	12/07/2025	1,000,000.00	1,240	935,560.00	0.66%	555
24422EVK2	John Deere	02/25/2021	997,863.37	0.700%	01/15/2026	1,000,000.00	1,191	931,920.00	0.83%	594
912828P46	U.S. Treasury	08/10/2022	1,949,774.90	1.625%	02/15/2026	2,000,000.00	660	1,891,180.00	3.15%	625

CUSIP	Issuer	Purchase Date	Book Value	Coupon Rate	Maturity Date	Remaining Par	Term	Market Value	Book YTM	Days to Maturity
91282CBW0	U.S. Treasury	05/04/2021	1,936,047.33	0.750%	04/30/2026	1,940,000.00	1,123	1,794,267.20	0.86%	699
05600XQB9	BMO Harris Bank NA	05/09/2023	247,764.87	4.600%	05/08/2026	248,000.00	388	245,708.96	4.65%	707
501798TW2	LCA Bank	05/18/2023	247,764.92	4.500%	05/18/2026	248,000.00	379	245,218.22	4.55%	717
020080CN5	Alma Bank	05/19/2023	247,763.59	4.500%	05/19/2026	248,000.00	378	245,294.74	4.55%	718
451245AP9	Idaho First Bank	05/19/2023	247,763.79	4.400%	05/19/2026	248,000.00	378	244,826.56	4.45%	718
06610QFC0	Bankers Bank/Oklahoma City OK	05/26/2023	247,762.39	4.500%	05/26/2026	248,000.00	371	245,323.43	4.55%	725
64952WED1	New York Life	06/09/2021	999,600.15	1.150%	06/09/2026	1,000,000.00	1,087	921,230.00	1.17%	739
3130AWLZ1	FHLB	11/28/2023	1,748,881.51	4.750%	06/12/2026	1,750,000.00	185	1,745,817.50	4.78%	742
89235MLC3	Toyota Financial Savings Bank	07/15/2021	248,000.00	0.950%	07/15/2026	248,000.00	1,051	227,612.05	0.95%	775
795451AK9	Sallie Mae Bank	08/11/2021	248,000.00	1.100%	08/11/2026	248,000.00	1,024	227,781.93	1.10%	802
14913R2Q9	Caterpillar	09/14/2021	999,187.50	1.150%	09/14/2026	1,000,000.00	990	915,340.00	1.19%	836
931142ER0	Walmart	09/17/2021	999,116.50	1.050%	09/17/2026	1,000,000.00	987	917,500.00	1.09%	839
3130APFQ3	FHLB	10/28/2021	1,994,445.16	1.100%	10/28/2026	2,000,000.00	946	1,827,340.00	1.10%	880
108622PJ4	Bridgewater Bank/Bloomington MN	11/06/2023	247,690.60	5.100%	11/03/2026	248,000.00	207	248,679.86	5.15%	886
90385LDQ9	Ultima Bank Minnesota	05/17/2023	247,707.27	4.400%	11/17/2026	248,000.00	380	244,689.67	4.45%	900
3130APPZ2	FHLB	11/23/2021	2,000,000.00	1.500%	11/23/2026	2,000,000.00	920	1,838,740.00	1.50%	906
94988J6F9	Wells Fargo Bank NA	12/11/2023	2,000,000.00	5.254%	12/11/2026	2,000,000.00	172	1,999,840.00	5.25%	924
3130AQA45	FHLB	12/21/2021	1,999,672.45	2.250%	12/21/2026	2,000,000.00	892	1,878,480.00	2.25%	934
31422BSE1	FAMCA	10/12/2023	1,855,704.93	1.900%	01/13/2027	2,000,000.00	232	1,860,760.00	4.87%	957
3133ENRD4	FFCB	03/18/2022	1,971,063.77	1.680%	03/10/2027	2,000,000.00	805	1,841,680.00	2.22%	1,013
91159HHR4	US Bancorp	02/14/2023	959,801.70	3.150%	04/27/2027	1,000,000.00	472	948,610.00	4.64%	1,061
912828X88	U.S. Treasury	05/23/2022	1,973,652.38	2.375%	05/15/2027	2,000,000.00	739	1,872,960.00	2.84%	1,079
06406RAD9	Bank of New York Mellon	06/29/2022	978,297.29	3.250%	05/16/2027	1,000,000.00	702	952,730.00	4.04%	1,080
254673E36	Discover Bank	05/27/2022	248,000.00	3.200%	05/24/2027	248,000.00	735	236,539.13	3.20%	1,088
32026US23	First Foundation Bank	06/21/2023	247,606.83	4.500%	06/21/2027	248,000.00	345	245,471.08	4.56%	1,116
910286GM9	United Fidelity Bank FSB	06/29/2023	247,640.15	4.550%	06/29/2027	248,000.00	337	246,209.00	4.60%	1,124
14042TJD0	Capital One Bank USA	08/04/2022	248,000.00	3.550%	08/03/2027	248,000.00	666	238,584.28	3.55%	1,159
3130AT2L0	FHLB	08/30/2022	1,500,000.00	4.050%	08/25/2027	1,500,000.00	640	1,457,790.00	4.05%	1,181
3130AT3P0	FHLB	09/28/2022	2,000,000.00	5.000%	09/14/2027	2,000,000.00	611	1,988,040.00	5.00%	1,201
06051GGA1	Bank of America	12/08/2023	946,472.65	3.248%	10/21/2027	1,000,000.00	175	942,840.00	4.98%	1,238
3130ATLL9	FHLB	10/28/2022	2,000,000.00	5.125%	10/28/2027	2,000,000.00	581	1,987,140.00	5.13%	1,245
023135CP9	Amazon	02/24/2023	1,986,806.44	4.550%	12/01/2027	2,000,000.00	462	1,981,260.00	4.76%	1,279
3130AMVK5	FHLB	12/29/2022	906,797.20	2.000%	12/29/2027	1,000,000.00	519	911,000.00	2.29%	1,307
89236TKQ7	Toyota Motor Credit	04/19/2024	982,774.77	4.625%	01/12/2028	1,000,000.00	42	987,420.00	5.15%	1,321
31422XW99	FAMCA	02/14/2023	1,995,265.49	3.850%	02/14/2028	2,000,000.00	472	1,946,120.00	3.92%	1,354
062119BK7	Bank Five Nine	03/20/2023	248,000.00	4.650%	03/20/2028	248,000.00	438	247,545.86	4.65%	1,389

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CUSIP	Issuer	Purchase Date	Book Value	Coupon Rate	Maturity Date	Remaining Par	Term	Market Value	Book YTM	Days to Maturity
61690U3V0	Morgan Stanley Bank	04/06/2023	247,966.48	4.650%	04/06/2028	248,000.00	421	247,436.69	4.65%	1,406
12547CAX6	CIBC Bank USA	04/14/2023	247,496.60	4.450%	04/13/2028	248,000.00	413	245,801.13	4.51%	1,413
571676AT2	Mars	05/05/2023	1,010,765.50	4.550%	04/20/2028	1,000,000.00	392	979,690.00	4.24%	1,420
91527PCD7	Univest Bank and Trust Co	06/21/2023	247,537.30	4.500%	06/21/2028	248,000.00	345	246,371.10	4.55%	1,482
3134GYUE0	FHLMC	06/30/2023	2,000,000.00	6.000%	06/28/2028	2,000,000.00	336	1,994,800.00	6.00%	1,489
459058KT9	IBRD	01/05/2024	1,953,592.41	3.500%	07/12/2028	2,000,000.00	147	1,912,360.00	4.12%	1,503
3133EN6W5	FFCB	02/08/2023	1,974,142.27	3.625%	07/24/2028	2,000,000.00	478	1,927,300.00	3.97%	1,515
3133EPUN3	FFCB	09/05/2023	2,022,578.39	4.500%	08/28/2028	2,005,000.00	269	1,995,937.40	4.27%	1,550
61768EE82	Morgan Stanley Private Bank	11/08/2023	247,502.77	5.050%	11/08/2028	248,000.00	205	252,018.13	5.10%	1,622
90355GHQ2	UBS Bank USA	11/08/2023	247,503.33	5.000%	11/08/2028	248,000.00	205	251,656.39	5.05%	1,622
02589AF98	American Express National Bank	11/08/2023	247,498.54	5.000%	11/08/2028	248,000.00	205	251,029.53	5.05%	1,622
87164Y3Z5	Synchrony Bank	11/17/2023	247,501.70	4.900%	11/17/2028	248,000.00	196	250,670.34	4.95%	1,631
8562834U7	State Bank of India	11/24/2023	247,504.34	5.000%	11/24/2028	248,000.00	189	254,594.95	5.05%	1,638
6944PL2Z1	Pacific Life Global Funding II	01/16/2024	2,003,569.63	4.900%	01/11/2029	2,000,000.00	136	1,969,640.00	4.86%	1,686
3133EP3B9	FFCB	02/22/2024	1,784,462.23	4.125%	02/13/2029	1,800,000.00	99	1,767,960.00	4.33%	1,719
146102AP3	Carter Bank & Trust	03/20/2024	247,461.79	4.300%	03/20/2029	248,000.00	72	244,486.40	4.35%	1,754
3133ERDH1	FFCB	05/06/2024	1,318,101.62	4.750%	04/30/2029	1,300,000.00	25	1,308,580.00	4.43%	1,795
3133ERDH1	FFCB	05/06/2024	2,017,036.13	4.750%	04/30/2029	2,000,000.00	25	2,013,200.00	4.55%	1,795
3130AQRW5	FHLB	02/07/2023	1,658,502.75	2.400%	02/17/2032	1,900,000.00	479	1,590,547.00	4.36%	2,818
3130ATS65	FHLB	09/22/2023	1,006,242.34	4.875%	09/10/2032	1,000,000.00	252	1,005,930.00	4.78%	3,024
3130AV4X7	FHLB	10/24/2023	464,109.72	4.375%	03/11/2033	500,000.00	220	484,570.00	5.41%	3,206
3133EPGG4	FFCB	05/05/2023	1,047,397.39	4.000%	04/20/2033	1,040,000.00	392	978,546.40	3.90%	3,246
Net Maturities and Averages			**153,461,403.25**			**154,319,516.23**		**150,683,260.98**	**3.83%**	**617**

Summary by Issuer

Douglas County **May 31, 2024**

Issuer	Number of Investments	Par Value	Book Value	% of Portfolio	Book YTM	Days to Maturity
Nevada LGIP	1	37,586,155.91	37,586,155.91	24.49	5.30	1
FHLB	15	24,650,000.00	24,308,122.63	15.84	3.13	1,093
U.S. Treasury	6	23,175,000.00	23,016,074.11	15.00	4.20	269
FFCB	12	22,045,000.00	22,038,898.38	14.36	3.08	973
FNMA	3	6,000,000.00	5,999,201.45	3.91	0.54	486
FHLMC	2	4,000,000.00	4,000,000.00	2.61	5.00	941
FAMCA	2	4,000,000.00	3,850,970.42	2.51	4.38	1,163
John Deere	2	2,191,000.00	2,193,095.95	1.43	1.16	392
Pacific Life Global Funding II	1	2,000,000.00	2,003,569.63	1.31	4.86	1,686
Wells Fargo	1	2,000,000.00	2,000,000.00	1.30	5.25	924
National Securities Clearing	2	2,000,000.00	1,994,993.16	1.30	0.91	555
Amazon	1	2,000,000.00	1,986,806.44	1.29	4.76	1,279
Toyota	2	2,000,000.00	1,982,680.97	1.29	3.47	785
Bank of New York Mellon	2	2,000,000.00	1,978,548.98	1.29	3.02	608
IBRD	1	2,000,000.00	1,953,592.41	1.27	4.12	1,503
Mars	1	1,000,000.00	1,010,765.50	0.66	4.24	1,420
Truist Financial	1	1,000,000.00	999,898.25	0.65	2.17	189
PACCAR	1	1,000,000.00	999,889.75	0.65	1.96	251
New York Life	1	1,000,000.00	999,600.15	0.65	1.17	739
Caterpillar	1	1,000,000.00	999,187.50	0.65	1.19	836
Walmart	1	1,000,000.00	999,116.50	0.65	1.09	839
US Bancorp	1	1,000,000.00	959,801.70	0.63	4.64	1,061
Bank of America	1	1,000,000.00	946,472.65	0.62	4.98	1,238
3M	1	820,000.00	808,481.30	0.53	4.04	259
Bank Five Nine	1	248,000.00	248,000.00	0.16	4.65	1,389
Celtic Bank	1	248,000.00	248,000.00	0.16	1.50	321
BMW Bank	1	248,000.00	248,000.00	0.16	0.50	482
Capital One Bank USA	1	248,000.00	248,000.00	0.16	3.55	1,159
Discover Bank	1	248,000.00	248,000.00	0.16	3.20	1,088
First Missouri State Bank	1	248,000.00	248,000.00	0.16	1.85	105
Toyota Financial Savings Bank	1	248,000.00	248,000.00	0.16	0.95	775
Sallie Mae Bank	1	248,000.00	248,000.00	0.16	1.10	802
Third Federal Savings & Loan	1	248,000.00	247,942.70	0.16	2.00	178
Morgan Stanley Bank	1	248,000.00	247,966.48	0.16	4.65	1,406
Logan State Bank	1	248,000.00	247,966.10	0.16	1.80	104
CenterState Bank	1	248,000.00	247,890.22	0.16	1.30	334

Issuer	Number of Investments	Par Value	Book Value	% of Portfolio	Book YTM	Days to Maturity
Axos Bank	1	248,000.00	247,918.78	0.16	1.69	299
Abacus FSB	1	248,000.00	247,964.14	0.16	1.75	110
Alma Bank	1	248,000.00	247,763.59	0.16	4.55	718
Bankers Bank/Oklahoma City OK	1	248,000.00	247,762.39	0.16	4.55	725
BMO Harris Bank NA	1	248,000.00	247,764.87	0.16	4.65	707
Bridgewater Bank/Bloomington MN	1	248,000.00	247,690.60	0.16	5.15	886
Idaho First Bank	1	248,000.00	247,763.79	0.16	4.45	718
LCA Bank	1	248,000.00	247,764.92	0.16	4.55	717
Ultima Bank Minnesota	1	248,000.00	247,707.27	0.16	4.45	900
United Fidelity Bank FSB	1	248,000.00	247,640.15	0.16	4.60	1,124
Univest Bank and Trust Co	1	248,000.00	247,537.30	0.16	4.55	1,482
First Foundation Bank	1	248,000.00	247,606.83	0.16	4.56	1,116
Morgan Stanley Private Bank	1	248,000.00	247,502.77	0.16	5.10	1,622
Carter Bank & Trust	1	248,000.00	247,461.79	0.16	4.35	1,754
CIBC Bank USA	1	248,000.00	247,496.60	0.16	4.51	1,413
American Express National Bank	1	248,000.00	247,498.54	0.16	5.05	1,622
UBS Bank USA	1	248,000.00	247,503.33	0.16	5.05	1,622
State Bank of India	1	248,000.00	247,504.34	0.16	5.05	1,638
Synchrony Bank	1	248,000.00	247,501.70	0.16	4.95	1,631
Dreyfus Govt Cash Mgmt MMF	1	164,360.32	164,360.32	0.11	5.19	1
Total and Average	**94**	**154,319,516.23**	**153,461,403.25**	**100.00%**	**3.83**	**617**

Income Earned Summary

Douglas County **May 31, 2024**

	May 31 Month End	Fiscal Year To Date
Interest		
Interest Received/Purchased	280,772.95	3,353,796.99
Plus Accrued Interest at End of Period	937,449.93	937,449.93
Less Accrued Interest at Beginning of Period	-804,520.37	-562,633.97
Interest Earned During Period	**413,702.51**	**3,728,612.95**
Total Adjustments for Amortization/Accretion	**61,323.47**	**983,487.79**
Total Capital Gains or Losses	**0.00**	**9,158.05**
Total Earnings During Period	**475,025.98**	**4,721,258.79**

CUSIP	Issuer	Maturity Date	Ending Par Value	Beginning Book Value	Ending Book Value	Beginning Accrued	Int.Received /Purchased	Ending Accrued	Interest Earned	Amortization/ Accretion	Net Income Earned
Certificates of Deposit											
54111LAK2	Logan State Bank	09/12/2024	248,000.00	247,956.00	247,966.10	225.92	356.71	237.81	368.60	10.10	378.70
32100LCB9	First Missouri State Bank	09/13/2024	248,000.00	248,000.00	248,000.00	615.92	0.00	1,005.59	389.67	0.00	389.67
00257TBH8	Abacus FSB	09/18/2024	248,000.00	247,954.04	247,964.14	150.16	346.52	161.71	358.07	10.10	368.17
88413QCK2	Third Federal Savings & Loan	11/25/2024	248,000.00	247,932.73	247,942.70	2,093.39	2,411.38	92.75	410.74	9.98	420.72
05465DAE8	Axos Bank	03/26/2025	248,000.00	247,910.36	247,918.78	56.05	336.33	67.27	347.55	8.42	355.97
15118RUX3	Celtic Bank	04/17/2025	248,000.00	248,000.00	248,000.00	142.68	305.75	152.88	315.95	0.00	315.95
15201QDE4	CenterState Bank	04/30/2025	248,000.00	247,880.03	247,890.22	8.49	0.00	271.78	263.29	10.19	273.48
05580AXF6	BMW Bank	09/25/2025	248,000.00	248,000.00	248,000.00	125.70	0.00	231.01	105.31	0.00	105.31
05600XQB9	BMO Harris Bank NA	05/08/2026	248,000.00	247,759.46	247,764.87	5,438.33	5,688.37	718.86	968.90	5.41	974.31
501798TW2	LCA Bank	05/18/2026	248,000.00	247,753.64	247,764.92	5,044.93	5,564.71	428.05	947.83	11.28	959.11
020080CN5	Alma Bank	05/19/2026	248,000.00	247,752.61	247,763.59	366.90	917.26	397.48	947.84	10.98	958.82
451245AP9	Idaho First Bank	05/19/2026	248,000.00	247,752.84	247,763.79	358.75	896.88	388.65	926.78	10.95	937.73
06610QFC0	Bankers Bank/Oklahoma City OK	05/26/2026	248,000.00	247,749.85	247,762.39	152.88	917.26	183.45	947.83	12.54	960.37
89235MLC3	Toyota Financial Savings Bank	07/15/2026	248,000.00	248,000.00	248,000.00	690.66	0.00	890.76	200.10	0.00	200.10
795451AK9	Sallie Mae Bank	08/11/2026	248,000.00	248,000.00	248,000.00	597.92	0.00	829.61	231.69	0.00	231.69
108622PJ4	Bridgewater Bank/Bloomington MN	11/03/2026	248,000.00	247,683.57	247,690.60	970.26	1,039.56	1,004.91	1,074.21	7.02	1,081.23
90385LDQ9	Ultima Bank Minnesota	11/17/2026	248,000.00	247,696.95	247,707.27	418.54	896.88	448.44	926.78	10.32	937.10
254673E36	Discover Bank	05/24/2027	248,000.00	248,000.00	248,000.00	3,457.05	3,957.13	173.94	674.02	0.00	674.02
32026US23	First Foundation Bank	06/21/2027	248,000.00	247,590.35	247,606.83	4,035.95	0.00	4,983.78	947.83	16.47	964.30
910286GM9	United Fidelity Bank FSB	06/29/2027	248,000.00	247,630.78	247,640.15	61.83	927.45	92.75	958.37	9.36	967.73
14042TJD0	Capital One Bank USA	08/03/2027	248,000.00	248,000.00	248,000.00	2,122.61	0.00	2,870.35	747.74	0.00	747.74
062119BK7	Bank Five Nine	03/20/2028	248,000.00	248,000.00	248,000.00	347.54	947.84	379.13	979.43	0.00	979.43
61690U3V0	Morgan Stanley Bank	04/06/2028	248,000.00	247,972.47	247,966.48	789.86	0.00	1,769.29	979.43	-5.99	973.44
12547CAX6	CIBC Bank USA	04/13/2028	248,000.00	247,493.45	247,496.60	514.01	0.00	1,451.31	937.30	3.15	940.45
91527PCD7	Univest Bank and Trust Co	06/21/2028	248,000.00	247,527.38	247,537.30	305.75	917.26	336.33	947.84	9.92	957.76
02589AF98	American Express National Bank	11/08/2028	248,000.00	247,495.04	247,498.54	5,945.21	6,183.01	815.34	1,053.14	3.51	1,056.65
90355GHQ2	UBS Bank USA	11/08/2028	248,000.00	247,496.47	247,503.33	781.37	1,019.18	815.34	1,053.15	6.86	1,060.01
61768EE82	Morgan Stanley Private Bank	11/08/2028	248,000.00	247,499.45	247,502.77	6,004.66	6,244.84	823.50	1,063.68	3.32	1,067.00
87164Y3Z5	Synchrony Bank	11/17/2028	248,000.00	247,491.97	247,501.70	5,526.66	6,059.35	499.40	1,032.09	9.73	1,041.82
8562834U7	State Bank of India	11/24/2028	248,000.00	247,489.72	247,504.34	5,401.64	6,183.01	271.78	1,053.15	14.62	1,067.77
146102AP3	Carter Bank & Trust	03/20/2029	248,000.00	247,452.12	247,461.79	321.38	876.49	350.60	905.71	9.67	915.38
Certificates of Deposit - Sub Total			**7,688,000.00**	**7,680,921.27**	**7,681,119.20**	**53,073.00**	**52,993.17**	**23,143.85**	**23,064.02**	**197.93**	**23,261.95**
Corporate Bonds											

CUSIP	Issuer	Maturity Date	Ending Par Value	Beginning Book Value	Ending Book Value	Beginning Accrued	Int.Received /Purchased	Ending Accrued	Interest Earned	Amortization/ Accretion	Net Income Earned
Corporate Bonds											
06406RAL1	Bank of New York Mellon	10/24/2024	1,000,000.00	1,000,306.25	1,000,251.69	408.33	0.00	2,158.33	1,750.00	-54.56	1,695.44
07330NAT2	Truist Bank	12/06/2024	1,000,000.00	999,881.20	999,898.25	8,659.72	0.00	10,451.39	1,791.67	17.05	1,808.72
24422EVC0	John Deere	01/09/2025	1,191,000.00	1,195,834.46	1,195,232.58	7,595.93	0.00	9,630.56	2,034.63	-601.88	1,432.75
69371RQ66	PACCAR	02/06/2025	1,000,000.00	999,875.80	999,889.75	4,250.00	0.00	5,750.00	1,500.00	13.95	1,513.95
89236TGT6	Toyota Motor Credit	02/13/2025	1,000,000.00	999,894.66	999,906.20	3,900.00	0.00	5,400.00	1,500.00	11.54	1,511.54
88579YBH3	3M	02/14/2025	820,000.00	807,094.25	808,481.30	3,507.78	0.00	4,874.44	1,366.66	1,387.05	2,753.71
637639AE5	National Securities Clearing	12/07/2025	2,000,000.00	1,994,715.02	1,994,993.16	6,000.00	0.00	7,250.00	1,250.00	278.15	1,528.15
24422EVK2	John Deere	01/15/2026	1,000,000.00	997,750.40	997,863.37	2,061.11	0.00	2,644.44	583.33	112.97	696.30
64952WED1	New York Life	06/09/2026	1,000,000.00	999,581.23	999,600.15	4,536.11	0.00	5,494.44	958.33	18.92	977.25
14913R2Q9	Caterpillar	09/14/2026	1,000,000.00	999,158.40	999,187.50	1,501.39	0.00	2,459.72	958.33	29.09	987.42
931142ER0	Walmart	09/17/2026	1,000,000.00	999,084.76	999,116.50	1,283.33	0.00	2,158.33	875.00	31.74	906.74
94988J6F9	Wells Fargo Bank NA	12/11/2026	2,000,000.00	2,000,000.00	2,000,000.00	40,864.44	0.00	49,621.11	8,756.67	0.00	8,756.67
91159HHR4	US Bancorp	04/27/2027	1,000,000.00	958,715.68	959,801.70	350.00	0.00	2,975.00	2,625.00	1,086.02	3,711.02
06406RAD9	Bank of New York Mellon	05/16/2027	1,000,000.00	977,702.71	978,297.29	14,895.83	16,250.00	1,354.17	2,708.34	594.58	3,302.92
06051GGA1	Bank of America	10/21/2027	1,000,000.00	945,251.26	946,472.65	902.22	0.00	3,608.89	2,706.67	1,221.39	3,928.06
023135CP9	Amazon	12/01/2027	2,000,000.00	1,986,431.98	1,986,806.44	37,916.67	0.00	45,500.00	7,583.33	374.46	7,957.79
89236TKQ7	Toyota Motor Credit	01/12/2028	1,000,000.00	982,384.04	982,774.77	14,003.47	0.00	17,857.64	3,854.17	390.72	4,244.89
571676AT2	Mars	04/20/2028	1,000,000.00	1,011,006.92	1,010,765.50	1,390.28	0.00	5,181.94	3,791.66	-241.42	3,550.24
6944PL2Z1	Pacific Life Global Funding II	01/11/2029	2,000,000.00	2,003,592.08	2,003,569.63	29,944.44	0.00	38,111.11	8,166.67	-22.45	8,144.22
Corporate Bonds - Sub Total			**23,011,000.00**	**22,858,261.09**	**22,862,908.41**	**183,971.05**	**16,250.00**	**222,481.51**	**54,760.46**	**4,647.32**	**59,407.78**
Local Government Investment Pool											
NV LGIP	Nevada LGIP	06/01/2024	37,586,155.91	37,423,523.38	37,586,155.91	162,632.53	162,632.53	171,389.91	171,389.91	0.00	171,389.91
Local Government Investment Pool - Sub Total			**37,586,155.91**	**37,423,523.38**	**37,586,155.91**	**162,632.53**	**162,632.53**	**171,389.91**	**171,389.91**	**0.00**	**171,389.91**
Money Market Funds											
DGCXX	Dreyfus Govt Cash Mgmt MMF	06/01/2024	164,360.32	3,381,758.90	164,360.32	7,146.55	7,146.55	4,890.84	4,890.84	0.00	4,890.84
Money Market Funds - Sub Total			**164,360.32**	**3,381,758.90**	**164,360.32**	**7,146.55**	**7,146.55**	**4,890.84**	**4,890.84**	**0.00**	**4,890.84**
Supranational Securities											
459058KT9	IBRD	07/12/2028	2,000,000.00	1,952,680.15	1,953,592.41	21,194.44	0.00	27,027.78	5,833.34	912.26	6,745.60
Supranational Securities - Sub Total			**2,000,000.00**	**1,952,680.15**	**1,953,592.41**	**21,194.44**	**0.00**	**27,027.78**	**5,833.34**	**912.26**	**6,745.60**

CUSIP	Issuer	Maturity Date	Ending Par Value	Beginning Book Value	Ending Book Value	Beginning Accrued	Int.Received /Purchased	Ending Accrued	Interest Earned	Amortization/ Accretion	Net Income Earned
U.S. Agencies											
3133EKQU3	FFCB	06/13/2024	1,900,000.00	1,899,923.86	1,899,978.75	14,202.50	0.00	17,290.00	3,087.50	54.89	3,142.39
3133EKWV4	FFCB	07/26/2024	2,000,000.00	1,999,578.85	1,999,730.66	9,763.89	0.00	12,847.22	3,083.33	151.81	3,235.14
3133EKA63	FFCB	08/16/2024	2,000,000.00	1,999,627.82	1,999,736.67	6,666.67	0.00	9,333.33	2,666.66	108.84	2,775.50
3133EKQA7	FFCB	09/10/2024	2,000,000.00	2,001,512.19	2,001,151.59	5,893.33	0.00	9,360.00	3,466.67	-360.60	3,106.07
3133EJ2E8	FFCB	12/06/2024	2,000,000.00	2,004,108.56	2,003,518.91	24,972.22	0.00	30,138.89	5,166.67	-589.65	4,577.02
3130AQXY4	FHLB	02/28/2025	1,000,000.00	1,000,000.00	1,000,000.00	3,500.00	0.00	5,166.67	1,666.67	0.00	1,666.67
3130A4CH3	FHLB	03/14/2025	2,000,000.00	2,032,695.28	2,029,471.52	6,201.39	0.00	10,159.72	3,958.33	-3,223.77	734.56
3134GXVY7	FHLMC	06/27/2025	2,000,000.00	2,000,000.00	2,000,000.00	27,555.56	0.00	34,222.22	6,666.66	0.00	6,666.66
3136G4H63	FNMA	08/19/2025	2,000,000.00	2,000,000.00	2,000,000.00	2,200.00	0.00	3,116.67	916.67	0.00	916.67
3130ANJA9	FHLB	08/25/2025	2,000,000.00	2,000,000.00	2,000,000.00	3,666.67	0.00	5,333.33	1,666.66	0.00	1,666.66
3136G43L5	FNMA	09/30/2025	2,000,000.00	2,000,000.00	2,000,000.00	947.22	0.00	1,863.89	916.67	0.00	916.67
3130ATJA6	FHLB	10/27/2025	2,000,000.00	2,000,000.00	2,000,000.00	1,111.11	0.00	9,444.44	8,333.33	0.00	8,333.33
3135G06G3	FNMA	11/07/2025	2,000,000.00	1,999,154.23	1,999,201.45	4,833.33	5,000.00	666.67	833.34	47.22	880.56
3130AWLZ1	FHLB	06/12/2026	1,750,000.00	1,748,777.79	1,748,881.51	32,095.49	0.00	39,022.57	6,927.08	103.72	7,030.80
3130APFQ3	FHLB	10/28/2026	2,000,000.00	1,994,514.42	1,994,445.16	183.33	0.00	2,016.67	1,833.34	-69.26	1,764.08
3130APPZ2	FHLB	11/23/2026	2,000,000.00	2,000,000.00	2,000,000.00	13,166.67	15,000.00	666.67	2,500.00	0.00	2,500.00
3130AQA45	FHLB	12/21/2026	2,000,000.00	1,999,648.98	1,999,672.45	16,250.00	0.00	20,000.00	3,750.00	23.47	3,773.47
31422BSE1	FAMCA	01/13/2027	2,000,000.00	1,851,245.29	1,855,704.93	11,400.00	0.00	14,566.67	3,166.67	4,459.64	7,626.31
3133ENRD4	FFCB	03/10/2027	2,000,000.00	1,970,198.95	1,971,063.77	4,760.00	0.00	7,560.00	2,800.00	864.82	3,664.82
3130AT2L0	FHLB	08/25/2027	1,500,000.00	1,500,000.00	1,500,000.00	11,137.50	0.00	16,200.00	5,062.50	0.00	5,062.50
3130AT3P0	FHLB	09/14/2027	2,000,000.00	2,000,000.00	2,000,000.00	13,055.56	0.00	21,388.89	8,333.33	0.00	8,333.33
3130ATLL9	FHLB	10/28/2027	2,000,000.00	2,000,000.00	2,000,000.00	854.17	0.00	9,395.83	8,541.66	0.00	8,541.66
3130AMVK5	FHLB	12/29/2027	1,000,000.00	904,746.05	906,797.20	1,777.78	0.00	3,444.44	1,666.66	2,051.15	3,717.81
31422XW99	FAMCA	02/14/2028	2,000,000.00	1,995,164.25	1,995,265.49	16,469.44	0.00	22,886.11	6,416.67	101.24	6,517.91
3134GYUE0	FHLMC	06/28/2028	2,000,000.00	2,000,000.00	2,000,000.00	41,000.00	0.00	51,000.00	10,000.00	0.00	10,000.00
3133EN6W5	FFCB	07/24/2028	2,000,000.00	1,973,635.59	1,974,142.27	19,534.72	0.00	25,576.39	6,041.67	506.68	6,548.35
3133EPUN3	FFCB	08/28/2028	2,005,000.00	2,022,917.37	2,022,578.39	15,789.38	0.00	23,308.12	7,518.74	-338.98	7,179.76
3133EP3B9	FFCB	02/13/2029	1,800,000.00	1,784,205.51	1,784,462.23	16,087.50	0.00	22,275.00	6,187.50	256.72	6,444.22
3133ERDH1	FFCB	04/30/2029	3,300,000.00	0.00	3,335,137.76	0.00	-4,499.30	13,497.92	8,998.62	-401.24	8,597.38
3130AQRW5	FHLB	02/17/2032	1,900,000.00	1,656,234.95	1,658,502.75	9,373.33	0.00	13,173.33	3,800.00	2,267.80	6,067.80
3130ATS65	FHLB	09/10/2032	1,000,000.00	1,006,309.49	1,006,242.34	6,906.25	0.00	10,968.75	4,062.50	-67.15	3,995.35
3130AV4X7	FHLB	03/11/2033	500,000.00	463,841.80	464,109.72	3,038.19	0.00	4,861.11	1,822.92	267.92	2,090.84
3133EPGG4	FFCB	04/20/2033	1,040,000.00	1,047,482.44	1,047,397.39	1,271.11	0.00	4,737.78	3,466.67	-85.04	3,381.63
U.S. Agencies - Sub Total			**60,695,000.00**	**56,855,523.67**	**60,197,192.89**	**345,664.31**	**15,500.70**	**475,489.30**	**145,325.69**	**6,130.21**	**151,455.90**

CUSIP	Issuer	Maturity Date	Ending Par Value	Beginning Book Value	Ending Book Value	Beginning Accrued	Int.Received /Purchased	Ending Accrued	Interest Earned	Amortization/ Accretion	Net Income Earned
U.S. Treasuries											
912797JS7	U.S. Treasury	07/18/2024	10,135,000.00	10,018,199.05	10,063,709.94	0.00	0.00	0.00	0.00	45,510.89	45,510.89
912797JT5	U.S. Treasury	07/25/2024	5,100,000.00	5,100,000.00	5,100,000.00	0.00	0.00	0.00	0.00	0.00	0.00
912828ZT0	U.S. Treasury	05/31/2025	2,000,000.00	1,992,288.74	1,992,889.54	2,090.16	2,500.00	13.66	423.50	600.81	1,024.31
912828P46	U.S. Treasury	02/15/2026	2,000,000.00	1,947,342.75	1,949,774.90	6,785.71	0.00	9,553.57	2,767.86	2,432.16	5,200.02
91282CBW0	U.S. Treasury	04/30/2026	1,940,000.00	1,935,877.29	1,936,047.33	39.54	0.00	1,265.22	1,225.68	170.05	1,395.73
912828X88	U.S. Treasury	05/15/2027	2,000,000.00	1,972,930.54	1,973,652.38	21,923.08	23,750.00	2,194.29	4,021.21	721.84	4,743.05
U.S. Treasuries - Sub Total			**23,175,000.00**	**22,966,638.36**	**23,016,074.11**	**30,838.49**	**26,250.00**	**13,026.74**	**8,438.25**	**49,435.75**	**57,874.00**
Grand Total			**154,319,516.23**	**153,119,306.83**	**153,461,403.25**	**804,520.37**	**280,772.95**	**937,449.93**	**413,702.51**	**61,323.47**	**475,025.98**

CUSIP / Issuer	Purchase Date	Par Value / Coupon Rate	Sale Date / Maturity Date	Days Held / Term	Book Value	Maturity/Sales Proceeds	Realized Gain/Loss
Total		0.00			0.00	0.00	0.00
Grand Total		0.00			0.00	0.00	0.00

Transaction Report

Douglas County

May 01, 2024 - May 31, 2024

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
05/01/2024	Interest	NV LGIP	NV LGIP		-	-	162,632.53	-	-
05/02/2024	Interest	DGCXX	DGCXX		-	-	7,146.55	-	-
05/03/2024	Interest	108622PJ4	BRIDWA 5.1 11/03/26	11/03/2026	-	-	1,039.56	-	-
05/06/2024	Purchase	3133ERDH1	FFCB 4 3/4 04/30/29	04/30/2029	-2,017,300.00	-	-1,583.33	-	-
05/07/2024	Interest	3135G06G3	FNMA 0 1/2 11/07/25	11/07/2025	-	-	5,000.00	-	-
05/08/2024	Interest	61768EE82	MS 5.05 11/08/28	11/08/2028	-	-	6,244.84	-	-
05/08/2024	Interest	90355GHQ2	UBS 5 11/08/28	11/08/2028	-	-	1,019.18	-	-
05/08/2024	Interest	02589AF98	AXP 5 11/08/28	11/08/2028	-	-	6,183.01	-	-
05/09/2024	Interest	05600XQB9	BMO 4.6 05/08/26	05/08/2026	-	-	5,688.37	-	-
05/13/2024	Interest	54111LAK2	FNBLGN 1 3/4 09/12/24	09/12/2024	-	-	356.71	-	-
05/15/2024	Interest	912828X88	T 2 3/8 05/15/27	05/15/2027	-	-	23,750.00	-	-
05/16/2024	Interest	06406RAD9	BK 3 1/4 05/16/27	05/16/2027	-	-	16,250.00	-	-
05/17/2024	Interest	90385LDQ9	ULTMAM 4.4 11/17/26	11/17/2026	-	-	896.88	-	-
05/17/2024	Interest	15118RUX3	CELTIC 1 1/2 04/17/25	04/17/2025	-	-	305.75	-	-
05/17/2024	Interest	87164Y3Z5	SYF 4.9 11/17/28	11/17/2028	-	-	6,059.35	-	-
05/17/2024	Purchase	3133ERDH1	FFCB 4 3/4 04/30/29	04/30/2029	-1,318,239.00	-	-2,915.97	-	-
05/20/2024	Interest	146102AP3	CARE 4.3 03/20/29	03/20/2029	-	-	876.49	-	-
05/20/2024	Interest	00257TBH8	ABASVG 1.7 09/18/24	09/18/2024	-	-	346.52	-	-
05/20/2024	Interest	501798TW2	LCABNK 4 1/2 05/18/26	05/18/2026	-	-	5,564.71	-	-
05/20/2024	Interest	020080CN5	ALMABK 4 1/2 05/19/26	05/19/2026	-	-	917.26	-	-
05/20/2024	Interest	451245AP9	IDFIBA 4.4 05/19/26	05/19/2026	-	-	896.88	-	-
05/20/2024	Interest	062119BK7	FBFCEN 4.65 03/20/28	03/20/2028	-	-	947.84	-	-
05/21/2024	Interest	91527PCD7	UNIBKT 4 1/2 06/21/28	06/21/2028	-	-	917.26	-	-
05/23/2024	Interest	3130APPZ2	FHLB 1 1/2 11/23/26	11/23/2026	-	-	15,000.00	-	-
05/24/2024	Interest	8562834U7	SBIIN 5 11/24/28	11/24/2028	-	-	6,183.01	-	-
05/24/2024	Interest	254673E36	DFS 3.2 05/24/27	05/24/2027	-	-	3,957.13	-	-
05/28/2024	Interest	06610QFC0	BNKROK 4 1/2 05/26/26	05/26/2026	-	-	917.26	-	-
05/28/2024	Interest	05465DAE8	BOFI 1.65 03/26/25	03/26/2025	-	-	336.33	-	-
05/28/2024	Interest	88413QCK2	THFDSL 1.95 11/25/24	11/25/2024	-	-	2,411.38	-	-
05/29/2024	Interest	910286GM9	FFED 4.55 06/29/27	06/29/2027	-	-	927.45	-	-
05/31/2024	Interest	912828ZT0	T 0 1/4 05/31/25	05/31/2025	-	-	2,500.00	-	-
Grand Total:					**-3,335,539.00**	**0.00**	**280,772.95**	**0.00**	**0.00**

Custom Benchmark: 30 Month Moving Average of the ICE BofA 0-5Yr Treasury Index

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AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $337,166 contract with Four Point Engineering Inc. for the installation of a pre-manufactured bathroom building and the construction of an asphalt path around Herbig Park; and authorize the County Manager to execute the contract; and authorize the Community Services Director to approve change orders up to 5% of the original contract price. (Ryan Stanton)

RECOMMENDED MOTION:
Approve a $337,166 contract with Four Point Engineering Inc. for the installation of a pre-manufactured bathroom building and the construction of an asphalt path around Herbig Park; and authorize the County Manager to execute the contract; and authorize the Community Services Director to approve change orders up to 5% of the original contract price.

FINANCIAL IMPACT:
Funds are currently budgeted in the Capital Projects account (234-806 562.000) under project number 24P04 with a balance of $244,586.22 and the Residential Construction Tax Account (420-440 563.308) under project number 23P04 (Herbig Beautification) with a balance of $77,474.80 and project number 23P05 (Pathway Pavers) with a balance of $53,676.57 within the Parks Division. Upon approval of this item, the Community Services Department will request a purchase order from the Finance Department, which will be used to track all of the expenses related to the project.

BACKGROUND:
The Herbig Park restroom facility has been listed in the Department's Capital Improvement Plan (CIP). Funding was approved by the County Commissioners in the Fiscal Year 2023-24 budget as recommended by the Douglas County Parks and Recreation Advisory Board. Two bids were submitted for this project and Four Point Engineering Inc. was the lowest responsive bidder. Approval of this contract will start the construction and installation of a bathroom building and construction of an asphalt pathway around Herbig Park. Bid documents can be found here: Herbig Park Bathroom Improvements - Douglas County, Nevada (douglascountynv.gov).

ATTACHMENTS:
Bid Tally.doc
Herbig Park Bathroom Improvements.pdf

Bid Tally

Herbig Park Bathroom Improvements

PWP 2024-405

June 20, 2024
2:00 pm

Douglas County Parks Department
1323 Waterloo Lane
Gardnerville NV 89410

Name		Amount
1.Four PointEngineering	Base Bid	$131,316.00
	Additive Alternate One	$77,480.00
	Additive Alternate Two	$128,370.00
2.Coons Construction	Base Bid	$206,162.73
	Additive Alternate One	$111,901.60
	Additive Alternate Two	$134,400.00
3.	Base Bid	
	Additive Alternate One	
	Additive Alternate Two	
4.	Base Bid	
	Additive Alternate One	
	Additive Alternate Two	

AGREEMENT
BETWEEN
DOUGLAS COUNTY,
AND
Four Point Engineering Inc.

ON THE BASIS OF A STIPULATED PRICE

Whereas, Douglas County (hereinafter OWNER) is a political subdivision of the State of Nevada, and is statutorily authorized to enter into contracts for construction projects, and;

Whereas Four Point Engineering Inc. (hereinafter CONTRACTOR) is a construction company licensed as a contractor in Nevada, and;

Whereas CONTRACTOR has submitted a bid in accord with the **Herbig Park Bathroom improvements** Construction Specifications and Contract Documents (hereinafter Contract Documents) as prepared by OWNER; and

Whereas, CONTRACTOR submitted a responsive and responsible Bid in the amount of **$ 377,166.00** for the **Herbig Park Bathroom Improvements** as outlined in the Contract Documents.

Now therefore, it is the intention of the OWNER and CONTRACTOR to enter into an Agreement to have CONTRACTOR complete all of the work as specified or indicated in the Contract Documents.

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Bathroom Civil Improvements

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Bathroom Civil Improveemnts

ARTICLE 3 – ENGINEER

The Project has been designed by:

LUMOS AND ASSOCIATES INC.
950 SANDHILL ROAD SUITE 100
RENO NV 89521

3.01
Who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

The Project will be administered by:

Scott McCullough, Project Manager
Douglas County
P.O. Box 218
Minden, NV 89423

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within **90 calendar days** of issuance of Notice to Proceed, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **30 calendar days** of issuance of Certificate of Substantial Completion.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER o five-hundred dollars ($500) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred and fifty dollars ($250) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Article 14 of the General Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. for all Unit Price Work, an amount equal to the stipulated sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. as provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of* Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments;* Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the Friday following either the first or third Thursday of each month, depending upon the timing of submittals and approvals, as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with NRS 338.525 or paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 97.5% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate that was in place at the time of the execution of the project. The interest rate shall be determined by the interest rate paid by Bank of America, Minden branch on a certificate of deposit time deposit.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any 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 Documents.

G. CONTRACTOR 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 Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);

2. Performance Bond (pages 1 to 2, and attachments inclusive);

3. Payment Bonds (pages 1 to 2, and attachments inclusive);

4. General Conditions (pages 1 to 44, inclusive, attached and incorporated);

5. Supplementary Conditions (pages 1 to 17, inclusive, attached and incorporated);

6. Specifications as listed in table of contents of the Project Manual (not attached);

7. Drawings (attached and incorporated) consisting of a cover sheet and sheets numbered through inclusive with each sheet bearing the following general title **Herbig Park Bathroom Improvements**

8. Addenda (numbers 1 to 3, inclusive);

9. Notice to Proceed (pages_____ to ____ inclusive, attached)

10. CONTRACTOR's Bid (pages 1 to 8, inclusive, attached and incorporated).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Written Amendments

b. Work Change Directives

c. Change Order(s)

12. Part 2 and Part 3 of the "Standard Specifications for Public Works Construction, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington," Latest Edition, incorporated by reference.

B. The documents listed in paragraph 109.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this will have the meanings indicated in the General Conditions.

10.02. *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Legal*

A. In the event that there is any litigation relative to the interpretation or enforcement of this Agreement or any of the Contract Documents, any such matter must be litigated in the Ninth Judicial District Court of Nevada.

10.06 *Notices*

A. All notices, documents and or payments regarding this Agreement and Contract shall be sent to the following:

OWNER

Douglas County
Attn: Scott McCullough
Project Manger
POB 218
Minden, NV 89423

CONTRACTOR

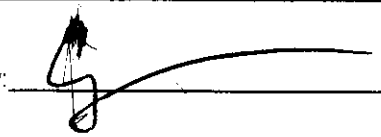
Four Point Engineering
Attn: Wade Welfing
President
PO Box 137
Wellington NV 89444

10.07 *Effective Date of the Agreement*

A. Both OWNER and CONTRACTOR agree that this Agreement and Contract as outlined in the Contract Documents become effective immediately upon the signing of this Agreement by both parties.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement for the **Herbig Park Bathroom Improveemnts to** be executed and intend to be bound by the provisions of this Agreement as well as the Contract set forth in the Contract Documents.

CONTRACTOR: Four Point Engineering Inc.

By: 

Printed Name: Cyndi Wulfing

Title: Secretary

Date: This 11 day of July, 2024.

OWNER: Douglas County

By

Printed Name: Jenifer Davidson

Title: County Manager

Date: This _____ day of _____, 2024

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Approve a $20,000 increase to the purchase order with HDL Software LLC, which increases the total amount of the purchase order from $130,606 to $150,606, and 2. Approve a budget transfer within the Room Tax fund to cover the additional expenses. (Geoff Bonar)

RECOMMENDED MOTION:
Approve a $20,000 increase to the purchase order with HDL Software LLC, which increases the total amount of the purchase order from $130,606 to $150,606, and approve a budget transfer within the Room Tax fund to cover the additional expenses.

FINANCIAL IMPACT:
The proposed budget transfer will increase the budgeted expenses in the "Professional Services" account of the Room Tax Admin Department in the Room Tax fund (234-801 521.100) by $20,000. The transfer will reduce the budgeted expenses in the "Distributions to TDVA" account of the Promotional Room Tax Department of the Room Tax fund (234-802 565.228) by $20,000. As of June 7, 2024, the remaining balance in that expense account is $4,891,852.72.

BACKGROUND:
After paying the HDL invoice for April, the blanket purchase order has $5,492.66 remaining. Each month's invoice is approximately $10,000. This increase to the purchase order will allow enough budgeted expenses to pay the last two upcoming invoices of Fiscal Year 2023-24 (May and June).

ATTACHMENTS:
PORequestForm_-_Change_Order__1_-_HDL_Software_LLC - dept orig to pdf
BudgetTransferRequestForm - HDL PO.pdf
HDL_contract.pdf

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ■ YES ☐ NO **ORIGINAL PO#:** 2024-0226

ORIGINAL AMOUNT: $130,606.00 **CHANGE ORDER %:** 15.3 **NEW AMOUNT:** $150,606.00

County Manager Signature(Required):

PERSON REQUESTING PO: Geoff Bonar Digitally signed by Geoff Bonar Date: 2024.06.07 15:11:26 -07'00' DATE REQUESTED: 6/12/24

REQUESTING DEPARTMENT: Community Services

VENDOR NAME: HDL Software LLC VENDOR NUMBER: 33808

REMIT ADDRESS: STREET 120 S State College Blvd Suite 200 CITY Brea ST CA ZIP 92821

QUANTITY: 1 DOLLAR AMOUNT: 20,000.00 PROJECT #:

G/L ACCOUNT(S): 234-801 521.100 AMOUNT: 20,000.00

G/L ACCOUNT(S): AMOUNT:

G/L ACCOUNT(S): AMOUNT:

G/L ACCOUNT(S): AMOUNT:

Description of Items Purchased and Compliance with Purchasing Policy:

Increase in the annual blanket PO with HDL for services related to processing TOT revenue

CONTRACT ATTACHED: ◉ YES ○ NO

Authorized Department Signature (Required): Geoff Bonar Digitally signed by Geoff Bonar Date: 2024.06.07 15:13:02 -07'00'

☐ UNDER $10,000: DEPARTMENT HEAD SIGNATURE REQUIRED

☑ UNDER $50,000: COUNTY MANAGER APPROVAL REQUIRED AT IRC

IRC APPROVAL DATE: June 12, 2024

☐ IF OVER $50,000: BOCC APPROVAL REQUIRED AT BOCC MEETING

BOCC DATE AND AGENDA ITEM #:

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY:

PO ISSUE DATE: PO NUMBER:

Revised 8/02/2022

Douglas County Finance Department

Budget Transfer Request Form

Request Date 6/12/2024 **Requested By** Geoff Bonar

Fiscal Year 23/24 **Fund/Dept** 234/801

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	Professional Services	234-801 521.100				20,000	
2	Distributions to TDVA	234-802 565.228					20,000
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
			Totals	-	-	20,000	20,000
			Net Change	-		-	

Purpose Increase the budgeted expenses in Professional Services to cover the increase in the purchase order with HDL Software in order to be able to pay the estimated remaining expenses for FY24

*** A project number is required for all Grants and Capital Projects**

Department Head Name _____ **Signature** _____

Finance Use Only

Douglas County	***IRC Approval***		***BOCC Approval***	
	Agenda #	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2022 (the "Agreement Date") by and between Hinderliter De Llamas & Associates ("Consultant"), and Douglas County ("Client"), which is located within the state of Nevada (the "State").

W I T N E S S E T H:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, "Consultant's Business"); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services")

1.2 Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards applicable to Consultant's business. In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees**. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the "Fees"). Consultant may perform the Services using professionals from its staff or Consultant's affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment**.

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days' notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance**. Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of $1,000,000 per incident; (c) bodily injury liability of $1,000,000 per incident; and (d) professional liability for any errors or omissions of $1,000,000.

5. **Client Support**.

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights

to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). Consultant warrants that the Software will perform in accordance with the Software's documentation.

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Client agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group") from and against any and all liabilities, losses, claims, damages, personal injuries, death, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are (a) the direct or indirect result of any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) otherwise related to or arising out of any act or omission of Client or its directors, officers, employees, agents, direct or indirect equity holders, or affiliates (collectively, "Client Group"). In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under the Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

8.2 Consultant agrees to fully and promptly protect, indemnify, reimburse and hold harmless Client, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Client Group") from and against any and all liabilities, losses, claims, damages, personal injuries, death, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are (a) the direct or indirect result of any breach of any representation, warranty or covenant made by or given on behalf of Consultant under this Agreement, or (b) otherwise related to or arising out of any act or omission of Consultant or its directors, officers, employees, agents, direct or indirect equity holders, or affiliates (collectively, "Consultant Group").

8.3 Promptly after an indemnified party receives notice of the commencement of any proceeding for which it intends to make a claim for indemnification, it should notify the other party, but the failure to so notify will not result in the loss of any rights of the indemnified party to indemnification hereunder except to the extent that the other party does not otherwise become aware of such proceeding and is actually adversely affected thereby to a material extent. The other party will assume the defense of the indemnified party (including the employment of legal counsel reasonably satisfactory to indemnified party) and payment of such counsel's fees and disbursements (including retainers). The obligations of defense and indemnity apply, without limitation, to those situations where someone sued by the other party brings a cross claim for indemnity or contribution against the indemnified party.

8.4 The other party will not, without the indemnified party's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not the indemnified party is an actual or potential party to such claim, action or proceeding or

investigation), unless such settlement, compromise or consent includes an unconditional release of each of the indemnified party from all liability arising out of such claim, action, proceeding or investigation.

9. **Liability Limitations; Governing Law; Dispute Resolution**.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's gross negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the amount of the Fees paid by Client to Consultant for the twelve-month period prior to the alleged breaches, calculated without reference to any payments constituting the payment of costs or expenses. All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions or amendments to this Agreement.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 Provided that the Consultant has satisfied its obligations under its scope of services (Exhibit A) to collect taxes or fees due to the County, Consultant shall not be liable for any lost revenues for taxes or fees due to the County which businesses have not paid to Consultant. Further, in no event will Consultant be liable for any special, incidental, or consequential damages of any nature. Consultant's duty to indemnify and hold harmless County shall not apply to claims for liability which arise from the issuance or non-issuance of any license or permit.

9.1.4 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities provided that Consultant complies with all legal requirements generally applicable to maintain corporate or limited liability company status

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however,

that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL), Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: Douglas County, NV, Attn: _____, Email: _____.

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:	**CLIENT:**
Hinderliter De Llamas & Associates	**Douglas County, NV**
By: _____	By: _____
Robert Gray, Chief Information Officer	Patrick Cates, County Manager
Date: 8.11.2022	Date: 9/7/22

SCHEDULE G

Tax and Fee Administration Services and Fees
Transient Occupancy Tax Administration

SCHEDULE G – This Schedule G provides the scope of Services and Fees for tax and fee administration–related to transient occupancy tax administration with the Client's Finance Department pursuant to the Master Services Agreement dated July 1, 2022 ("MSA").
The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's transient occupancy tax administration of hotels and vacation home rentals (VHRs).

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client's registered hotels and VHRs.
   - 1.2. Receive and process registrations, tax returns and payments in a timely fashion.
   - 1.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.4. Remit revenue to Client no less than monthly.
   - 1.5. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing hotel compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
   - 1.6. Provide Client staff access to website portal containing reporting capabilities.
   - 1.7. Provide analysis reports and key insights on lodging providers.
2. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.
   - 2.1. Client Responsibilities
     - 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
     - 2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

3. **Operations Management Services**
   3.1. Fees for performing operations management Services with hotels shall be $750.00 per year for each quarterly filing property, and $850.00 per year for each monthly filing property.
      3.1.1. HdL's fee is an annual fee per hotel and encompasses those services outlined in section one of the Scope of Services, which includes the performance of audits. The fee includes one audit per hotel per three-year period.
   3.2. Fees for performing operations management Services with VHRs shall be $16.38 per filing.
   3.3. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
   3.4. Travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
   3.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
   4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
      4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00
      4.1.2. ACH/eCheck processing - $1.25 per transaction
   4.2. Client funded
      4.2.1. Credit and debit card processing – 2.9% of transaction amount
      4.2.2. ACH/eCheck processing - $0.50 per transaction
   4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.
   4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule G to the MSA through their duly authorized representatives as of July 1, 2022.

CONSULTANT:	**CLIENT:**
Hinderliter De Llamas & Associates	**Douglas County, NV**
By: _____	By: _____
Robert Gray, Chief Information Officer	Patrick Cates, County Manager
Date: 8.11.2022	Date: 9-12-22

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $125,000 purchase order with US Foods for food and supplies for the Senior Center kitchen for Fiscal Year 2024-25. (Geoff Bonar)

RECOMMENDED MOTION:
Approve a $125,000 purchase order with US Foods for food and supplies for the Senior Center kitchen for Fiscal Year 2024-25.

FINANCIAL IMPACT:
This purchase order will consist of $100,000 for food and $25,000 for supplies. The expenses are budgeted for in the "Food - Purchased" account (260-680 532.052) and the "Operating Supplies" account (260-680 532.001) in the Senior Services Fund.

BACKGROUND:
The Senior Center kitchen utilizes Sysco as its primary vendor for food and supplies. The kitchen also occasionally uses US Foods for purchases in instances where Sysco does not carry the necessary products, or if US Foods can offer a better quality product. During the most recent fiscal year, the kitchen budgeted $90,000 on food and $25,000 on supplies with US Foods. For the upcoming year, it is expected that the food expenses will go up, and supplies expenses will remain the same.

ATTACHMENTS:
PORequestForm_-_US_Foods_-_FY25 - dept orig to pdf
US Foods Contract 040522.pdf

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ■ NO **ORIGINAL PO#:** _____

ORIGINAL AMOUNT: _____ **CHANGE ORDER %:** _____ **NEW AMOUNT:** _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Geoff Bonar Digitally signed by Geoff Bonar Date: 2024.06.28 17:06:27 -07'00' DATE REQUESTED: 7/18/24

REQUESTING DEPARTMENT: Community Services

VENDOR NAME: US Foods VENDOR NUMBER: 9871

REMIT ADDRESS: STREET PO Box 884780 CITY Los Angeles ST CA ZIP 90088

QUANTITY: 1 DOLLAR AMOUNT: 125,000.00 PROJECT #: _____

G/L ACCOUNT(S): 260-680 532.052 AMOUNT: 100,000.00

G/L ACCOUNT(S): 260-680 532.001 AMOUNT: 25,000.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

Blanket Purchase Order for Food and Supplies in the Senior Center kitchen for Fiscal Year 24/25.

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): Geoff Bonar Digitally signed by Geoff Bonar Date: 2024.06.28 17:08:02 -07'00'

☐ UNDER $10,000: DEPARTMENT HEAD SIGNATURE REQUIRED

☐ UNDER $50,000: COUNTY MANAGER APPROVAL REQUIRED AT IRC

IRC APPROVAL DATE: _____

☑ IF OVER $50,000: BOCC APPROVAL REQUIRED AT BOCC MEETING

BOCC DATE AND AGENDA ITEM #: July 18, 2024

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

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Sourcewell

Solicitation Number: RFP #040522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and US Foods, Inc., 9399 W. Higgins Road, Suite 100, Rosemont, IL 60018 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 3, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that it possesses the expertise and all of the necessary resources with respect to warehousing, order taking, procurement, transportation, accounting/payment, logistical support, personnel, and facilities required to provide the level of service as agreed under this Contract. Further, Supplier covenants and warrants that the services and activities as set forth in this Contract will be performed by trained and qualified personnel and in a professional and workmanlike manner. Supplier will use commercially reasonable efforts to obtain representations and warranties from manufacturers that the products conform to certain product specifications and comply with applicable law. By accepting a purchase order as set forth herein Supplier warrants and represents that it requires manufacturers from whom it purchases products to guarantee that all merchandise comprising each shipment or other delivery made to or on the order of US Foods will be: (a) not adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act the Food Additives Amendment and all other revisions and amendments thereto (the "FDA Act") all regulations issued under the FDA Act and any other applicable federal state or local laws rules or regulations; and (b) not an article of food drug device or cosmetic which may not under the provisions of Sections 404 or 505 of the FDA Act be introduced into interstate commerce.

Any manufacturer's warranty on non-food equipment or products furnished by Supplier will be passed on to the Participating Entity.

THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION CONSTITUTE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY ANY PARTY WITH RESPECT TO OR ARISING IN CONNECTION WITH THIS CONTRACT OR THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES (WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE) INCLUDING ANY WARRANTY OF MERCHANTABILITY NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this

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Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. All product returns by a Participating Entity will conform to Supplier's then-current Food Safety and Quality Assurance Return Policy and Recall Process..

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

To access this Contract, a Participating Entity may be required by Supplier to commit to a minimum percentage of food purchase from Supplier and/or to be declared the primary food vendor for the Participating Entity's foodservice needs. Supplier may also, in its sole discretion, decline to provide service to any Participating Entity.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-

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commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Participating Entity audit rights will be determined under additional terms and conditions adopted by the Participating Entity and Supplier under Section 6. B. above, or as otherwise agreed.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligence or intentional misconduct, whether by act or omission, in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to

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person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use

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of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.

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Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/27/2022 | 3:58 PM CDT

US Foods, Inc.

By: DocuSigned by: Steven Guberman D2D5F447029741A...

Steven Guberman

Title: EVP Nationally Managed Business

Date: 6/9/2022 | 12:52 PM PDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 6/9/2022 | 2:55 PM CDT

RFP 040522 - Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services

Vendor Details

Company Name:	US Foods, Inc.
Does your company conduct business under any other name? If yes, please state:	US Foods
Address:	9399 W. Higgins R. Suite 100 Rosemont, IL 60018
Contact:	Paula Bruck
Email:	paula.bruck@usfoods.com
Phone:	815-674-1646
HST#:	36-3642294

Submission Details

Created On:	Wednesday February 16, 2022 13:44:28
Submitted On:	Monday April 04, 2022 12:38:47
Submitted By:	Paula Bruck
Email:	paula.bruck@usfoods.com
Transaction #:	43d00eec-8023-4fb1-9f2b-2bc8fa544495
Submitter's IP Address:	165.225.62.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	US Foods, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	US Foods, Inc. US Foods	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DUNS #795140433 and Cage Code #33BA4 for US FOODS, Inc - Corporate	*
5	Proposer Physical Address:	9399 W. Higgins Rd., Suite 100, Rosemont, IL 60018*	*
6	Proposer website address (or addresses):	www.usfoods.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steven Guberman, EVP Nationally Managed Business, 9399 W. Higgins Rd., Suite 100, Rosemont, IL 60018, steve.guberman@usfoods.com, (847)720-8046	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paula Bruck, Director of Govt & Education, Vizient, 9399 W. Higgins Rd., Suite 100, Rosemont, IL 60018, paula.bruck@usfoods.com, 815-674-1646	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Theresa Madden VP National Sales, Vizient, 9399 W. Higgins Rd., Suite 100, Rosemont, IL 60018, theresa.madden@usfoods.com, 804-938-652	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	US Foods, Inc., Rosemont, IL is one of country's leading distributors of food and food related products, offering a broad range of products and services. On May 26, 2016, US Foods Holding Corp. ("US Foods") began trading on the New York Stock Exchange under ticker symbol USFD. US Foods is headquartered in Rosemont, Illinois. We are among America's great food companies and leading foodservice distributors. Built through organic growth and acquisitions, we trace our roots back over 150 years to a number of heritage companies with rich legacies in food innovation and customer service. We strive to inspire and empower chefs and foodservice operators to bring great food experiences to consumers. This mission is supported by our strategy: We Help you Make It, which is centered on providing customers with the innovative products business support and technology solutions they need to operate their businesses profitably. We operate as one business with standardized business processes, shared systems infrastructure, and an organizational model that optimizes national scale with local execution, allowing us to manage the business as a single operating segment. We have centralized activities where scale matters and our local field structure focuses on customer facing activities. We supply approximately 300,000 customer locations nationwide that include government and educational institutions, healthcare and hospitality entities and independent and multi-unit restaurants. We provide more than 400,000 fresh, frozen, and dry food stock-keeping units, or SKUs, as well as non-food items, sourced from approximately 6,000 suppliers. Approximately 3,000 sales associates manage customer relationships at local, regional, and national levels. Our sales associates are supported by sophisticated marketing and category management capabilities, as well as a sales support team that includes world-class chefs and restaurant operations consultants, new business development managers and others that help us provide more comprehensive service to our customers. Our extensive network of approximately 70 distribution facilities and fleet of approximately 6,500 trucks, along with nearly 80 cash and carry locations, allow us to operate efficiently and provide high levels of customer service. The year over year consistency of our operating model allows us to continue to leverage our nationwide scale and footprint while executing locally to support customers in a way that no other competitors have matched. • Customer Success We ensure our customers' success and satisfaction by anticipating their needs and being the easiest company to do business within the foodservice industry. • Innovation We embrace change and develop relevant, effective and meaningful solutions for customers by continuously improving our products and services. • Integrity We conduct business in a highly ethical manner and maintain an unwavering commitment to operational excellence, safety and environmental responsibly. • Leadership centralized US Foods is guided by strong, decisive leaders dedicated to the core values of customer success, integrity, innovation and teamwork and who share a passion for all things food. • Resources We combine global support with local market solutions. We offer the best support of a national distribution program with an emphasis on local service ingenuity.
11	What are your company's expectations in the event of an award?	Included in this RFP response, we have detailed marketing and service support, along with industry leading value-added solutions, focused on your members' goals. We are committed to a continued partnership with SOURCEWELL and your members; focused on success, as demonstrated continued growth. US Foods understands SOURCEWELL will award this RFP to the suppliers that offer best overall value, as determined through a comprehensive review process including a weighted award decision tool that considers financial and other evaluation factors. Based upon our proven Value Proposition to SOURCEWELL members and upon the results of this process, US Foods is excited and looks forward to earning a new agreement for food service distribution and procurement services to SOURCEWELL members.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	US Food's financial information is available at: https://www.sec.gov/edgar/searchedgar/companysearch.html
13	What is your US market share for the solutions that you are proposing?	With net sales of $22 billion in the fiscal year ended December 31, 2020, US Foods enjoyed a 2020 total foodservice market share of approximately 8%.
14	What is your Canadian market share for the solutions that you are proposing?	US Foods does not currently provide foodservice distribution in Canada.

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	US Foods, Inc. has never and is not currently the subject of a bankruptcy action.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) US Foods, Inc. is one of country's leading distributors of food and food related products, offering thousands of food products from industry leading food manufacturers. We are licensed to do business in 49 states and are not required to have any specific licensing from the food manufacturers that we distribute. Our delivery drivers, customer service and all other support are US Foods' associates, and we do not utilize a dealer network or any third parties to deliver products or support our customers on a regular basis. US Foods Dunn & Bradstreet No: 79-514-0433 b) not applicable	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	US Foods is licensed to do business in 49 states and DC, and US Foods does not use third parties or subcontractors to provide service to customers. US Foods currently provides service to the contiguous United States and Alaska. Where necessary we hold specific city, county, or state licenses to meet local requirements and make them available upon member request.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	US Foods is not suspended or disbarred from participating in public procurements.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	US Foods has been honored to be recognized by a variety of industry leading organizations for best in-class business practices and customer focused solutions and innovation. These are just a few: 2021 In Chicago Tribune top 30 of Chicago's Top Workplaces for 2021 2021 Fast Company's inaugural "Brands That Matter" list 2019 Refrigerated & Frozen Foods Magazine-Foodservice Distributor of the Year 2019 Vizient Overall Distributor of the Year 2019 Vizient Support Services Distributor of the Year 2019 OMNIA Partners Public Sector Supplier of the Year 2017 Vizient National Account Manager of the Year 2017 KKR Eco-Innovation Award Recipient • US Foods won the award for its Serve Good product line, comprised of sustainable food and non-food products that are responsibly sourced or contribute to waste reduction. • Launched in 2016, KKR's Eco-Innovation Award recognizes a current project by one of KKR's portfolio companies that is an innovative, environmentally beneficial solution creating business value. The award builds on KKR's Green Solutions Platform (GSP) – a global effort to support KKR portfolio companies that are driving meaningful business and environmental benefits – in which US Foods has participated since 2008. 2017 International Foodservice Manufacturers Association (IFMA) Excellence in Distribution Award. This award recognizes a corporate or independent distribution organization that has demonstrated excellence in the categories of management and leadership, customer relations, supplier relations and industry/community contributions. 2017 Top 500 Forbes America's Best Employer 2017 Fortune Magazine's top 500 nation's largest companies 2016 US Foods received Group Buy Supplier of the Year award from Vizient.	*
20	What percentage of your sales are to the governmental sector in the past three years	We consider sales by segment to be proprietary information.	*
21	What percentage of your sales are to the education sector in the past three years	We consider sales by segment to be proprietary information.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SOURCEWELL is currently the only national cooperative food contract awarded to US Foods	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	At this time, US Foods does not hold and current active GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Missouri	Melissa Sackett, Procurement Analyst	573-526-2716	*
State of Minnesota	Jennifer Bartle, Buyer	651-201-2452	*
State of Nevada	Gideon Davis, Purchasing Officer III	775-515-5173	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Missouri	Government	Missouri - MO	Foodservice distribution primary supplier to state facilities	$150,000/week	24,000,000 total in three years	*
State of Minnesota	Government	Minnesota - MN	Foodservice distribution primary supplier to state facilities	$9600/week	$15,000,000 total in three years	*
Dept. Human Services	Government	Colorado - CO	Foodservice distribution primary supplier to state facilities	67,000/week	$10,500,000 total in three years	*
K12 Coop #1	Education	Indiana - IN	Foodservice distribution primary supplier to school districts in the coop	$600,000/week	$45,000,000 total in three years	*
k12 Coop #2	Education	Indiana - IN	Foodservice distribution primary supplier to school districts in the coop	$325,000/week	$40,000,000 total in three years	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	US Foods currently employs approximately 26,000 associates, with 3000 Sales Associates company wide, and approximately 300 in our National Sales department. This contract is supported by our National Sales team which is centrally managed by our corporate National Sales leadership to provide consistent communication and execution across all distribution centers. Our National Sales field organization is comprised of four regions and 30 areas. Within each region, there are 7-9 Areas, and there are 1-3 Markets and distribution centers within each area.	*
27	Dealer network or other distribution methods.	US Foods Sales Associates are located in each of the 72 distribution centers noted on the map included as an attachment with our response. All facilities are owned and operated by US Foods, including our delivery fleet and drivers. US Foods operates all distribution centers on one computer platform to ensure ease of use for both our associates and our customers and provide consistent, accurate and timely reporting. See attachment #27 for map and details.	*
28	Service force.	Our team of subject matter experts, contracting resources, and management will assist SOURCEWELL members with the implementation of this agreement in order to maximize value. US Foods will provide SOURCEWELL customers with a comprehensive key contact list for each US Foods distribution center. This contact list will identify the assigned Account Representative and Customer Service representatives who are available to either directly provide answers or to route to the best source for prompt resolution. This key contact list will provide contact information for after-hour emergencies, as well as direct contact information for division leadership including sales, operations, procurement, and tech support. Our teams will assist as well as route to the best source for prompt resolution. US Foods does not utilize dealers or sub-contractors.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	US Foods Online – Industry Leading E-Commerce Platform for Customers Customers will place their orders directly with US Foods via US Foods online web/internet based direct order entry system and is our customers' preferred method of placing orders directly with their US Foods servicing division. The order entry system is a user-friendly system for on-line ordering and more. Easy every step of the way. US Foods Online provides real time contract pricing, world-class product search with product and nutritional information, and pictures. It is easy for customers to make instant price comparisons; receive instant order confirmations; create customized shopping lists. Integrated programs such as Where's My Truck, Proof of Delivery, and Easy Online Payment tools improve efficiencies in day-to-day operations. US Foods Online provides a variety of reports and relevant data in real time with Business Analytics, Online Inventory, Contract Utilization, and Menu Profit Pro. The Mobile application enables customers to manage their operation at any time from their phone or tablet. US Foods Online integrates with many third-party software management programs and standard 3rd party punch out platforms. In the event that a customer is unable to place their order via our website, we have Customer Service available 8-5 M-F, and select hours on Sunday to take orders by phone, fax, or email when necessary. US Foods does not utilize dealers or dealer networks for ordering or any other functions of our business.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	US Foods' Team-Based Sales and Service Model: Our organization utilizes a team-based sales and service approach. As a National Sales customer, each SOURCEWELL member account will be assigned a National Sales Account Representative who will be responsible for overseeing the customer satisfaction and service needs within the parameters of the SOURCEWELL contract. Our sales and service teams are supported by corporate program directors ensuring uniform national program on-boarding and program execution. Our teams are also supported by local division chefs, product specialists, and customer service representatives in a seamless and team-based manner. We offer a portfolio of value-added business solutions that help our customers meet their goals. Together, this team provides cohesive support including menu planning, recipe ideas, product selection, marketing strategies, and program value maximization. We believe this approach is unique in our industry. At many competitors' sales associates view themselves as independent sales representatives managing their own book of business. Our sales associates, in contrast, represent the entire US Foods brand, giving local touch, while bringing the expertise of our entire organization. We believe this concerted effort results in Better Value and Satisfaction for our customers. US Foods Customer Service: US Foods divisions provide a dedicated National Sales Customer Service department Monday – Friday from 8:00 am - 5:00 pm staffed by US foods employees. The customer service representative will have your immediate access to account information, and at a minimum, be able to assist with: • Questions about order placement and status of pending orders • Status and resolution of backorders • Status of all pertinent account information, including DSO • Suggested substitutions for out of stock products • Advanced notification of delivery issues Together Our Entire US Foods Service Team Will: • Understand your goals and priorities • Coordinate our resources to help you achieve your goals • Provide professional and knowledgeable service at all times • Insure timeliness of deliveries and assist with product needs • Build trust at the operations and executive levels • Earn your business everyday Quality Service Process, QSP, is a unique differentiator. Communication between all stakeholders is key to facilitating a smooth implementation, and assigning the proper resources with the right process will assist in a successful effort. As a result of years of practice over the last decade, US Foods has created, embraced and refined the industry's leading Quality Service Process offering the highest customer service capabilities to our customers. At US Foods, quality service is more than a promise. It's a proven process that has been revered by others in the foodservice distribution industry. Customer relationships are our most valued assets. That's why when it comes to managing those relationships, we leave nothing to chance. Our 9-step Quality Service Process is designed to ensure reliable execution, from new account set up to ongoing business reviews. All customers of US Foods who are accessing this proposal will use QSP. Business Relationship Development – These steps ensure that as the business relationship matures the key elements of understanding your needs continue to be a focus: • Dedicated National Sales Account Representative • Satisfaction Review • Customer Business Review • Ongoing Consultation • Red Flag Plan	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	This agreement applies to the contiguous United States and Alaska.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	US Foods does not currently provide foodservice distribution services in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This agreement applies to the contiguous United States and Alaska. The following locations are not included in this proposal: Canada, Puerto Rico, Virgin Islands, Hawaii, Guam, Commonwealth of Norther Mariana Islands, and American Somoa.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	US Foods does not have any limits to service in any sectors or markets in the lower 48 states or Alaska, but reserves the right to decline service at our sole discretion to any Participating Entity.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Alaska Participating entities will receive pricing based on the guidelines in this proposal with the addition of Ocean and Outbound Freight as follows: Delivered cost includes Ocean Freight which is all inclusive for shipment from Seattle to Anchorage including ocean fuel surcharges, and Outbound Freight delivered to the customer locations via the US Foods Anchorage Distribution Center. These rates are subject to general rate and fuel surcharge changes as mandated by Ocean Carriers. Rates are subject change based off published General Rate Increases and Ocean Fuel Surcharge changes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	US Foods has a dedicated marketing team for National Sales, and extensive library of marketing material customized for various classes of trade. Specific to the SOURCEWELL food contract, we are presenting our continued development of our SOURCEWELL Marketing Strategy Plan in an attached document which includes: US Foods Marketing strategy and action plan US Foods-Sourcewell Customer Flyer In addition, with our in-house Marketing Department, we can create flyers customized for State awards to US Foods through the Sourcewell award and have customzed Power Point presentations for internal training and Customer presentations to describe and outline the features of the program. See attachment 36 Marketing Strategy	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	US Foods will continue to work with SOURCEWELL to develop internal and external internet-based awareness of the awarded food contract. Our extensive public website offers tools and resources at your fingertips, focused on insights and trends with videos and recipes only one click away! In addition to our state-of-the-art e-commerce site (ordering and customer information site), US Foods makes use of social media both internally with our associates, and externally to the general public to share our message and exciting value that US Foods brings to the foodservice community. Going forward, we would like to create more linkage between our US Foods website resources and the Sourcewell landing page to make access to this information easier and faster for members to access. You can view the attached links for a sampling of our social media available on our website: www.usfoods.comHungry for Better: https://www.usfoods.com/why-us-foods/local-sustainable-wellbeing.html# Our Brands: https://www.usfoods.com/about-us-foods/our-brands.html# Food Fanatics: https://www.usfoods.com/great-food/food-fanatics.html#	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	US Foods looks forward to continuing to partnering with SOURCEWELL's marketing team for development of marketing communication and promotions. We will work with SOURCEWELL to provide the appropriate logos, licenses and approvals for the use of our logos. However, we reserve the right to review and approve any materials designed for external publication and use. SOURCEWELL education and networking forums are important events for SOURCEWELL to speak directly to USF sellers. As part of our comprehensive marketing and training plan, US Foods welcomes opportunities for SOURCEWELL leaders to engage US Foods leaders and sellers. • US Foods will provide SOURCEWELL with one point of contact with our dedicated Education & Government Directors that SOURCEWELL can work to share information, build business, and target opportunities across the country. • US Foods will follow up on and develop leads generated by the SOURCEWELL website customer list and contacts. • US Foods will continue to work with SOURCEWELL and to identify and target K12 customers for the food contract awarded to US Foods by SOURCEWELL. • US Foods key sellers will continue to attend SOURCEWELL Sales Accelerator events, Sourcewell University education and networking forums. • Select US Foods leaders will continue to participate in SOURCEWELL's annual supplier forum – H20.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	US Foods is the only national distributor that operates on one consistent computer platform across all distribution centers, with a centralized National Sales management structure which enables and facilitates consistent communication and program execution. US Foods provides a powerful state-of-the-art full service; online, secure web/internet based direct order entry system, usfoods.com, that is our customers' preferred method of placing orders directly with their US Foods servicing division and is currently utilized by most of our education and government customers. In addition, some governmental agencies utilize a "roundtrip catalog", or "punch out" concept to manage their purchasing process, and US Foods can integrate with most of the popular software companies in this space. The usfoods.com site is available consistently from every division across the country as of 3/31/22 (including former FSA facilities) with 24/7 availability and technical support from our Tempe support office staffed by US Foods associates. Our ordering site has the functionality to operate in 10 languages to support and accommodate our customers. *See attached #39 document outlining our online ordering, reporting and payment platform for our customers.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	ServSafe and Other Food Safety Training and Certification: US Foods is a proud supporter of the National Restaurant Association Educational Foundation's ServSafe Food Safety Training and Certification program, as well as other nationally recognized and accepted food safety training programs. These are considered the leading industry program of its kind, and the one most widely accepted by health departments that require food-safety training and/or certification. We offer full access to our extensive food-safety knowledge and expertise whenever you have a question. US Foods divisions hold ServSafe, and/or other nationally approved food safety certification classes as needed in specific markets. Courses require a minimal fee to cover the cost of materials and certification.
41	Describe any technological advances that your proposed products or services offer.	US Foods is leading the industry in customer facing technology for ordering, reporting, order tracking, food safety and product recalls, centralized management and operating on one nationwide platform. Our competition is racing to emulate the tools and technology that we have been offering and continue to enhance in order to improve our customer experience. Both Customer facing technology and operational technology are some of the things we do best, and in addition to our state-of-the-art website described in question 39, we offer many other tools at no cost to participating members including: Master List Management (formerly Central Order Guide Management) Master List Management (MLM) is a powerful, easy-to-use tool that puts customers with group responsibilities in control of the products their locations order. Customers managing groups gain direct, real-time management of their Order Guide. Master List Management allows customers to: o Make instant changes: Add or delete Master Shopping List products and allow locations to see the changes instantly o Flexibly: Create a Suggested Shopping List or restrict users to a Master List o Make decisions based on Business Intelligence: Robust features that help customers track purchases system-wide. Through Master List Management, customers managing groups can control what their managers see on the order guide and monitor substitutions or allow specific products. Using this powerful tool is intuitive and simple, with a user- friendly web interface that makes managing customer order guides easy. Master List Management is available to US Foods customers at no additional cost. Recipes on Demand® Recipes on Demand® is an easy to use online recipe database featuring 13,480+ recipes that offers the ability to search, view, print and save. This recipe database provides the ability to quantify recipes according to your needs, view nutritional information for each recipe and print recipe nutritional information as a nutrition-facts label as well. Recipes on Demand® is available to US Foods customers at no additional charge. Menu Profit Builder Pro A free value-added tool that interfaces directly with the US Foods product catalog and gives our customers instant access to data such as cost per pound, cost per ounce, yield and more. Now you can calculate the cost of each recipe you use – as well as the true cost of every item on your menu. o Rebuild your menu with alternate items and quantities to lower your cost. o Manage and control your inventory more efficiently. o All items purchased from US Foods are pre-loaded into the program. o Non-US Foods items can easily be added. o Menu Profitbuilder is available to US Foods customers at no additional cost. Trendview® Exclusive online tool with 24/7 access- for corporate leadership with numerous reporting capabilities to make business decisions. IMPRINTS Foodservice Safety and Training Modules A New Digital Library of in-service modules geared toward training your team on various foodservice topics to help improve safety and operational efficiencies. Available at no charge online at www.usfoods.com/imprints. These are hands-on employee activities and reproduceable handouts making staff training easy and compliant. Created by RDs and foodservice professionals nationwide, this tool consists of 24 detailed lesson plans for 20-minute in-service training covering key topics: o Sanitation o Food Safety o Customer Service o Nutrition and Wellness o Employee Relations IT Integrations with 3rd Parties o An important element for K12 and government agencies, and we have the ability to interface our system with hundreds of the most popular systems. Disaster Management and Recovery o US Foods' focus is on disaster avoidance. We have two main data centers (Phoenix and Rosemont). In both date centers we have the following in place for fault-tolerance: o Power. We have a very robust emergency power backup system that consists of two diesel generators that activate within 10 seconds of power loss. In the event of a power outage, back-up batteries support the data centers, until the diesel generators activate. Each

		of the diesel generators is capable of supporting the data center in its own. o Network. We have dual connections into the data center that connects back to the local exchange carrier. In addition, we maintain dual network connections (both AT&T and Sprint) to each of our distribution centers. o Servers. Critical Unix and Intel servers have hot-failover systems in place. Our ASYS mainframe is based on HP Nonstop technology that can survive any single point of failure and is used in such business as ATM systems and Stock Exchanges. o In the event of a disaster, we have contracts with both IBM and SunGard to provide recovery of all applications necessary to run our business. These include Sales and Order Processing, Warehousing, Procurement, Financial, H/R Payroll, E-Commerce, and other related systems. Tapes for recovery and documentation are stored offsite. Food Safety o We have developed a best-in-class procedure for notification of potential recalls and product holds. All product recalls are generated by the US Foods quality and assurance department. The facility has a coordinator on site with two back-ups. The facility follows all Federal Government guidelines pertaining to the level of product recall. US Foods policy requires that all facilities respond to the recall within one (1) hour. Proof of Delivery (POD) system o The US Foods POD system revolutionizes the delivery process with state-of-the-art technology that ensures an exact match between the items delivered and your invoice. The POD system makes deliveries easy and efficient, and saves you time by: o Ensuring that you get invoiced for exactly what was delivered o Allowing drivers to scan each case to confirm accurate delivery o Allowing receipt of accurate invoice at time of delivery o Saving you time from having to track credit memos or having to reconcile invoices o Instantly adjusting invoices for missing, damaged or refused items Where's My Truck o Customers have an option to view the delivery status of their order from USFoods.com View Orders screen. On the day of the delivery, a link called "Available" will appear in the Tracking column, which will allow viewing the tracking information. WIMS – Warehouse Inventory Management System o Improves accuracy, product quality, and controls costs. VOXWARE – Warehouse Voice Order Picking o Reduces turnover and errors while increasing productivity. o Elimination of the use of labels o Reeducation of training time to achieve standard picking rates o Overall reduction of order picking time o Provide real time information on productivity and order status TIPS – Transportation in Bound Planning System o Reduces lead times, ensures freshness and availability Truck Builder – Aligns the pallets on the truck for efficiency o Reduces damage, delays, and not founds Omni Tracs On-board Computer System for delivery vehicles o Omni Tracs has the route plan sent to it from the Roadnet system. Information includes driver, stops, cases and weight. US Foods will use this detailed data and analyze and monitor delivery times on an ongoing basis to ensure we are meeting delivery windows and optimizing routing efficiency. OBC (On Board Computer) o US Foods uses new and improved OBC (On Board Computer) system which is a tablet computer-based application that tracks hours of service, creates electronic driver logs and DVIRs and provides a fast, reliable LTE solution for our drivers and transportation personnel. This flexible system is based on cutting edge technology and will evolve with HOS regulations and US Foods requirements. MENU PROGRAMS: We partner with a third-party provider that has low-cost menu program tools available to interested School Districts.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainability at US Foods https://www.usfoods.com/content/usfoods-dce/en/why-us-foods/local-sustainable-wellbeing.html/ US Foods is committed to improving the health of our communities and recognize the importance of meeting human needs while preserving our natural environment. Our collective commitment to sustainability is woven into the fabric of our enterprises and the way we do business. From forming governmental partnerships (EPA) to ensuring that our facilities and trucking fleet reduce their carbon footprint, to seeking out sustainable products, to making sustainability a matter of compliance for our suppliers, we have truly forged a path of environmental leadership. We also know that good environmental	

decisions are typically good business decisions. We face significant sustainability challenges and opportunities ahead of us and are committed to enriching community engagement where we work and live, reducing our impact on the environment.
US Foods provides an annual Corporate and Social Responsibility report outlining our activities and focus in the wide array of topics and categories related to “green initiatives.” This extensive report for 2020 can be found on our public website at: https://www.usfoods.com/content/dam/usf/pdf/dce/supporting_materials/CSR-2020-Report.pdf

2020 HIGHLIGHTS of Corporate and Social Responsibility report:
People:
$43M in food and supplies donated
$1B+ spent with 1800+ small businesses across the U.S. (1)
$385M spent with 435+ diverse suppliers
$650K in scholarship funding offered since 2017
1000 Women have participated in Women’s Foodservice Forum since 2010 200 leaders are trained to facilitate Allyship and Anti-Racism workshops Planet:
6.9% reduction since 2015 in gallons of fuel used per case delivered (2,3)
7.3% reduction in scope 1 and scope 2 emissions since 2015(3,4,5)
13M KWH of electricity generated from 6 solar installations each year 1M+ square feet of LEED-Certified buildings 200M KWH cumulative energy savings since 2005 54 CNG trucks emit 22-29% fewer greenhouse gas emissions
Products:
900+ Serve Good® and Progress Check® products
270+ Responsible disposable products
100% of Harbor Banks® seafood products meet Progress Check or Serve Good standards
100% of palm oil used in our exclusive brands is certified sustainable
1000+ exclusive brands products meet our Unpronounceables List™ initiative
1.Figures include trade and indirect spend with Tier I suppliers. 2.Broadline business only. 3.Includes the Food Group of Companies, acquired in September 2019, and reflects transportation inefficiencies with reduced volumes caused by the COVID-19 pandemic. 4.Emissions intensity measured as pounds of CO2e per case delivered. 5.Includes Smart Foodservice Warehouse Stores, acquired in April 2020.
Third Party Certifications
US Foods works with thousands of suppliers in the food and foodservice industry. We request that these
vendor partners self-declare any industry attributes or designations that their products have qualified under so
that we can maintain a robust database of information that we make available to customers via our usfoods.com customer site. US Foods is collecting several Third-Party Certifications as well as USDA/FDA Label Claims sustainability claims to continually update our Product Master database. Any data that is collected and validated will be passed on to us and uploaded into the product master records. With the powerful business analytics tools available on our site, customers can track their purchases as needed or
desired that are linked to these attributes.
US Foods Commitment to Sustainability and Corporate Responsibility Highlights
FEEDING AMERICA. US Foods donated a total of $43 million in fresh, frozen and dry products and other
supplies throughout 2020 to feed vulnerable populations and supports 60 Feeding America food banks across
the country.
Marine Stewardship Council (MSC) Certified Distributor. US Foods is proud to be the first and only broadline
distributor in the US to have all our distribution centers Marine Stewardship Council (MSC) certified. US Foods look forward to working with the customer to evaluate and partner with the customer to “close the chain” with a MSC certification. For more information, go to https://www.msc.org/newsroom/news/partner-release-us-foods-namedfirst-nationwide-foodservice-distributor-to-achieve-marine-stewardship-council-msc-certification/
In 2019, the Marine Stewardship Council (MSC) awarded US Foods the US Ocean Champion Award. This award is reserved for MSC partners in the United States who are helping to ensure an ocean full of life now and in the future. Award recipients are recognized for going above and beyond MSC commitments by demonstrating a dedication to healthy oceans and transparent supply chain operations.
Sustainable Products
Our commitment to high-sourcing standards begins with our Responsible Sourcing Policy, which sets forth principles our suppliers must meet in key areas, including legal compliance, food safety, human rights, physical safety and the environment. The standards in the policy are informed by the United Nations Universal
Declaration of Human Rights, the International Labor Organization Conventions and Recommendations, the United Nations Guiding Principles on Business and Human Rights and related internationally recognized standards. We ask that suppliers train their associates to understand and comply with these standards.
We have made a strong commitment to stock many environmentally preferable products in our distribution center. We continue to review new products that become available and we listen to what our customers are looking for with regard to environmentally preferable products to have in stock. In addition, we train our sales force on these items so that they are well informed when talking to customers in the marketplace. We are receptive to

developing relationships with other local vendors that we do not currently buy from.
US Foods is a proud member of the following industry groups, engaging with them on evolving industry-wide food safety and quality considerations:
• Beef Industry Food Safety Council
• Global Sustainable Seafood Initiative
• National Fisheries Institute
• National Restaurant Association
• North American Meat Institute
• Produce Marketing Association
• Sustainable Fisheries Partnership
• United Fresh Produce Association
• U.S. Roundtable for Sustainable Beef
• Organic Products: we created a Serve Good® category, which we've named Agricultural Practices, to include organic food, non-GMO foods, Fair Trade Certified™ and Rainforest Alliance Certified™ items.
• Rainforest Alliance Certified Coffee
We offer Rituals Estate®, which carries the Rainforest Alliance seal and ensures the coffee is from a farm that operates in compliance with sustainability guidelines to protect the environment, wildlife, employees and local communities.
• GSSI Sustainable Seafood
US Foods is the first broadline distributor to offer products carrying the Marine Stewardship Council eco-label and Certified Sustainable Farm-Raised Seafood under the Global Aquaculture Alliance Certified Best Aquaculture Practices® (BAP) program. US Foods is a proud member of the Global Sustainable Seafood initiative (GSSI). GSSI aligns global efforts and resources to address the latest seafood sustainability challenges. GSSI promotes sector-wide collaboration to drive more sustainable seafood for everyone.
• US Roundtable of Sustainable Beef (USRSB)
In 2020, US Foods became a member and active participant of the U.S. Roundtable of Sustainable Beef (USRSB), a multi-stakeholder initiative developed to advance, support and communicate continuous improvement in sustainability of the U.S. beef value chain.
• Sustainable Disposables
Serve Good Responsible Disposables such as cups, plates, napkins, cutlery, containers and more, come with at
least one third-party verification classified as responsibly sourced or compostable.
Responsibly sourced verifications include USDA BioPreferred certified, Forest Stewardship Council® certified or Sustainable Forestry
Initiative certified. Compostable verifications include BPI compostable, OK Compost Certified, Cedar Grove Certified or other comparable certifications.
• Serve Local Produce
In 2018, we launched our Serve Local program in select markets to better connect our customers with their local farmers, producers and/or manufacturers. Serve Local enables a higher level of transparency, so our operators can better understand the story behind how products are grown, raised or caught. Products offered
through Serve Local are sourced within 400 miles from where they ship, or within the state from where they ship.
• Clean Label: In 2017, US Foods® introduced the Unpronounceables List™ initiative in response to growing diner demand for products with simpler, more recognizable ingredients. All Metro Deli®, Rykoff Sexton®, Chef's Line® and Stock Yards®* Exclusive Brands products are produced with clean label profiles by
avoiding, removing or replacing certain ingredients and food additives found on our Unpronounceables List. We offer more than 1,000 products that meet our Unpronounceables List initiative guidelines**.
• Serve® Good offers a portfolio of products that are developed with suppliers that are committed to responsible practices, and many items come with the reassurance of verification by third-party certifiers.
• Progress Check® program in support of our growing portfolio of Serve Good products. Progress Check recognizes seafood partners and vendors that have made significant progress toward meeting our Serve Good standards.
• Upcycled Food Association: In 2020, we became a member of the Upcycled Food Association (UFA), a nonprofit focused on reducing food waste by growing the upcycled food economy. Upcycled food helps reduce food waste by creating new, high-quality products from otherwise wasted — but perfectly nutritious— ingredients.
We are currently working with UFA to assess future upcycled product innovation and certification opportunities.
• MENUS OF CHANGE UNIVERSITY RESEARCH COLLABORATIVE (MCURC): US Foods recently became
a sponsor and active contributor to the MCURC, a nationwide network of colleges and universities using campus dining halls as living laboratories for behavior change.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In addition to initiatives outlined in question 42, we apply a continuous improvement mindset to our sustainability efforts, consistently identifying opportunities across the business to reduce energy use and improve fleet efficiency. By optimizing our building operations, investing in renewable energy and building facilities to Leadership in Energy and Environmental Design (LEED) standards, we're reducing the energy intensity of our facilities. By improving our routing to reduce miles driven and testing new technology, we're increasing the efficiency of our fleet. Solid waste. Throughout 2020, we diverted nearly 14,000 tons of waste from landfills. That's the equivalent of saving nearly 600,000 gallons of fuel. Green building. US Foods® currently operates three Leadership in Energy and Environmental Design (LEED)Silver-certified facilities, with two additional locations in progress in Marrero, Louisiana, and Sacramento, California. Emission Reduction. US Foods assessed the environmental impact of operations and focused on reducing vehicle emissions and increasing energy efficiency at our distribution centers. By implementing a variety of strategies like reducing idle times, routing deliveries more efficiently and installing energy-efficient, high-intensity fluorescent lights, US Foods has saved more than $22 million in energy and fuel costs. The company also improved fleet efficiency by 5 percent and increased distribution centers' energy efficiency by 15 percent. American Natural Gas (ANG) is US Foods' CNG truck partner, helping us manage and grow our fleet of CNG trucks. Their vision is to help accelerate the conversion of every heavy-duty diesel truck to clean, 100% renewable natural gas.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	US Foods is a publicly traded company on the NYSE and works with thousands of suppliers in the food and foodservice industry. $1B+ spent with 1800+ small businesses across the U.S., and $385M+ spent with 435+ suppliers that are owned and operated by a diverse spectrum of people, consisting of women, minorities, veterans, LGBT+ and individuals with disabilities. (these figures include trade and indirect spend with Tier 1 suppliers) US FOODS Supplier Diversity: We strive to source our products from a competitive and diverse supplier base. These efforts are driven by a dedicated supplier diversity lead who collaborates with subject matter experts across the business to develop supplier sourcing strategies and secure data to make informed choices. We also maintain strategic partnerships to support and grow our efforts. This work is enhanced by our US Foods® Supplier Diversity Council, a cross functional team within the organization that works to increase the diversity of our supplier base. Currently, we work with a wide range of diverse suppliers and are increasing our diverse supplier network through memberships with organizations like the National Minority Supplier Development Council and the LGBT Chamber of Commerce of Illinois. US Foods is also represented on the board of the Food and Beverage Industry Group. In 2021, we added an additional membership to the Women's Business Development Center to continue to build upon our current diverse supplier database. US Foods uses a third-party provider to review its supplier diversity data. This supplier is minority owned and certified through the National Minority Supplier Development Council. Data on current diversity status for each of US Foods' vendors is reviewed semiannually. As a part of its vendor set-up process, US Foods seeks to identify and track purchases of both certified and self-identified diverse suppliers. Upon request, US Foods is able to report out on the utilization of diverse vendors in customer purchase history. Among the attributes we report are: WMBE SBE Disadvantage Business Disabled Veteran Owned Veteran Owned Disabled Business US FOODS TIER I PROGRAM: US Foods has a commitment to diversity and is continuing to build a supplier diversity program that enhances our network of vendor partnerships with companies that are owned and operated by a diverse spectrum of people, including women, minorities, veterans and individuals with disabilities. US Foods is proud to be a corporate member of the National Minority Supplier Development Council (NMSDC). As a part of our supplier set-up process, US Foods seeks to identify and track purchases of both certified and self-identified diverse suppliers. Upon request, US Foods can provide a report of its utilization of diverse vendors in a customer's purchase history. US FOODS TIER II PROGRAM: We are in the process of building out our TIER II program at this time. While it is not a requirement, we are moving forward with efforts identify and track at the TIER II level.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	US Foods values and appreciates the partnership that we have developed with SOURCEWELL through the previous contract award and believe that we can continue to provide the best overall value in our RFP response. We can deliver unique and unmatched value built on a solid foundation that makes US Foods stand out among our competitors. • Consistency: First and foremost, US Foods is the only national distributor that operates on one consistent computer platform across all distribution centers, with a centralized sales management structure which enables and facilitates consistent communication and program execution. With one turnkey solution for your members, we make it easy to do business! Since our acquisition of FSA in the northwest, we now have more complete national coverage in the contiguous United States and now include Alaska. • Program Value: Our program offers ongoing savings opportunity to your members with the largest food portfolio and the strongest pricing accuracy and transparency available in the industry. The BEST industry leading technology with the fastest, most responsive, and comprehensive system available, and a variety of Value-Added Solutions to meet the needs of your diverse membership. Details of this value are described in the appropriate sections of this response. • Demonstrated Performance: In support of the current contract award, US Foods is committed to a continued partnership with SOURCEWELL and your members; focused on success, as demonstrated by year over year double digit sales growth. (with the exception of 2020 due to COVID) • Product Availability and Innovation: Complete with one of the largest selections of Food Products, Supplies and Equipment, Chemicals, and Paper Products in the industry, we also developed and provide cutting edge product innovation with product development focused on operator solutions and consumer demands for on trend products and labor-saving selections in response to the foodservice industry needs.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	US Foods agrees that any services performed by US Foods to or for the benefits of the Sourcewell Members shall be performed in a professional and workmanlike manner in conformity with all applicable federal, states and local laws, rules and regulations and in accordance with the commercially reasonable standards of quality in the industry. US Foods agrees to use commercially reasonable efforts to obtain representations and warranties from contractors from whom it purchases products to guarantee that all merchandise comprising each shipment or other delivery made to, or on the order of US Foods will be (i) not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, the Food Additives Amendment, and all other revisions and amendments thereto (the “FDA Act”), all regulations issued under the FDA Act and any other applicable federal, state, or local laws, rules or regulations, and (ii) not an article of food, drug, device, or cosmetic which may not, under the provisions of Sections 404 or 505 of the FDA Act, be introduced into interstate commerce. US Foods further warrants and agrees that the food products it provides shall be: (i) fit for human consumption; (ii) free from defect, including bacterial contamination; and (iii) properly prepared, packaged, and distributed. THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION CONSTITUTE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY ANY PARTY WITH RESPECT TO, OR ARISING IN CONNECTION WITH, THIS AGREEMENT OR THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES (WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE), INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This request is not applicable to US Foods and this RFP response.	*

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This request is not applicable to US Foods and this RFP response.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This request is not applicable to US Foods and this RFP response.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This request is not applicable to US Foods and this RFP response.	*
51	What are your proposed exchange and return programs and policies?	US Foods understands that from time to time customers may wish to return product to US Foods due to product damage, defective merchandise, quality issues, shipping the wrong product, an unwanted product, out-of-date product, or an order error. To comply with food safety regulations, and to ensure product safety, quality and packaging integrity; and to minimize temperature shock exposure, the following policy is in place: • Refused Product – credits at the time of delivery: It is essential that customers check-in all orders to verify the accuracy and completeness of the invoice. From time to time it may be necessary to refuse product at the time of delivery. • Product Returns – pick-up and credit requests: Should a product pick-up be necessary, the customer should notify US Foods customer service or your local representative immediately. Returned merchandise must be in resalable condition and must be packed in it is original carton, unless an authorization is made to return merchandise for quality inspection. All returns must have the original warehouse pick label affixed to them. • Dry grocery and nonfood items — return within seven days of receipt of merchandise. • Refrigerated items — return during delivery only. • Refrigerated items delivered by key drop or honor drop: Customer should notify U.S. Foods upon checking in its order on either the delivery day, or by the close of business the same day, in order to request a product return authorization. The product should then be picked up at the customer location on its next delivery day. In certain cases, when returning certain special order Equipment and Supplies, not carried in the local distribution center, there could be a restocking fee for picking up such product and returning it to the manufacturer's plant. The restocking fee is determined by the manufacturer, not US Foods. Included in our comprehensive QSP on-boarding package, we provide each customer with a copy of our Food Safety and Quality Assurance Return Policy and Recall Process. This policy is subject to change as needed to accommodate changing food safety and handling regulations and business needs as appropriate.	*
52	Describe any service contract options for the items included in your proposal.	This request is not applicable to US Foods and this RFP response.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Substitution Process: US Foods offers the following substitution process to assure that the procedure for approval and acceptance of substitutions is maintained and offers Members the opportunity to recover damages for substitutions if US Foods fails to follow the substitution policy. However, the decision to substitute a product will remain with the Member at the time that the order is placed. Should a product be unavailable the Member can choose to select a substitute or wait for the original item to become available. If the Member does choose to select a substitute, it will be priced in accordance with the pricing formula contained in this RFP. US Foods may make no automatic product substitutions without prior approval from the Member. If US Foods fails to have a product on hand at when the product is ordered and the Member has provided written or electronic pre-approval to automatically substitute another product for such product, US Foods shall automatically make the approved substitution (“automatic product substitution” or “auto-sub”). Further, the Member may upon being notified of the out-of-stock condition, authorize an alternate product be substituted. Automatic product substitutions should be of equal or better quality to the product originally ordered. Auto-sub and authorized-sub products shall be priced at delivered price plus the distribution fees. Substitution Guarantee: The Member may ask US Foods to pay damages for Non-Compliance with the Product Substitution Provision. Failure to comply with the Product Substitution provision will result in US Foods being required to pay damages as shown in the table below. First occurrence -written notice Second occurrence - $125 damages Third occurrence -$250 damages Fourth and each successive occurrence $1,000	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Service Guarantee: US Foods offers the following service guarantee to assure that the fill-rate is maintained, and offers Members the opportunity to recover damages if their fill-rate falls below 98% according to the following: Fill-Rate Guarantee: US Foods will compensate the customer for failure to provide service at the guaranteed level. The Customer may request that US Foods conduct a service-level audit within 15 days of the closing of the month. Upon receipt of the request, US Foods will audit the prior month's fill rate record and provide a review of the service record within 15 working days. Should the fill-rate audit reveal a one-month fill-rate below 98 %, US Foods will pay, credit, or by mutual agreement otherwise compensate the Member for the difference between actual fill-rate and the guaranteed fill-rate according to the following formula: (fill-rate guarantee) - (actual service level) x (total participating customer purchases from US Foods less credits, rebates, discounts, returns, allowances, and other adjustments paid to or credited to customer for the one-month period) x 10%. Fill-rate damages = (.98 - .90) x ($100,000) x (10%) = $800 Product fill rate is defined as the percentile representation of cases filled, on the first scheduled delivery following order placement for a participating member during a one-month period, divided by total cases ordered by that participating member for that same period. Line items filled do not include authorized or unauthorized substituted products. US Food’s inability to deliver due to a force majeure event, crop shortage, manufacturer allocations, inventory shortage, pandemic, strike, and other uncontrollable factors caused by the participating member's unusual demand (greater than 110 percent of prior month average order for each item), and/or special orders (items not included in the member's regular order guide) will not be included in fill rate calculations.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms will be assigned by US Foods based on a fully completed and executed credit application or credit information (for public agencies) and US Foods' good-faith analysis of member's credit and financial status. Publicly owned and operated schools, school districts and government agencies are required to provide proof of public ownership and contact information for their payables office and personnel. Payment terms may range from COD to Net 30 days. In addition, US Foods offers SOURCEWELL members a Prompt Pay off invoice incentive. This incentive can be applied off invoice in the form of a line-item deduction off the total invoice or can be paid in the form of a credit memo upon request. The payments incentives listed below would be applied as a percentage to each invoice as earned and are re-evaluated on a quarterly basis. A program upcharge for DSO performance of 31 days+ would be reflected as an increase in the applicable program fee per case schedule. Incentive: Prepayment incentive= -.60% 0-10 day DSO = -.30% 11-15 day DSO = -.25% 16-20 day DSO = . -10% 21-30 day DSO = 0% Upcharge: 31-45 day DSO= .25% 46-60 day DSO= .50% US Foods offers a variety of invoice and payment options, including P-cards and Credit cards. Other convenient payment processes are: • ETF Electronic Fund Transfer - Money is wire transferred • On Line Bill Pay incorporated into US Foods Online • ACH - Electronic payment on demand • Auto deduct -Routine and automatic bank acct deduction • Electronic Statements and Invoices are available	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	This request is not applicable to US Foods and this RFP response. *	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See attachments for: 57. Govt Agency Credit/payment information 57. Non-Govt Agency Credit application	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	US Foods offers a variety of invoice and payment options, including P-cards and Credit cards. SOURCEWELL members electing to pay via credit card method will be charged in accordance with US Foods' current standard credit and convenience fee policy. Government agencies and publicly operated schools are not subject to a credit card fee according to the current policy. US Foods reserves the right to revise payment policies and processes as needed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal.	US Foods' Pricing Model: US Foods uses a Delivered Price Plus Markup Methodology (commonly referred to as Cost Plus % markup or fee/cs). All products purchased by participating SOURCEWELL member are covered by a firm markup by category. US Foods calculates the price at which we sell each product under this RFP to	

Upload your pricing materials (if applicable) in the document upload section of your response.

SOURCEWELL members, with either a fee per case or a percentage mark up, using the following definitions and calculations.

Sell Price:
Sell Price is the price at which we will sell products to SOURCEWELL members. US Foods' customers are responsible for all applicable customs, duties, fees, taxes or other payment for such products.

The sell price of each product priced under this agreement will equal (a) the delivered price of such product, plus (b) the percentage markup or fee per case markup on the Distribution Markup Schedule for the product category, less (c) off-invoice discounts or off-invoice allowances. For those SOURCEWELL members that require a fee per case mark up, the Sell Price is calculated as follows: Sell Price = Delivered Price + fee per case. For those SOURCEWELL members that require a percentage mark up, the Sell Price is calculated as follows: Sell Price = Delivered Price x (1 + Mark-Up).

Example Markup per Case Sell Price:

Distributor delivered price:	31.00
Mfr. agreement discount	- 6.20
Distributor discounted delivered price	24.80
Markup 7.55% (cost x 1.0755)	1.87
Member Invoiced Sell Price	26.67

The price to participating members for all products sold under this agreement (the "Sell Price") will be calculated on the basis of delivered price to US Foods. For the purposes of this agreement, "delivered price" to US Foods is defined as follows:

- In the case of contract products, the amount provided in the applicable supplier agreement as the national or regional contract price to be billed to members without the subtraction for cash discounts allowed by suppliers for prompt payment and prior to the addition of the markup.

- In the case of non-contract products, the manufacturer's (supplier, packer or any other vendor) delivered price on the manufacturer's invoice, if available from manufacturer, or unit price FOB manufacturer's dock plus standard freight (as hereinafter defined) to USF's distribution center, less off-invoice discounts or off-invoice allowances (to mean manufacturer-generated discounts or allowances on particular items for set periods of time, which are specifically reflected on the invoice).

- Where a participating member, or USF on behalf of a participating member, has determined a price for any product directly with its supplier, the delivered price for all such products shall be that determined price.

Standard freight, in those cases where the invoice cost to the delivering primary ordering location is not a delivered price, means a reasonable freight charge to transport a product from the supplier to the primary ordering location based on market tariff conditions. Freight charges may include common or contract carrier charges imposed by the manufacturer (supplier, packer or any other vendor) or a carrier or charges billed by USF's freight management service. Standard freight for any product will not exceed (a) the manufacturer freight price normally payable by the Authorized Distributor distribution center for inbound shipments of regular quantity requirements of such products for such distribution center that would have been paid had freight not been managed by USF or its affiliates; or (b) if there is no manufacturer price, an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities, which may include consideration of standard tariff rates. Alaska Participating entities will receive pricing based on the guidelines in this proposal with the addition of Ocean and Outbound Freight as follows: Delivered cost includes Ocean Freight which is all inclusive for shipment from Seattle to Anchorage including ocean fuel surcharges, and Outbound Freight delivered to the customer locations via the US Foods Anchorage Distribution Center. These rates are subject to general rate and fuel surcharge changes as mandated by Ocean Carriers. Rates are subject change based off

published General Rate Increases and Ocean Fuel Surcharge changes.

We also earn income and profit from value-added services we provide, such as regional and national marketing, freight management, procurement leverage, consolidated warehousing, quality assurance, and performance-based product marketing. We also receive income and make a profit from the sale of our Exclusive Brand Products, from our Suppliers through promotional allowances, cash discounts, prompt pay discounts, growth programs, and from other transactional payments and our management of competitive conditions. All of this income and profit is referred to as “Earned Income.” We may negotiate or set the invoice price and amount of earned income we receive from our Suppliers. The Sell Price is not adjusted for Earned Income. *

Due to the added handling and damage costs associated with handling less than full cases of the product, a special handling charge of 1 percent will be added to the markup of all products sold by individual container or in less than full cases. This special handling charge will be applied to the markup as defined above.

Delivered Price:
The Delivered Price refers to our Supplier’s invoice or quote, which may include a transportation fee for inbound shipment to our distribution center. For purposes here of, “Supplier” means manufacturers, vendors, suppliers, packers, brokers, redistributors, consolidators, transaction service providers and USF business units and affiliates. When our Supplier’s invoice or quote does not include a fee for transporting products, Delivered Price will include compensation to us for inbound shipment to our distribution centers and, in such situations, the transportation fee will not exceed the average market freight price, for comparable products, shipping methods and quantities. We may use our logistics expertise to manage freight and consolidate orders and may earn income and profit from those freight management activities; provided that Delivered Price will not exceed the f.o.b. origin unit price plus the transportation fee for inbound shipments to our distribution center that would have been payable at the quantities ordered had we not managed freight.

For products sold under trademarks owned and licensed by us (“Exclusive Brand Products”), Delivered Price may be calculated based on our published price list plus any applicable service charge. If there is a national agreement between us and a Supplier that specifies the price we must charge our customers for certain products, the Sell Price, which is the price at which we will sell products to you, will be governed by such national agreements. Delivered Price will include any duties, taxes or fees we are charged by a Supplier. All manufacturer’s discounts on the face of the invoice or that are otherwise designated by a Supplier to be passed on to you will be applied when determining the Sell Price. Delivered Price is a price, not an actual product cost, and may include Earned Income. “Earned Income” is the income and profit we make from value-added services we provide, such as regional and national marketing, freight management, procurement leverage, consolidated warehousing, quality assurance, and performance-based product marketing. We also receive income and make a profit from the sale of our Exclusive Brand Products, from our Suppliers through promotional allowances, cash discounts, prompt pay discounts, growth programs, and from other transactional payments and our management of competitive conditions. All of this income and profit is referred to as “Earned Income.” We may negotiate or set the invoice price and amount of earned income we receive from our Suppliers. The Sell Price is not adjusted for Earned Income.

Changes in Cost Indices:
For customers requiring a fee per case mark up, the fee will be reviewed on an annual basis and will be adjusted to reflect changes in the Consumer Price Index (CPI-U). We understand and will comply with the SOURCEWELL guidelines for price change communication.

Price Change Frequency:
US Foods will provide all customers with an order guide listing

		current prices for products at the beginning of each month during the term of the awarded contract. The price for each product will be determined based on the above formula at the time the order guide is prepared and sent to customers and will be subject to weekly updates in the product categories listed below. Weekly: Beef, veal, cheese, coffee, dairy, shell eggs, flour, rice, sugar, lamb, specialty meats, mayonnaise, oil and shortenings, orange juice, pork, poultry, produce, seafood. Monthly: Disposables, dry goods, refrigerated items, foodservice chemicals, frozen goods, frozen juice, nutritional items, smallwares, equipment Stock Keeping Units: US Foods provides approximately 400,000 fresh, frozen, and dry food stock-keeping units, or SKUs, as well as non-food items, sourced from over 5,000 suppliers, which are available for review on usfoods.com to customers based on the servicing division. Due to the number of items we make available to customers, our ability to provide these items within the context of this response is not possible.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	US Foods' pricing model is not based on a discount from MSRP/published list. As stated above in question 59, our price model is cost plus percentage markup for non-K12 agencies. Through this proposal, members will have access to 310+ manufacturer agreements with average discounts of 20% which is over 50,000 individual line items or sku's with negotiated program pricing that is reflected in our final price to the customer.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposal offers several incentives and rebate programs, enabling members to further maximize program value based on total spend, operational efficiencies and product selection. 1) Operational Incentives for non K12 Operational incentives for Volume, Drop Size and Payment are applied off-invoice as a line item deduction off the total invoice. This means this incentive is instant and there is no waiting period to receive your incentive. Volume, Drop size and Payment incentives can be paid as a quarterly credit memo upon request. Volume Incentive: This incentive may be earned by individual customers with annual spend of $1M or greater. Districts and multi-unit customers who make purchasing decisions as a group are considered one entity and may earn volume incentive based on group, district, or system total annual spend. Volume Incentive for K-12 and Early Learning determines their mark-up schedule and are reflected in the schedule. Annual Volume $1-$2M= -.25% Annual Volume $2-$3M= -.40% Annual Volume $3-$5M= -.60% Annual Volume $5M+ = -.75% Prompt Pay Incentive: US Foods offers SOURCEWELL members a Prompt Pay off invoice incentive. This incentive can be applied off invoice in the form of a line-item deduction off the total invoice or can be paid in the form of a credit memo upon request. The payments incentives listed below would be applied as a percentage to each invoice as earned and are re-evaluated on a quarterly basis. A program upcharge for DSO performance of 31 days+ would be reflected as an increase in the applicable program fee per case schedule. Incentive: Prepayment incentive= -.60% 0-10 day DSO= -.30% 11-15 day DSO= -.25% 16-20 day DSO= . -10%	

		21-30 day DSO= 0% Upcharge: 31-45 day DSO= .25% 46-60 day DSO= .50% Average Delivery Size: This incentive is calculated using each delivery location's average delivery size over a period of one quarter, based on purchasing practices for the previous quarter. This incentive can be applied off invoice in the form of a line-item deduction off the total invoice or can be paid in the form of a quarterly credit memo upon request. Avg delivery size $3000-$3499= -.15% Avg delivery size $3500-$3999= -.25% Avg delivery size $4000-$5499= -.35% Avg delivery size $5500-$6999= -.50% Avg delivery size $7000-$10999= -.65% Avg delivery size $11000-$15999= -.95% 2) New Member Rebate: US Foods offers a rebate to any new member of SOURCEWELL that elects to transition from another distributor to US Foods under the terms and conditions of an awarded agreement. The New Member Rebate will be calculated at .85% of total purchases for the first twelve (12) months starting from the date of the first delivery. This is paid as a credit memo or a check in two 6-month intervals. 3) US Food Exclusive Brand (EB) Product Rebate: Rebate of 1% on all USF exclusive brands that are not VMA contracted, paid directly to members bi-annually as a credit memo on each customer number. 4) Fuel Surcharges: Currently US Foods does not have a fuel surcharge. If at any time during the agreement term the national average "weekly retail on highway diesel" increases to $5.00, then US Foods may propose the terms of an Extraordinary Fuel Hardship Relief Program that could require Sourcewell members to pay a fuel surcharge. US Foods will communicate the fuel surcharge fee to Sourcewell members in advance of the increase taking and it will be reflected on the customer's invoice as a separate line item.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	US Foods understands that our customers may need to order products that are not currently in inventory and may want to special order. US Foods is able to special order products from all of our current manufacturers. There is no additional charge for special order products distributed through the distribution center. Special Order products will be priced at delivered price plus the distribution fee per case or percentage mark-up according to the applicable pricing tier and product category, as outlined in our definition of delivered price and sell above in question 59. Special Order Process: • Customers can work with their US Foods Account Representative to identify products during the onboarding process. Once the items are brought into stock, (average lead time of 4-6 weeks), you will be notified by US Foods, and the items will be delivered within the next delivery day after they arrive at the US Foods distribution center. • We utilize a Special Order or Direct Shipment (SODS) tool, which allows US Foods to start the process online and which provides the customer with an easy tracking system of the progress. US Foods Direct Introduced in 2020, this process is our solution to many of the commonly special order items of our customers across the country. With US Foods Direct, you have access to tens of thousands of items, shipped directly to you via FedEx and UPS via the US Foods online and mobile ordering platform. Shipping is included in the price you see and will be priced according to the program markups outlined in this proposal, tracking information is sent to your online account, products arrive within five days, no returns, and no special paperwork required. This system operates in a manner similar to ordering from other online websites but allows customers the convenience to access these items via their current program and billing process with US Foods. These items are identified on the order site as DIRECT".	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This question does not apply to US Foods, as our pricing model includes all costs of acquisition.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Stocked and Special Order purchases from US Foods include freight, as outlined in our definition of delivered price and sell above in question 59. The exception to this may be foodservice equipment shipped directly from the manufacturer. If a SOURCEWELL member wants to order foodservice equipment, shipped directly from the manufacturer, US Foods will provide a quotation to the customer which identifies any additional freight fees. Freight fees are determined by the shipping manufacturer.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska Participating entities will receive pricing based on the guidelines in this proposal with the addition of Ocean and Outbound Freight as follows: Delivered cost includes Ocean Freight which is all inclusive for shipment from Seattle to Anchorage including ocean fuel surcharges, and Outbound Freight delivered to the customer locations via the US Foods Anchorage Distribution Center. These rates are subject to general rate and fuel surcharge changes as mandated by Ocean Carriers. Rates are subject change based off published General Rate Increases and Ocean Fuel Surcharge changes. Hawaii and other offshore locations are not currently included in our service area.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	US Foods provides direct ship programs designed to broaden the unique product offerings that customers can access in addition to the stocked and special-order products available in each Division. US Foods Direct Introduced in 2020, this process is our solution to many of the commonly special order items of our customers across the country. With US Foods Direct, you have access to tens of thousands of items, shipped directly to you via FedEx and UPS via the US Foods online and mobile ordering platform. Shipping is included in the price you see, and will be priced according to your program, tracking information is sent to your online account, products arrive within five days, no returns, and no special paperwork required. This system operates in a manner similar to orderingfrom other online websites but allows customers the convenience to access these items via their current program, and billing process with US Foods. US Foods Culinary Equipment & Supply CES offers a variety of equipment and small wares which are available via the internet on www.usfood.com and USFood.com, including product descriptions, specs and pictures, pricing and ordering via US Foods Culinary and Equipment and Supplies (CES). Products are delivered via Fed Ex to your door. USFoods.com/equipmentandsupplies.com. Many items are in stock in ourDistribution warehouses and can be delivered with customer regular food orders, a larger selection of smallwares and small equipment and kitchen items are available to order online and ship from our CES warehouses, and large items are available via a quote process at customer request. All items shipped under this program are included in the program markup structure provided in this proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our proposal utilizes Vizient's Authorized Distributor Agreement #FD91220 as the program and pricing base agreement providing maximum savings and enhanced qualitative offerings. Upon award, Sourcewell members that have been rostered will have the ability to purchase food and food related products from US Foods under Sourcewell's cooperative food contract awarded to US Foods. There are no fees or volume commitments required to participate in this program. Members will have access to the country's largest, most competitive, and extensive manufacturer contract portfolio. which leverages more than $150 Billion in customer purchasing power. Our program not only factors in the volume of Sourcewell members but adds that to national volume scale optimizing pricing, as well as access to many exclusive value-added tools and solutions, focused on quality, service and Customer satisfaction.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	US Foods is committed to integrity and transparency. The following processes are in place to ensure consistent and accurate contract execution with reliable and trusted on-going management and service. US Foods Pricing Reliability and Transparency US Foods maintains a high integrity execution and maintenance process. Central management of your contract and documented pricing accuracy to customers will be provided through centralized pricing functions and monthly cycle audits. This will result in standardization, control, efficiency, effectiveness and ultimately improved service to you and to your members. Contract Pricing Management Process (Audit/Control) Pricing for all US Foods National Sales Customers is managed by one central group, the US Foods National Accounts Contract Administration Group, located in Tempe, AZ. Specifically, this group manages: • Distribution Agreement contractual mark-ups (fee per case and markup % by category) as outlined in the

SOURCEWELL/USF agreement, and
• All National-Level customer/supplier price agreements.
Manufacturer Agreement Pricing
All supplier/manufacturer national agreements (VMAs) are sent to a dedicated US Foods associate. The US Foods associate is responsible
for coding of the item with the corresponding US Foods item number as well as the entry of the specific pricing into our system. An independent
auditor from the US Foods Audit Group compares all pricing from the manufacturer agreement with the new pricing entered into the system for accuracy. Each qualifying SOURCEWELL member with a member id is then “linked” or “attached” to the applicable contractual pricing. This process is managed and maintained by the US Foods National Sales Maintenance Group. Entry of both distribution agreement information and manufacturer agreement pricing is entered and maintained into the
mainframe system. Should an error in pricing be identified, it is corrected for all customers that were affected by the error.
Benefits of National Execution:
Consistent system employed across the company to manage contracts and contractual pricing,
Reduces the likelihood of keying errors as multiple keystrokes have been eliminated, Tightly structured, controlled system to manage pricing, Improved pricing integrity to our members, and Verifying accuracy, an audit process is implemented comparing all pricing from the supplier agreement with the new pricing entered into the contract system.
Member Audit Rights
Ultimately customers using the Sourcewell/USF contract have audit rights as provided by our national agreement. SOURCEWELL members have audit rights following these guidelines, ensuring a timely, fair, and accurate processes and review:
The member must request a price audit in writing at least 30 business days prior to the suggested date of the price audit. This request must identify up to 30 items to be verified with one price point verification
per item.
The audit period shall be the 13 weeks immediately preceding such audit.
The date and time of the audit must be to the mutual agreement of both parties.
The audit will be conducted at the US Foods office servicing the participating customer or virtual.
If the 30-item audit reveals an error ratio greater than 10 percent, the member has the right to request an expanded audit of 100 items, following the process cited above.
If the 100-item audit reveals an error ratio greater than 10 percent, the member has the right to request an audit of all purchases for the 13 weeks preceding such audit.
Quarterly SOURCEWELL Sales Reporting and Audit:
Reporting Relationships As the current awarded distributor for Sourcewell’s food contract, US
Foods is honored to respond to this RFP. Our proposal utilizes the USF/Vizient Distributor Agreement between US Foods and Vizient as the
program and pricing base agreement. Sourcewell members that have been provided a Vizient access ID, will have the ability to purchase food and food related products from US Foods under the Sourcewell food contract awarded to US Foods resulting from this RFP. OMNIA Partners is
Vizient’s channel partner for the public sector segment. US Foods’ sales generated from customers using the Sourcewell food contract are reported to Vizient, and therefore to OMNIA Partners. OMNIA Partners will be responsible for providing US Foods sales quarterly to Sourcewell, using the following process.
• When a qualifying agency requests to utilize the SOURCEWELL/USF Contract, OMNIA Partners will create a Vizient access id with an indicator
identifying SOURCEWELL contract access.
• US Foods will follow US Foods’ standard customer set up process including linking the agency’s USF customer number

		to the appropriate SOURCEWELL/USF Contract pricing. • As part of US Foods' comprehensive set up process, US Foods will audit the account for contract linkage and applicable program incentives prior to the first order the SOURCEWELL/USF Contract. • US Foods provides monthly sales reporting by customer to OMNIA Partners via Vizient. • US Foods and OMNIA Partners will conduct a quarterly review of sales activity prior to OMNIA Partners providing sales reporting to SOURCEWELL. • US Foods will conduct business reviews with SOURCEWELL, at a frequency and format determined by SOURCEWELL. The purpose is to review contract activity, results, member value, and continuous development of strategic growth plans, ensuring we are together aligned with mutual goals.	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	US Foods has assigned dedicated Sales Associates to support the growth and maintenance of the members using the Sourcewell food contract. As such, our success is a reflection of the success of this program, and our goals are aligned to build and keep the business. To ensure that as the business relationship matures with Sourcewell and with each Member, we focus on these key elements to stay connected and track success. • Dedicated National Sales Account Representative • Customer Business Review • Ongoing Consultation • Red Flag Plan • Sales reporting • Product opportunity reports Please review item #69 which is a portion of the information provided in our most recent business review conducted with Sourcewell which contains the most relevant metrics to our contract growth. We will conduct these reviews at a frequency determined by you, the customer, and add additional information as requested or as circumstances evolve. With our transparent approach to your business, we do provide the detail to support the metrics provided upon request.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	To support this proposal utilizing the Vizient Distributor Agreements through OMNIA Partners, OMNIA Partners agrees to pay Sourcewell a portion of the administrative fees generated and received attributable to the Sourcewell participants products purchased. Upon contract award, Sourcewell and OMNIA Partners will confirm and finalize the payment details, including timing and reporting.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Products and Equipment: US Foods, Inc. is one of country's leading distributors of food and food related products, offering a broad range of products and services to foodservice operations of all types. We provide approximately 400,000 fresh, frozen, and dry food stock-keeping units, or SKUs, as well as non-food items and kitchen equipment, sourced from over 5,000 suppliers. Our Prime Vendor proposal utilizes Vizient's Authorized Distributor Agreement #FD91220 awarded to US Foods, providing maximum savings and enhanced qualitative offerings. Upon award, Sourcewell members that have been rostered will have the ability to purchase food and food related products from US Foods under Sourcewell's cooperative food contract awarded to US Foods. There are no fees or volume commitment to be rostered in this program. In order to offer the value that this program provides, members are required to utilize US Foods as their Primary Supplier for their foodservice product needs for approximately 80% of their food purchases and meet a minimum order requirement of $600. Members will have access to the country's largest, most competitive, and extensive manufacturer contract portfolio which leverages more than $150 Billion in customer purchasing power. Our program not only factors in the volume of Sourcewell members but adds that to national volume scale optimizing pricing, as well as access to many exclusive value-added tools and solutions, focused on quality, service and Customer satisfaction. Services: US Foods delivers food and foodservice products on our dedicated fleet of temperature controlled vehicles to assure that the quality and safety of the food chain is maintained throughout the process. The delivery drivers are US Foods employees and receive ongoing training in the latest methods and handling procedures to provide customers with the best possible experience with each delivery. We work with customers to determine a mutually agreeable delivery schedule based on overall purchase volume, geography and routing efficiency. Additional services provided are outlined in this response describing our Sales and Customer Service support, Chefs and Specialists, Technology, and broad and innovative product selection.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following sub-categories are distributed by US Foods: Boxed Meats Coffee Dairy Disposable Cutlery Disposables Dry/Refrig Food Goods Foam Trays Foodservice Chemicals Fresh/Frozen Poultry, Seafood, Beef, Pork, Deli Meats (excludes boxed beef) Frozen Food Goods Frozen Juice Frozen Potatoes Portion Control condiments Produce Frozen Vegetables Shell Eggs Processed Eggs (refrigerated and frozen) Smallwares/Equipment US Foods offers a wide variety of product options. Customers are in control of selecting products that best fit their individual operations and satisfaction needs. US Foods has "Good, Better, Best" tier strategy for products based on price and quality. The Good tier features our value brands, which offer a wide variety of lower cost products for customers who demand consistent quality and superior value. Our Better tier features brands that are equivalent to or higher quality than comparable manufacturer brand products. Our Best tier features our exclusive, differentiated brands.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Food products: Grocery – Dry, Refrigerated, Frozen; Beverages; Dairy; Meat/Poultry; and, Fresh Produce	(•) Yes ( ) No	Full line of frozen and refrigerated products including fresh milk, and frozen sliced bread.	*
74	Related supplies: Paper products and disposables; janitorial and chemical supplies, small wares, serving equipment and tabletop items; and, kitchen equipment	(•) Yes ( ) No	Full line of non-food disposable and equipment items commonly required for foodservice and school feeding operations are included in this program.	*
75	Related technology and services: Food service-related software or technology solutions and services	(•) Yes ( ) No	US Foods web-based order and information platform is available to participating members at no cost and provides extensive product information, reporting, and invoicing copies and details in and easy to use format.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe your out-of-stock/backorder, special orders, and product substitution policies.	At the time of order our system notifies customers of any products that are unavailable. US Foods customers have the ability to choose their substitutions online. If a SOURCEWELL member orders a product that is out of stock, they will often be prompted with a product option that has been best matched by description and price for the item in question. Otherwise, our customers can search the product catalog for an alternative product. If the customer wishes that we check their orders for out of stocks instead, our customer service department can look for acceptable substitutions and contact the appropriate person in the foodservice department to verify that the alternative is acceptable. All such approved products will then be listed on our invoices upon delivery. US Foods will make no product substitutions without prior approval from the customer. If US Foods does not have a product on hand at the distribution center when the product is ordered, and the member has provided written or electronic preapproval to substitute another product for it, US Foods will automatically make the approved substitution (“automatic product substitution” or “auto-sub”). Further, the customer may, upon being notified of the out-of-stock condition, authorize an alternative product be substituted (“authorized substitution” or “authorized-sub”). Automatic product substitutions should be of equal or better quality to the product originally ordered. Auto-sub and authorized-sub products shall be priced at delivered price plus the distribution fees. US Foods does not backorder products.	*

77	Describe your product recall policies and processes.	Food Safety is a CORE Value at US Foods. To that end, we utilize Best-in-Class Tracking and Recall Programs. As an active member of Global Food Safety Initiative (GFSI) and GLOBALG.A.P (Good Agricultural Practices), US Foods contributes to the implementation of internationally recognized food safety standards, including a best-in-class recall and recovery program that quickly contacts customers with accurate information about a recall and initiates product recovery. Affected customers are contacted within 24-hours upon notification from suppliers. Count on US Foods to keep SOURCEWELL members informed and to keep recalled product out of their operations. Recall notices are also logged and available on US Foods Online. Recall Process: We have developed a best-in-class procedure for notification of potential recalls and product holds. All product recalls are generated by the US Foods quality and assurance department. The facility has a coordinator on site with two back-ups. The facility follows all Federal Government guidelines pertaining to the level of product recall. US Foods policy requires that all facilities respond to the recall within one (1) hour. The Process • US Foods receives notice from vendor/supplier regarding product to be recovered. The corporate recall coordinator (CRC) gathers specific details regarding the recalled product from the vendor. • CRC contacts each Recall Coordinator at the affected divisions. • The CRC communicates specific product information to each affected division to ensure that only the affected product is being recalled. • Divisions take action and recovery becomes main priority. Actions vary on classification/severity of the product recovery. • Depending on the classification of the recall, (Class I Health Hazard, Class II Remote Probability of a Health Hazard) our customers are notified via telephone and/or certified mail. • Product is removed from sale and segregated. • Product is then either destroyed or returned to the Vendor. • CRC works with facilities regularly to ensure current contacts are accurate and up to date. Food Safety Facility Audits: In addition to food safety audits conducted by the FAA, FDA or other federal, state, and local government agencies, US Foods uses a 3rd party food safety audit contractor, NSF International, to provide independent auditing of our systems, policies and controls. We are also subject to announced and random inspections by food safety auditors from our customers. NSF International provides US Foods yearly inspection and auditing services of our facilities to provide a second layer of food safety assurance. NSF International also provides unannounced audits semiannually randomly selecting a department to be audited. Audits are designed by department and cover all aspects of the operations within the department. Audits include: • Food Safety • Receiving, Storage, and Shipping • Pest Control • Employee Practices • Building and Equipment Condition • Building and Equipment Cleanliness • Security

78	Describe your company's capabilities with fresh produce. How are local produce sources identified?	At US Foods, we are committed to working with our growers to bring you the best-quality produce year-round under our Cross Valley Farms label. We understand that fresh produce is a key driver in many operations and can offer exciting, new ideas when presenting the freshest, seasonal products at every US Foods distribution center. We have a passion for produce and strongly believe that not all produce is created equal. We work with growers, repackers and suppliers to provide only the highest quality produce to represent our Cross Valley Farms brand, ensuring that our quality standards are maintained from the field to the customer. Knowing the importance of produce quality and safety, we require that all of our growers follow Good Agricultural Practices (GAP), Good Manufacturing Practices (GMP), and are SQF (Safe Quality Food) 2000 and GFSI (Global Food Safety Initiative) certified suppliers. From selecting the freshest and best produce available to maintaining industry-leading control over quality, we take the extra steps that other may not. Buying Local produce reduces the environmental impact and transportation costs which provides farmers with maximum return on their investment and means that money spent stays within the community supporting the local economy. US Foods is committed to providing opportunities for local suppliers and presenting these options to our customers on behalf of our suppliers with a three point local strategy: • Providing education on the benefits of purchasing local and regional products • Creating visibility for local and regional food sources • Marketing and supporting local and regional foods. Local and regional products can be identified at www.usfoods.com which features a "local" icon at the end of qualifying product descriptions. You can conduct searches to display only local items, click on the product number to view product information, including where the grower/manufacturer is located, and how for the grower/manufacturer is from your US Foods distribution center.
79	Describe how your company will handle a participating entity that has manufacturer agreements in place.	US Foods is committed to insuring the best financial value possible for SOURCEWELL members. If a SOURCEWELL member has negotiated a price for a product directly with manufacturer that is stocked at US Foods, we will support that agreement so long as the manufacturer sends the appropriate documentation at least twenty days prior to the effective date and manages updates as necessary.

80	Describe how participating entities will access nutritional and product information, inventory, and product ordering.	US Foods Online e-commerce platform website publishes nutritional information, product ingredients and pictures, including allergen and marketing claims of manufacturers. We require manufacturers to submit this information to us at the time of initial product set up. The website also provides detailed product information including extended product descriptions, ingredient statements, nutritionals, allergens, marketing claims, and pictures. • Nutritional information – available online while ordering or searching for products. • Easily share information – download all search results with nutritional and allergen information. With the nutritional claims filter, users can search on Child Nutrition Certification, Cholesterol Free, Fat Free, Low Fat, MSG Free, No Sugar Added and Trans Fat Free. You can also filter product searches by additional Nutritional Nutritional Claims, Allergens and Marketing Claims which include Crustacean, Eggs, Fish, Gluten, Lactose, Milk, Mustard, Peanut, Soy, Tree Nut Free and Wheat Free. • CN labels are available when manufacturers have provided to USF. • CN products can be searched by "CN or Child Nutrition" in US Foods Online catalogs. • Product Formulation Statements are available for customers to source directly from manufacturers' website. US Foods can also provide upon request. Product Allergen Information: Product information is provided by manufacturers/suppliers, including information from the Global Data Synchronization Network (GDSN). We know that allergen information is important to many customers, so we are providing product information from the manufacturers/suppliers for the 8 most common allergens identified by the FDA, along with mustard, gluten, and lactose. This information may not cover potential cross-contact risks or alternate forms of the allergen(s). Please see allergen category descriptions below. Product formulations are subject to change and nutritional values can vary due to production, seasonal and other changes. Please always review the ingredients, allergens, nutrition information and other product information on the product packaging delivered to your location. US Foods does not assume any legal liability and makes no warranty or guaranty, express or implied, regarding the completeness or accuracy of this information. Allergen Code C= Contains-which means substance is intentionally included in the product. Allergen Code MC=May Contain-which means the substance is not intentionally included, but due to shared production facilities or other reasons, the product may contain the allergen. Allergen Code NII=Substance Not Intentionally Included-which means the substance is not intentionally nor inherently included in the product, however because it is assessed to not require a cross contact declaration, product testing may not always be conducted for confirmation (for example milk not inherently containing shellfish or peanuts or cheese sticks with not declaration of shellfish) Allergen Code NK-Not Known/Undeclared-which means that data is not provided by the manufacturer/supplier or is not included in the categories listed above.
81	Describe your company's experience with multiple delivery locations for the same entity.	US Foods currently supports thousands of customers with multiple delivery locations for the same entity such as States with facilities spread across their geography, school districts with multiple school sites, national chain business with locations that stretch across the country. We do this by giving each delivery site a unique customer number in our system tied to the delivery address, and then are able to manage each location independently while syncing them all together under their respective group such as State, Coop, District, Chain, hospital system, etc.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 59 Pricing Model and Definition of Pricing and Markup.pdf - Friday April 01, 2022 17:44:00
- Financial Strength and Stability - US Foods Financial Information.pdf - Monday March 28, 2022 20:14:45
- Marketing Plan/Samples - 36 US Foods Marketing Strategy.pdf - Monday March 28, 2022 20:11:25
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - 57 Standard transaction docs.zip - Monday March 28, 2022 20:13:12
- Upload Additional Document - Additional Documents.zip - Monday March 28, 2022 20:16:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paula Bruck, Director of Education & Govt, Vizient, US Foods

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Food_Products_Distribution_(other than SFA)_RFP_040522 Fri February 18 2022 04:43 PM	☑	1
Addendum_1_Food_Products_Distribution_(other than SFA)_RFP_040522 Tue February 15 2022 10:21 AM	☑	2

DocuSign Envelope ID: 9196B6F4-7868-4F60-B7DA-CA3DD68645D6

AMENDMENT #1
TO
CONTRACT # 040522-USF

THIS AMENDMENT is effective upon July 1, 2024, or the date of the last signature below, whichever is later, and is by and between **Sourcewell** and **US Foods, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services to Sourcewell and its Participating Entities, effective June 9, 2022, through June 3, 2026 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Supplier's response to Proposal line item 55 under "Table 10: Payment Terms and Financing Options" is deleted in its entirety and replaced with the following response:

   RESPONSE: DSO/Prompt Payment Discount. In the event a Member's Days Sales Outstanding (DSO) during the Term is within one of the ranges listed below, such Member shall be entitled to receive a discount in the amount equal to the corresponding DSO/prompt payment discount percentage listed below. In addition, Members that do not meet Minimum Order Requirement, are not eligible to receive a payment discount. Qualification for this discount shall be measured and determined separately for each individual Member delivery location.

Dales Sales Outstanding	DSO/Prompt Payment Discount %
0 - 3 Days ACH	0.60%
4 - 8 Days	0.30%
9 - 15 Days	0.20%

   US Foods offers a variety of invoice and payment options, including P-cards and Credit cards. Other convenient payment processes are:
   • ETF Electronic Fund Transfer - Money is wire transferred
   • On-Line Bill Pay incorporated into US Foods Online
   • ACH - Electronic payment on demand
   • Auto deduct -Routine and automatic bank acct deduction
   • Electronic Statements and Invoices are available

2. Supplier's response to Proposal line item 59 under "Table 11: Pricing and Delivery" is deleted in its entirety and replaced with the following response:

   RESPONSE: US Foods uses a Delivered Price Plus Markup Methodology (commonly referred to as Cost Plus % markup or fee/cs). All products purchased by participating

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SOURCEWELL member are covered by a firm markup by category. US Foods calculates the price at which we sell each product under this RFP to SOURCEWELL members, with either a fee per case or a percentage mark up, using the following definitions and calculations.

A. The price to Members for all Products sold under this Agreement (the "Sell Price") will equal (i) the Product Price (defined below) of such Product plus (ii) the applicable Member Markup (defined below). For the purposes of this Agreement, "Product Price" is defined as follows:

(1) Contract Products. In the case of Contract Products, the contract price, under the applicable Supplier Agreement, of any such Contract Product, including, as applicable, Standard Freight (defined below), without subtraction for any cash discount, rebate, or credit paid by a Supplier for Distributor's prompt payment, or any fees, incentives, or discounts provided to Distributor by a Supplier that are attributable to other supply channel services Distributor provides to such Supplier.

(2) Non-Contract Products. Except as set forth in Section 8.A(4) below, in the case of Non-Contract Products (excluding Distributor Private Brand Products), the manufacturer's (supplier, packer or any other vendor) delivered price on the manufacturer's invoice or a price included on the manufacturer's price list, or unit price FOB manufacturer's dock plus Standard Freight (as defined herein) to Distributor's distribution center, less off-invoice discounts or off-invoice allowances (such off-invoice discounts or off-invoice allowances to mean manufacturer-generated discounts or allowances on particular items for set periods of time and with are specifically reflected on the invoice). Distributor may select the invoice or published price to be used for determining the delivered price from Distributor's purchase orders for such Products currently available for sale or from confirmed purchase orders for Products due to be received no later than Wednesday of the following week for weekly priced items, and for Products to be received no later than the seventh business day of the following calendar month for monthly priced items. Non-Contract Product prices shall not be greater for any Member than for any of Distributor's non-Member customers.

(3) Distributor Private Brand Products. In the case of Distributor Private Brand Products that are allowance based or Non-Contract Products, the Product Price is a price determined in Distributor's sole discretion (less the applicable allowance in the case of a Distributor Private Brand Product that is an allowance-based Contract Product) and may be set forth on a price list.

(4) Where a Member, or Distributor on behalf of a Member, has negotiated a price for any Product directly with the Supplier of such Product, the Product Price for all such Products shall be such negotiated price.

B. Earned Income. The Parties acknowledge Distributor retains Earned Income. The Product Price for a Product may include savings and profits generated by Distributor's

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centralized operations, such as regional and national marketing, freight management, procurement leverage, consolidated warehousing, quality assurance, and performance-based product marketing. Distributor may also receive negotiated rebates, promotional allowances, cash discounts, prompt pay discounts, growth programs, and other transactional payments from its suppliers. All of these savings and profits are defined as "Earned Income" and are not passed along to Members in the form of a reduction in the Sell Price (as defined above) for any Product; provided however, Earned Income shall exclude supplier-generated discounts or allowances on particular items for set periods of time and which are specifically, or are otherwise, intended to be passed on to Members or which are designated in writing to Distributor to be passed on to Members. For purposes of clarity, Members shall in no event be entitled to Earned Income and Distributor shall not be required to adjust the Sell Price for any Product to reflect Earned Income

C. Standard Freight. When the Supplier's invoice price does not include a fee for transporting the Product, the Product Price will also include a transportation fee for inbound shipment to the applicable distribution center, and in such situations, the transportation fee will be calculated in a manner intended to replicate, not exceed, the average market freight price for comparable products, shipping methods and quantities. The transportation fee will not exceed the F.O.B. transportation fee for inbound shipments to the applicable DC that would have been payable at the quantities ordered had Distributor used the quoted freight price from the Supplier (where applicable).

D. Drop Shipment. "Drop Shipments" are Products shipped from the US Foods Direct or the Supplier directly to a Member but invoiced to Distributor for the purpose of billing such Member. The Sell Price for Drop Shipments shall be the applicable Product Price, plus the applicable Member Markup, plus all direct shipment costs, including without limitation any stocking, picking, packaging, shipping and handling costs ("Direct Shipment Costs").

E. Change in Product Price. If the delivered price to Distributor of any Product increases by more than ten percent (10%), Distributor may immediately recalculate the Product Price for the applicable Product, provided Distributor notifies Members, via electronic or other means determined by Distributor, of adjustment to the Product Price of the applicable Product at least forty-eight (48) hours prior to implementation of the adjustment.

F. Split Cases. Due to the added handling and damage costs associated with handling less than full cases of the Product, a special handling charge of one percent (1%) will be added to the Member Markup of all Products sold by individual container or in less than full cases. This special handling charge will be applied to the Mark-up as defined above.

G. Member Markup. The mark up on K12 business is a Fee per case mark up and Distributor shall have the right to adjust the fee per case amount each year during the Term of this Agreement based on CPI index and inflation factors as determined by Distributor. Distributor shall provide the new fee per case to Sourcewell by May 1st of each year for all bids effective from the following July 1st.

H. Changes in Cost Indices:

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Price Change Frequency:
US Foods will provide all customers with an order guide listing current prices for products at the beginning of each month during the term of the awarded contract. The price for each product will be determined based on the above formula at the time the order guide is prepared and sent to customers and will be subject to weekly updates in the product categories listed below.

Weekly: Beef, veal, cheese, coffee, dairy, shell eggs, flour, rice, sugar, lamb, specialty meats, mayonnaise, oil and shortenings, orange juice, pork, poultry, produce, seafood.

Monthly: Disposables, dry goods, refrigerated items, food service chemicals, frozen goods, frozen juice, nutritional items, smallwares, equipment

I. Unscheduled deliveries (for non-healthcare) shall be at Distributor's discretion. For any unscheduled delivery, Distributor may charge a (non-healthcare) Member an amount equal to Distributor's actual costs for completing such unscheduled delivery, including without limitation any courier fees, or fifty dollars ($50), whichever is greater.

3. Supplier's response to Proposal line item 61 under "Table 11: Pricing and Delivery" is deleted in its entirety and replaced with the following response:

RESPONSE: DSO/Prompt Payment Discount. In the event a Member's Days Sales Outstanding (DSO) during the Term is within one of the ranges listed below, such Member shall be entitled to receive a discount in the amount equal to the corresponding DSO/prompt payment discount percentage listed below. In addition, Members that do not meet Minimum Order Requirement, are not eligible to receive a payment discount. Qualification for this discount shall be measured and determined separately for each individual Member delivery location.

Dales Sales Outstanding	**DSO/Prompt Payment Discount %**
0 - 3 Days ACH	0.60%
4 - 8 Days	0.30%
9 - 15 Days	0.20%

US Foods offers a variety of invoice and payment options, including P-cards and Credit cards. Other
convenient payment processes are:
• ETF Electronic Fund Transfer - Money is wire transferred
• On Line Bill Pay incorporated into US Foods Online
• ACH - Electronic payment on demand
• Auto deduct -Routine and automatic bank acct deduction
• Electronic Statements and Invoices are available

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4. All references to the Vizient contract will refer to “Vizient Contract number FD9143.”

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 5/21/2024 | 4:40 PM CDT

US Foods, Inc.

DocuSigned by:
By: Thomas Kimball
18CBFDCD82C8433...

Tom Kimball, SVP, National Sales

Date: 5/21/2024 | 5:11 PM EDT

AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept a $68,000 donation from the Friends of Dangberg to repair the foundation of the main Dangberg Ranch structure; and adopt **Resolution 2024R-074** to augment the budget in the amount of the donation. (Ryan Stanton)

RECOMMENDED MOTION:
Accept a $68,000 donation from the Friends of Dangberg and adopt Resolution 2024R-074 to augment the budget in the amount of the donation.

FINANCIAL IMPACT:
Resolution 2024R-074 will augment the Fiscal Year 24/25 budget, increasing donation revenue by $68,000 and increasing Major Maintenance and Repair expenses by $68,000. The increased budget will be applied to project number 24P09, which is a project for the restoration of the foundation of the main structure at the Dangberg Ranch. That project will carry over from Fiscal Year 2023-24 into Fiscal Year 2024-25, when it will be completed. To date, the County has expended $28,727.30 in project manager and architectural expenses, and has encumbered an additional $13,500 in architectural expenses, which leaves $57,772.70 remaining in the project budget. The $68,000 donation from the Friends of Dangberg will bring the total available remaining budget for the project to $125,772.70, which is enough to cover the remaining costs of the project.

BACKGROUND:
The Community Services Department is committed to preserving the historic value of the Dangberg Home Ranch. The Community Services Department has allocated funds to preserve the historic value of the property and its assets. Approving this donation will help preserve the historic value of the Dangberg Home Ranch.

ATTACHMENTS:
Resolution 2024R-074.pdf
Donation Form - Friends of Dangberg.pdf

BudgetAugmentRequestForm - Dangberg Donation.pdf

RESOLUTION NUMBER 2024R-074

RESOLUTION AUGMENTING DEPARTMENT
Community Services
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: Dangberg Home Ranch Foundation Improvements
Project # 24P09

Revenue		
234-000 367.102	Donations	68,000.00
	TOTAL REVENUES	68,000.00
Expenditures		
234-805 532.118	Major Repair and Maintenance	68,000.00
	TOTAL EXPENDITURES	68,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 18th day of July, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

DOUGLAS COUNTY
Tax ID# 88-6000031

DONATION ACCEPTANCE FORM

Name of Donor: Friends of Dangberg

Address: 1450 Hwy 88 **City:** Minden **State:** NV **Zip:** 89423

Description of donation: $68,000

Donor estimate of current value: $68,000.00

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

None

Intended use: Restoration of the foundation of the Dangberg Home Ranch

Note that any current fiscal year spending of donated funds must be authorized via BOCC resolution

Conditions of acceptance or donor designation: None

Remarks: **No Goods or Services were provided by the County in exchange for the donation**

County Department receiving donation: Community Services

County Representative receiving donation: Ryan Stanton

Deposit GL Account: 234-000 367.102 **GL Account Description:** Donations

Resolution # 2024R-XXX
(to augment budget and authorize expenditure of donated funds)

BOCC Date 7/18/2024
(required if donation >$10,000 or submitting a resolution)

APPROVED / DISAPPROVED

Date — 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

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☐ Adjusted Opening Fund Balance (AOFB) ☑ Greater Than Anticipated Revenues

☐ Grant - STOP - use the Grant Forms Packet ☐ Capital Projects Fund Reserves

Request Date July 18, 2024 **Requested By** Geoff Bonar

Fiscal Year 24/25 **Fund/Dept:** 234/805

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Donations	234-000 367.102		68,000	
2	Major Maintenance & Repair	234-805 532.118	24P09		68,000
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
			Total	68,000	68,000

Purpose: Donation from the Friends of Dangberg to be used for the Dangberg Foundation Restoration Project.

*** A project number is required for all Capital Projects**

Department Head Name Brook Adie **Signature**

Finance Use Only

	IRC Approval		*BOCC Approval*	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# **Date** **By**

Updated 9/1/21

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $96,826 contract with Reyman Brothers Construction Inc. to perform foundation restoration to the Dangberg Home Ranch residence; authorize the County Manager to execute the contract; and authorize the Community Services Director to approve change orders up to 10% of the contract price. (Ryan Stanton)

RECOMMENDED MOTION:
Approve a $96,826 contract with Reyman Brothers Construction Inc. to perform foundation restoration at the Dangberg Home Ranch as presented; authorize the County Manager to execute the contract; and authorize the Community Services Director to approve change orders up to 10% of the contract price.

FINANCIAL IMPACT:
This project has been approved as part of the Fiscal Year 23/24 budget in the amount of $100,000 and assigned project number 24P09. To date, the County has expended $28,727.30 in project manager and architectural expenses, and has encumbered an additional $13,500 in architectural expenses, which leaves $57,772.70 remaining in the project budget. The addition of the $68,000 donation from the Friends of Dangberg will bring the total available remaining budget for the project to $125,772.70, which is enough to cover the costs of this contract. Upon approval of the contract, the Community Services Department will request a Purchase Order from the Finance Department, which will be used to track all expenses related to the contract.

BACKGROUND:
The Community Services Department is committed to preserving the historic value of the Dangberg Home Ranch. The Community Services Department has allocated funds to preserve the historic value of the property and its assets. Approving this contract will preserve the historic value of the Dangberg Home Ranch. Funding was approved as recommended by the Douglas County Parks and Recreation Advisory Board in the Fiscal Year 2023-24 budget. The Community Services Department publicly solicited bids for this project, in accordance with all state and County procurement policies. Competitive bids were received from Reyman Brothers Construction Inc., Central Sierra Construction,

and Simerson Construction LLC. Bid documents can be found here: Dangberg Home Ranch Foundation Restoration - Douglas County, Nevada (douglascountynv.gov).

ATTACHMENTS:
Bid Tally.doc
Dangberg Contract.pdf

Bid Tally

Dangberg Home Ranch Foundation Restoration

PWP 2024-361

June 6 , 2024
2:00 pm

Douglas County Parks Department
1323 Waterloo Lane
Gardnerville NV 89410

Name	Amount
1. Reyman Brothers Construction Inc.	$96,826
2. Central Sierra Construction Inc.	$139,000
3. Simerson Consrtuction LLC	$149,000
4.	
5.	
6.	
7.	
8.	

AGREEMENT
BETWEEN
DOUGLAS COUNTY,
AND
REYMAN BROTHERS CONSTRUCTION, INC.

ON THE BASIS OF A STIPULATED PRICE

Whereas, Douglas County (hereinafter OWNER) is a political subdivision of the State of Nevada, and is statutorily authorized to enter into contracts for construction projects, and;

Whereas, Reyman Brothers Construction, Inc.(hereinafter CONTRACTOR) is a construction company licensed as a contractor in Nevada, and;

Whereas CONTRACTOR has submitted a bid in accord with the **Dangberg Home Ranch Foundation Restoration** Construction Specifications and Contract Documents (hereinafter Contract Documents) as prepared by OWNER; and

Whereas, CONTRACTOR submitted a responsive and responsible bid in the amount of **$96,826.00** for the **Dangberg Home Ranch Foundation Restoration** as outlined in the Contract Documents.

Now therefore, it is the intention of the OWNER and CONTRACTOR to enter into an Agreement to have CONTRACTOR complete all of the work as specified or indicated in the Contract Documents.

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

Foundation and Adjacent Structure Restoration

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Foundation and Adjacent Structure Restoration

ARTICLE 3 – ARCHITECT

The Project has been designed by:

PAUL CAVIN ARCHITECT LLC
1575 DELUCCHI LANE SUITE 120
RENO NV 89502

3.01
Who is hereinafter called ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

The Project will be administered by:

Scott McCullough, Project Manager
Douglas County
P.O. Box 218
Minden, NV 89423

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within **180 calendar days** of issuance of Notice to Proceed, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **30 calendar days** of issuance of Certificate of Substantial Completion.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five-hundred dollars ($500) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred and fifty dollars ($250) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Article 14 of the General Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. for all Unit Price Work, an amount equal to the stipulated sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. as provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by

ARCHITECT as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of* Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ARCHITECT as provided in the General Conditions.

6.02 *Progress Payments;* Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT, on or about the Friday following either the first or third Thursday of each month, depending upon the timing of submittals and approvals, as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ARCHITECT shall determine or OWNER may withhold, in accordance with NRS 338.525 or paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with balance being retainage). If Work has been 50% completed as determined by ARCHITECT, and if the character and progress of the Work have been satisfactory to OWNER and ARCHITECT, OWNER, on recommendation of ARCHITECT, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 97.5% of the Work completed, less such amounts as ARCHITECT shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ARCHITECT's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate that was in place at the time of the execution of the project. The interest rate shall be determined by the interest rate paid by Bank of America, Minden branch on a certificate of deposit time deposit.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any 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 Documents.

G. CONTRACTOR 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 Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.*01* *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);

2. Performance Bond (pages 1 to 2, and attachments inclusive);

3. Payment Bonds (pages 1 to 2, and attachments inclusive);

4. General Conditions (pages 1 to 44, inclusive, attached and incorporated);

5. Supplementary Conditions (pages 1 to 17, inclusive, attached and incorporated);

6. Specifications as listed in table of contents of the Project Manual (not attached);

7. Drawings (attached and incorporated) consisting of a cover sheet and sheets numbered through inclusive with each sheet bearing the following general title
Dangberg Home Ranch Foundation Restoration

8. Addenda (numbers ___0_ to __0__, inclusive);

9. Notice to Proceed (pages_____ to ____ inclusive, attached)

10. CONTRACTOR's Bid (pages 1 to 8, inclusive, attached and incorporated).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Written Amendments

b. Work Change Directives

c. Change Order(s)

12. Part 2 and Part 3 of the "Standard Specifications for Public Works Construction, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington," Latest Edition, incorporated by reference.

B. The documents listed in paragraph 109.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this will have the meanings indicated in the General Conditions.

10.02. *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Legal*

A. In the event that there is any litigation relative to the interpretation or enforcement of this Agreement or any of the Contract Documents, any such matter must be litigated in the Ninth Judicial District Court of Nevada.

10.06 *Notices*

A. All notices, documents and or payments regarding this Agreement and Contract shall be sent to the following:

OWNER

Douglas County
Attn: Scott McCullough
Project Manger
POB 218
Minden, NV 89423

CONTRACTOR

Reyman Brothers Construction, Inc.
Darrell Linscott
P.M.
151 S. 18th St.
Sparks, NV 89431

10.07 *Effective Date of the Agreement*

A. Both OWNER and CONTRACTOR agree that this Agreement and Contract as outlined in the Contract Documents become effective immediately upon the signing of this Agreement by both parties.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement for the **Dangberg Home Ranch Foundation Restoration to** be executed and intend to be bound by the provisions of this Agreement as well as the Contract set forth in the Contract Documents.

CONTRACTOR: Reyman Brothers Construction, Inc.

By: Jack E. Callender

Printed Name: JACK E. CALLENDER

Title: Sec. Treas.

Date: This 11th day of July, 2024.

OWNER: **Douglas County**

By_____

Printed Name: Jenifer Davidson

Title: County Manager

Date: This _____ day of_____, 2024

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve an Interlocal Contract between the State of Nevada, Division of Public and Behavioral Health, and Douglas County for the allocation of $236,751.34 to Douglas County to provide health care access to special populations from July 1, 2024, through June 30, 2026; to adopt **Resolution 2024R-075** augmenting the Fiscal Year 2024-25 budget by $236,752 in the Social Services Fund; and retroactively authorize the County Manager to sign any required documents. (Jodi Martinez)

RECOMMENDED MOTION:
Approve an Interlocal Contract between the State of Nevada, Division of Public and Behavioral Health, and Douglas County for the allocation of $236,751.34 to Douglas County to provide health care access to special populations as presented' adopt Resolution 2024R-075 augmenting the Fiscal Year 2024-25 Social Services budget by $236,752, and retroactively authorize the County Manager to sign any required documents.

FINANCIAL IMPACT:
The State of Nevada, Division of Public and Behavioral Health is allocating $236,751.34 to Douglas County for the improvement of public health. The County is not required to provide any match to the funding. The funding will augment the Social Services' Community Health Nurse budget.

BACKGROUND:
Senate Bill 118 of the 2023 State of Nevada (State) legislative session appropriated funds to the Division of Public and Behavioral Health to be allocated to entities for the improvement of public health. Each county within the State was awarded funding to assist with Public Health Infrastructure. Douglas County utilized the Community Needs Assessment (CNA) conducted by Carson Tahoe Health to determine the best use of the funds. The funds will be utilized to evaluate the public health needs of the residents of Douglas County, determine the level of priority of the public health needs as showcased in the assessment, and expended in accordance with the public health needs that have been identified and prioritized.

ATTACHMENTS:

C 18358 Douglas County (06.30.26)EXECUTED.pdf

Resolution_2024R-075 (1).pdf

BOE

For Board Use Only

Date: _____

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **29121**

		Legal Entity Name:	DOUGLAS, COUNTY OF
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**DOUGLAS, COUNTY OF**
Agency Code:	**406**	Address:	**DOUGLAS CO SOCIAL SERVICES**
Appropriation Unit:	**3234-24**		**PO BOX 218**
Is budget authority available?:	**Yes**	City/State/Zip	**MINDEN, NV 89423**
If "No" please explain: Not Applicable		Contact/Phone:	775/782-9825
		Vendor No.:	T40174400G
		NV Business ID:	~~T40174400G~~ Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2024-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 18358

2. Contract start date:
   a. Effective upon Board of Examiner's approval? ~~Yes~~ No or b. other effective date: ~~NA~~ 7/1/2024
   Anticipated BOE meeting date 06/2024

RECEIVED
MAY 17 2024
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Retroactive? **No**

If "Yes", please explain

Not Applicable

APPROVED BY THE BOARD OF EXAMINERS
AT THEIR MEETING JUN 11 2024 #36
Initials

3. Termination Date: **06/30/2026**
   Contract term: **2 years and 29 days**
4. Type of contract: **Interlocal Agreement**
   Contract description: **Public Health**
5. Purpose of contract:

This is a new interlocal agreement to provide improvement of public health services per SB 118 approved during the 2023 Legislative Session. These funds will be utilized to evaluate the public health needs of residents under the jurisdiction of the entity, determine the level of priority of the public health needs identified and expend funds in accordance with the public health needs identified and prioritized.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$236,751.34**
   Other basis for payment: 100% upon contract execution

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to SB 118 Section 9.2, specified entities are allocated funds for the improvement of public health.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the capacity to provide the necessary services.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

   b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
    b. Is the contract part of an IT investment project over $50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor
    Not Applicable
12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
    No
    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
    No
    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
    No If "Yes", please explain
    Not Applicable
13. Has the contractor ever been engaged under contract by any State agency?
    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
    Not Applicable
14. Is the contractor currently involved in litigation with the State of Nevada?
    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
    Not Applicable
15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity
16. Not Applicable
17. Not Applicable
18. Not Applicable
19. Agency Field Contract Monitor:
20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcastro	05/16/2024 10:25:39 AM
Division Approval	dcastro	05/16/2024 10:25:42 AM
Department Approval	dcastro	05/16/2024 10:25:44 AM
Contract Manager Approval	dcastro	05/16/2024 10:25:47 AM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

CETS #:	29121
Agency Reference #	C 18358

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	**Division of Public and Behavioral Health** **Public Health Infrastructure and Improvement**
Address:	**4150 Technology Way, Ste. 300**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Mitch DeValliere, Agency Manager**
Phone:	**775-684-4200**
Fax:	**NA**
Email:	**DPBHPHII@health.nv.gov**

Public Entity #2:	**Douglas, County of**
Address:	**PO Box 218**
City, State, Zip Code:	**Minden, NV 89423**
Contact:	**Brook Adie, Director of Community Services**
Phone:	**775-782-5500**
Fax:	**775-783-6457**
Email:	**badie@douglasnv.us**

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

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

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

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

2. **DEFINITIONS**

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

CETS #:	
Agency Reference #	C 18358

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

Effective From:	July 1, 2024	To:	June 30, 2026

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in ***Section 3, Contract Term***, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	SB118 FUNDING BREAKDOWN
ATTACHMENT C:	SB118

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

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

$236,751.34	per	Attachment A

Total Contract or installments payable at:	100% upon contract execution

Total Contract Not to Exceed:	$236,751.34

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

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

9. **INSPECTION & AUDIT**

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

CETS #:	
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B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

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18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

    D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents***.

23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

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

CETS #:	
Agency Reference #	C 18358

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

Kitty DeSocio for Cody Phinney 05/05/2024
Cody Phinney, MPH — Date

Administrator, Division of Public and Behavioral Health
Title

4/22/24
Jenifer Davidson — Date

County Manager, Douglas County
Title

Amy L. Stephenson
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: JUN 11 2024
Date

Approved as to form by:

Jennifer M. Spencer
Deputy Attorney General for Attorney General

On: 04-30-2024
Date

ATTACHMENT A
SCOPE OF WORK AND DELIVERABLES

SB118 was approved during the 2023 Legislative Session. Section 9.2 of this bill makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services for allocation to specified entities for the improvement of public health.

This interlocal contract appropriates $236,751.34 to Douglas County for the following priorities and amounts.

Priority	Amount
Access to Health Care for Special Populations	$236,751.34

Priorities and funding amounts per priority can be modified as needed without a formal amendment as long as the overall dollar amount does not change.

An entity to which money is allocated shall:

(a) Evaluate the public health needs of residents of the area under the jurisdiction of the entity;
(b) Determine the level of priority of the public health needs identified pursuant to paragraph (a);
(c) Expend the allocated money in accordance with the levels of priority identified pursuant to paragraph (b).

Reporting Requirements:

Not later than 60 days after the end of Fiscal Year 2024-2025 and 2025-2026, respectively:

(1) Prepare a report which must include, without limitation:

(I) A description of the process used by the entity pursuant to paragraph (a) to evaluate the public health needs of residents of the area under the jurisdiction of the entity and the public health needs identified through that process.

(II) A description of the process used by the entity pursuant to paragraph (b) to determine the level of priority of the public health needs identified pursuant to paragraph (a) and the levels of priority assigned to those public health needs through that process.

(III) A description of each expenditure of the allocated money made by the entity pursuant to paragraph (c); and

(IV) The unexpended balance of the allocated money at the end of the fiscal year.

(2) Submit the report to the Nevada Division of Public and Behavioral Health for transmittal to the Interim Finance Committee.

Not later than the 15th of each month:

1. Expenditure report. Submit the report by the 15th of each month for the prior month's expenditures to DPBHPHII@health.nv.gov.

Quarterly Progress Report Due Dates (submitted on DPBH provided template):

- Q1: October 15, 2024
- Q2: January 15, 2025
- Q3: April 15, 2025
- Q4: July 15, 2025
- Q5: October 15, 2025
- Q2: January 15, 2026
- Q3: April 15, 2026
- Q4/Final: July 31, 2026

Disbursement of Funds

Funds will be advanced to allow maximum flexibility under one of two options at the County's discretion:

- ☐ 50% upon contract execution, 45% mid-way through Year 1 (approx. January 1, 2025), and 5% upon project completion.
- ☒ 100% upon contract execution.

Return of Remaining Funds

Per SB118, any remaining balance of the allocated money must not be committed for expenditure after June 30, 2026, and must be reverted to the State General Fund on or before September 18, 2026. Entities are required to provide a projection of remaining funds to DPBH no later than March 15, 2026. Any remaining funds must be returned to DPBH no later than July 15, 2026.

NEVADA DIVISION of PUBLIC and BEHAVIORAL HEALTH

ATTACHMENT B

SB 118 funding Breakdown

By Jurisdiction	*% Allocation*	*Dollar Allocation*
Central Nevada Health District	1.3%	$ 195,000.00
Northern Nevada Public Health	16.0%	$ 2,400,000.00
Southern Nevada Health District	73.0%	$ 10,950,000.00
Division of Public and Behavioral Health	9.7%	$ 1,455,000.00
		$ 15,000,000.00

DPBH Breakdown by County

County/City	*Population**	*% of State Population*	*% of DPBH allocation*	*Dollar Allocation*
Carson City	58,314	1.8%	18.0%	$ 262,101.18
Storey County	4,427	0.1%	1.4%	$ 19,897.83
Douglas County	52,674	1.6%	16.3%	$ 236,751.34
Lyon County	60,454	1.9%	18.7%	$ 271,719.74
Lander County	6,158	0.2%	1.9%	$ 27,678.07
Humboldt County	17,921	0.6%	5.5%	$ 80,548.67
Elko County	56,396	1.8%	17.4%	$ 253,480.44
White Pine County	10,001	0.3%	3.1%	$ 44,951.02
Lincoln County	4,971	0.2%	1.5%	$ 22,342.92
Nye County	51,334	1.6%	15.9%	$ 230,728.50
Esmeralda County	1,068	0.0%	0.3%	$ 4,800.29
Nevada Total	3,204,105	10.1%	100.0%	$ 1,455,000.00

*Based on the Nevada State Demographer - 2022 Governor's Certified Series: Population of Nevada's Counties and Incorporated Cities

ATTACHMENT C

Senate Bill No. 118–Committee on
Health and Human Services

CHAPTER.....

AN ACT relating to public health; authorizing the creation of a health district by certain counties which are not physically adjacent; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law creates a health district in any county whose population is 700,000 or more (currently Clark County), which has jurisdiction over all public health matters in the health district. (NRS 439.361, 439.362, 439.366) Existing law authorizes the creation of a health district with similar jurisdiction in counties whose population is less than 700,000 (currently all counties other than Clark County), subject to approval by the State Board of Health, by affirmative vote of: (1) the boards of county commissioners of two or more adjacent counties; (2) the governing bodies of two or more cities or towns within any county; or (3) the board of county commissioners and the governing body or bodies of any incorporated city or cities, town or towns, in such a county. (NRS 439.370) **Sections 7 and 8** of this bill remove the requirement that two counties must be physically adjacent in order to create a health district.

Section 9.2 of this bill makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services for allocation to specified entities for the improvement of public health. **Section 9.2** requires each such entity to submit a report to the Interim Finance Committee at the end of Fiscal Year 2024-2025 and Fiscal Year 2025-2026, respectively, concerning the use of the allocated money.

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets ~~[omitted material]~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Sections 1-6. (Deleted by amendment.)

Sec. 7. NRS 439.370 is hereby amended to read as follows:

439.370 By affirmative vote of:

1. The boards of county commissioners of two or more ~~[adjacent]~~ counties;

2. The governing bodies of two or more cities or towns within any county; or

3. The board of county commissioners and the governing body or bodies of any incorporated city or cities, town or towns, in such county,

➥ and with the approval of the State Board of Health, there may be created a health district with a health department consisting of a district health officer and a district board of health.

Sec. 8. NRS 439.383 is hereby amended to read as follows:

439.383 When two or more ~~[adjacent]~~ counties establish a district board of health, all county boards of health in such district shall thereupon be abolished.

Secs. 8.5 and 9. (Deleted by amendment.)

Sec. 9.2. 1. There is hereby appropriated from the State General Fund to the Division of Public and Behavioral Health of the Department of Health and Human Services the sum of $15,000,000 for allocation pursuant to subsection 2 for the improvement of the public health.

2. On or before August 1, 2024, the Division of Public and Behavioral Health shall allocate the money appropriated by subsection 1 to the following entities based on the following prescribed percentages of the total appropriated money:

(a) The Central Nevada Health District, 1.3 percent;

(b) The Washoe County Health District, 16 percent;

(c) The Southern Nevada Health District, 73 percent; and

(d) The Division of Public and Behavioral Health or a designee of the Division, 9.7 percent.

3. An entity to which money is allocated pursuant to subsection 2 shall:

(a) Evaluate the public health needs of residents of the area under the jurisdiction of the entity;

(b) Determine the level of priority of the public health needs identified pursuant to paragraph (a);

(c) Expend the allocated money in accordance with the levels of priority identified pursuant to paragraph (b); and

(d) Not later than 90 days after the end of Fiscal Year 2024-2025 and 2025-2026, respectively:

(1) Prepare a report which must include, without limitation:

(I) A description of the process used by the entity pursuant to paragraph (a) to evaluate the public health needs of residents of the area under the jurisdiction of the entity and the public health needs identified through that process;

(II) A description of the process used by the entity pursuant to paragraph (b) to determine the level of priority of the public health needs identified pursuant to paragraph (a) and the levels of priority assigned to those public health needs through that process;

(III) A description of each expenditure of the allocated money made by the entity pursuant to paragraph (c); and

(IV) The unexpended balance of the allocated money at the end of the fiscal year.

(2) Submit the report to the Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee.

4. An entity to which money is allocated pursuant to subsection 2 shall not use the money to replace or supplant money available from other sources.

5. The portion of any money remaining at the end of Fiscal Year 2024-2025 from an allocation of the money appropriated by subsection 1 that is not committed for expenditure by June 30, 2025, must be carried forward to Fiscal Year 2025-2026 to be used for the same purpose. Any remaining balance of the allocated money carried forward to Fiscal Year 2025-2026 must not be committed for expenditure after June 30, 2026, and must be reverted to the State General Fund on or before September 18, 2026.

Sec. 9.5. (Deleted by amendment.)

Sec. 10. 1. This section and sections 1 to 9, inclusive, and 9.5 of this act become effective upon passage and approval.

2. Section 9.2 of this act becomes effective on July 1, 2024.

RESOLUTION NUMBER 2024R-075

RESOLUTION AUGMENTING THE SOCIAL SERVICES FUND
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: Public Health Funds
Project # 25G03

Revenue		
216-000 331.510	Grant Revenue - State	236,752.00
	TOTAL REVENUES	236,752.00
Expenditures		
216-552 540.010	Grants-Services & Supplies	236,752.00
	TOTAL EXPENDITURES	236,752.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-25 Fiscal Year budget is herein amended.

Adopted this 18th day of July, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the proposed updates and changes to the Carson Valley Adult Day Club Policies and Procedures Manual. (Jodi Martinez)

RECOMMENDED MOTION:
Approve the updates and changes to the Carson Valley Adult Day Club Policies and Procedures Manual as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
The previous Carson Valley Adult Day Club Policies Manual has not been updated since the initial creation of the document. There have been changes occurring within the Adult Day Club, including a new Supervisor/Director of the Adult Day Club and added mandatory requirements from the State of Nevada Health Care Quality and Compliance (HCQC), which is the Adult Day Club Licensing Board, that required staff update the manual.

ATTACHMENTS:
CVADC Policy Manual Redline.pdf
CVADC Policy Manual.pdf



POLICY MANUAL

CARSON VALLEY ADULT DAY CLUB

1329 WATERLOO LANE
GARDNERVILLE, NEVADA 89410
775-782-1329

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Introduction

Carson Valley Adult Day Club will provide a safe, nurturing, and engaging care setting in which older adults who are living with either cognitive or physical disabilities, or both, will receive individualized social services for some part of their day. While providing these individualized services, we will simultaneously be providing a respite to those caregivers that spend their days caring endlessly for their loved ones.

Our program philosophy is to connect multiple generations to the care of an honored individual by providing a safe, nurturing, and engaging care setting. Our program utilizes the entire Douglas County Community and Senior Center to fulfill our mission. Our expectation is that, while participating in activities within the Douglas County Community and Senior Center, all of their policies and procedures will be followed regarding Code of Conduct and Use of their Facility.

Program Policy

Our program policy will be shared with all clients and/or responsible parties during the initial interview, as well as during care plan meeting updates.

To be successful, our program is based on mutual respect, cooperation, confidentiality, and the safety of our clients, staff, and volunteers. Any violation of the program expectations will lead to discharge and referral to another program for the client.

The following are expected:

- Clients and/or the responsible party will sign in upon arrival to the CV Adult Day Club. All medication will be given to staff to document and secure in a locked box.

- Additional clothing will be provided by the family for the client, labeled with their name, and stored in their designated area by staff. If there comes a need for changing, clothing will be laundered (given enough time) and returned by the end of the day to the client and/or responsible party.

- Client and/or the responsible party will provide their own disposables and hygiene items needed for the day. CV Adult Day Club will provide storage for these items.

- Clients will leave all valuables and money at home. CV Adult Day Club will not be responsible for any valuables or money left in the possession of the client while they are attending.

- Clients will carry appropriate identification with them when attending

  CV Adult Day Club is a smoke free environment. No tobacco products of any kind are allowed at the CV Adult Day Club.

- CV Adult Day Club will provide a monthly calendar to each client notifying them of activities scheduled. Activities will be scheduled throughout the community center, utilizing staff and volunteers for oversight/supervision.

- CV Adult Day Club will provide lunch at noon, served in the Douglas County Senior Center dining room. Accommodations can be made to have lunch in the CV Adult Day Club room.

- CV Adult Day Club has a designated area for resting. The Den is available to all clients, with the expectation that the clients use the Den as a temporary quiet place.

- CV Adult Day Club schedules an outing at least once a month. Outings are typically scheduled in the middle of the week. If the client doesn't want to participate-can schedule a different day.

Criteria for Admission

The criteria for admission to CV Adult Day Club is listed below. The criteria will be shared with all clients and/or responsible parties during the initial interview, as well as during care plan meeting updates.

Pursuant to Title VI of the Civil Rights Act of 1961, CV Adult Day Club is non-discriminatory. Religion, race, national origin, alienage, disability, age, or sex, including sexual orientation and gender identity, will not be considered in the admission process or at any time while the Applicant/Client is being evaluated for participation in the program or is participating in the program. To be eligible to participate in the program an applicant/client must comply with the following:

- Applicant and/or responsible party will complete admission packet and return to CV Adult Day Club for a scheduled interview and tour. During the interview, which typically lasts no longer than an hour, the director/assistant director will assess how the applicant interacts with staff and the clients. The tour will consist of the Adult Day Club main room, bathrooms, senior center dining room, and the community center. After the interview and tour, staff will set up a trial visit. The trial visit will be scheduled from 10:00 a.m.-1:00 p.m. Which allows staff to observe the applicant during activities and lunch. During the trial visit, staff will make notes of abilities and places for adaptation. The individualized care plan will be created from the interview and trial visit.

- Prior to admission, the applicant and/or responsible party will provide CV Adult Day Club with the results of a physical examination and medical history for the preceding 6 months. The examination must be completed by a physician, physician assistant, or advance practice registered nurse. The examination document must identify if the applicant is fit or not fit to be permitted into the CV Adult Day Club. The physician's statement must also set forth any special dietary requirements and/or reasonable accommodations.

- Each client and/or responsible party will designate a primary physician to be called in case of change of condition. CV Adult Day Club's policy is to call 911 in case of an emergency. Our staff is not able to diagnose or care for injuries or illnesses.

- All Clients must have a completed the required **2-step TB test or the TB blood test (QuantiFERON)** prior to admission, and provided documentation to the CV Adult Day Club of proof of completion and a negative test. Clients must be tested every year thereafter in order to remain eligible for the program.

- Client and/or responsible party must notify CV Adult Day Club immediately if there is a change in medications or physician orders. Any changes will be reviewed by the

director/assistant director to determine if the client is eligible to continue to participate in the program.

- Clients must require minimal assistance (1 person) for bowel and bladder management, along with hygiene and transferring needs. Applicants/clients needing more assistance will be reviewed on a case by case basis to determine eligibility in the program.

- CV Adult Day Club is not appropriate for Clients who require 1-on-1 supervision for the entire time they are attending the program. Clients requiring this level of care will be referred to other programs.

- Clients shall not attend the CV Adult Day Club if they have a communicable illness. The illness policy set forth below will be followed to ensure the well-being of the other clients and staff.

- Client should not cause harm, either physical or emotional, to themselves or others. Behaviors such as the following will be documented and if possible, interventions will be implemented with the help of family and health care providers if necessary:
    - Causing physical harm to self or others;
    - Wandering that cannot be redirected;
    - Physical health requiring 1-on-1 supervision;
    - Constant, disruptive behavior that results in another clients' agitation; and/or
    - Inability to attend or participate in any of the activities.

- Clients must be able to communicate their needs to staff, verbally, in writing, or through body language. Care plans will be designed to acknowledge the form of communication for each client.

- Client cannot require any form of restraint as CV Adult Day Club is not able to use restraint, either physical or medicinal.

- Client and/or responsible party will arrange transportation to and from the CV Adult Day Club utilizing DART transportation or by the responsible party. Responsible party will walk the client to the CV Adult Day Club door for drop off and pick up.

- Client must be able to self-administer any medication with minimal reminders. Client and/or responsible party will provide physician orders, medications in original packaging, and correct dosage for the day. CV Adult Day Club will provide a secure location for all self- administered medications.

- Clients will be referred to other programs if their needs cannot be met by CV Adult Day Club.

Admission Paperwork

All applicants and/or their responsible party will review and complete the following prior to starting the program. Completed paperwork will be filed in the client's confidential file, located in the Director's office.

- Criteria for Admission
- Application
- Medical Information
- Physical Examination
- TB Testing Consent and Record
- Social History
- Client Agreement
- Program Policy
- Care Plan Policy
- Illness Policy
- Billing Policy
- Fee Schedule
- Hours of Operation
- Client Rights
- Photography, Video, and/or Audio Taping Consent
- Douglas County Privacy Disclosure
- Financial Assistance Resources

Services Available

CV Adult Day Club can provide the following services based on the needs of the client:

- Toileting assistance
- Showering (scheduled* vs unscheduled) *additional charge applies
- Cueing of Medications as needed
- Laundry as needed due to accidents
- Nutrition assistance- Snacks, Lunch
- Hydration stations
- Spa needs (nails, hair, massages)
- Quiet times
- Assistance to intercommunity programs

CV Adult Day Club social activities that will be provided during the day:

- Coffee/cocoa/tea and morning snack
- Daily news- Local and National- fun facts about today
- Exercise – Stretching, walking, gross motor activities
- Craft/Art- scrapbooking, ceramics, woodworking, painting
- Volunteer opportunities- gardening, greeting, secretarial, intergenerational activities
- Book Club
- Music Therapy
- Pet Therapy
- Historical Society/support groups
- Game Show/Trivia/Bingo

Activity calendars will be available and posted monthly. Activities will be held at CV Adult Day Club, as well as within and around the Douglas County Community and Senior Center. Activities will be led by CV Adult Day Club and volunteers.

Outings

CV Adult Day Club will schedule one to two outings a month within Douglas County. The outings range may be an activity or a lunch. The outing will fall on either a Tues, Wednesday or a Thursday. If a client is normally scheduled to attend on these days the client's spot will automatically be reserved for the outing unless the client tells staff in advance that he or she will not be participating. If a client is interested in attending an outing on a day that the client is not scheduled to attend the Adult Day Club, the client may contact staff and request to attend. Outings are scheduled on a first come first serve basis. If there is a cost to attend an outing, the cost must be paid no later than the day of the outing in order for the client to attend. The cost of an outing will not exceed $20.00.

Signing In/Out

As clients arrive for the scheduled day, staff will sign them into the Sign In/Out Log with the appropriate time of arrival. This log will serve as the record of attendance, the assignment of their medication box, and their cubby. Upon leaving for the day, staff will document the time of departure.

All Sign In/Out logs will be filed at the end of each month for documenation of attendance.

In the event of an emergency evacution and/or drill, the Sign In/Out log will be taken with staff.

Illness

To ensure the safety and well-being of our clients and staff, clients are not permitted to attend CV Adult Day Club if they have had a fever in excess of 100*F, uncontrollable diarrhea or vomiting in the previous 48 hours; or active symptoms of a communicable illness listed in CDC guidelines, whichever is stricter. It is the responsibility of the responsible party to report symptoms to the Adult Day Club. Clients may be required to bring a physician's note clearing them to attend the program if their illness was communicable or if the Adult Day Club implements policy that requires clients to follow CDC guidelines for returning. If a client has a fever of 100* F at the door or develops a fever while at CV Adult Day Club he or she will be sent home. A client will also be sent home if he or she has is vomiting or has diarrhea, a migraine, or he or she doesn't feel good.

If a client is unable to attend a scheduled day, please call the CV Adult Day Club by 8:00 AM of the missed day. No credit will be issued for a missed day, unless the client is electing not to participate in an outing. The Director may approve giving a client credit for missed days if the client misses three or more consecutive days due to a medical issue. Clients are encouraged to schedule one month in advance to secure enrollment in the program. Payment in advance for the days scheduled to attend is a requirement to maintain client's spot. If there are three or more consecutive no call no show absences, this may lead to the suspension of participation in the program. The Director will meet with the client and/or responsible party to discuss obstacles of attendance and determine the best course of action. The documentation of this meeting will be kept in the client's confidential file.

Medication

CV Adult Day Club can provide medication reminders to clients. We are not able to administer medication of any kind. For any clients that are unable to self-administer, referral will be made to another program or attendance times will be altered, if possible, so as to not to conflict with the administration of medication.

If a client brings medication to the CV Adult Day Club, as clients arrive each day, he or she must immediately give the medication to the staff. A staff member will document all medication and assign a numbered lock box to the client. The client will be given the only key to that lock box. That box will then be secured in a designated, locked, cabinet, accessible only by staff. Client must be able to physically open the lock box on their own.

Using the physician orders, staff will remind clients of the need to self-administer their medication at the appropriate time. Staff will document that medication was or was not taken and any reason for missed dosages. If the client refused to take medication, staff will document and the responsible party will be called.

Upon leaving, staff will return the medication to the client and/or responsible party and document as such.

In order to provide medication reminders, clients must follow these guidelines:

- Current physician orders must be provided to CV Adult Day Club.
- Medication must be given to staff upon arrival to be put in a secure lockbox. No medication (including over the counter medication) may be kept by the client at CV Adult Day Club. Medication must arrive in original prescription containers with unexpired pharmacy labels. Responsible party must provide the exact dose and time client is to take medication at the club. Staff must confirm the instructions by looking at the dispensing instructions on the medication package and the “Physician Examination” form. If there is a conflict, staff must ask the responsible party to provide an updated “Physician Examination” form. Staff will cue the client to take medication at the correct time per physician order on the CV Adult Day Club “Physician Examination” form.
- CV Adult Day Club must have documentation of all medication the client is taking.
- If changes are made to a client’s medication, CV Adult Day Club must have an updated “Physician Examination” form upon arrival for the day.
- The Physician Examination form is required to be updated on an annual basis. Director will provide form prior to annual meeting.

Care Plan

Based on the information provided in the admission packet, the on-site interview, and the trial visit an initial individualized care plan will be created for each client. The client, responsible party, and Director /Assistant Director will review and approve the care plan prior to the client starting the program. After 30 days the care plan will be reviewed by the staff, the client, and the responsible party and updates, if needed, will be made. The care plan will contain all areas of Activities of Daily Living (toileting, showering, hygiene, dressing, basic living skills, psychosocial abilities and the social activity interests of the client).

Care plans will be reviewed by the staff, the client, and the responsible party quarterly (the quarter starts after the 30-day care plan), annually, and whenever there is a change that requires review. Current care plans will be available to staff for review at all times in a secure location. Clients and responsible parties may ask to review their care plans at any time. Care plans that have been updated, will be stored in the client's confidential file, located in the Director's office.

Client Documentation

All staff and volunteers interacting with clients throughout the day will document the activities of each client. Daily progress notes will be kept in the Client Information Binder at the Front Desk for the current month. At the end of each month, all progress notes will be filed in the client's confidential file located in the Director's office. Progress notes will be reviewed by the Director and responsible party during care plan review.

Documentation will be kept factual and concise and will pertain to that client only. Staff and volunteers will be trained on documentation guidelines and format. Any change of condition during attendance at the CV Adult Day Club will be documented and provided to the responsible party upon departure and to the physician as appropriate.

Incident Reporting

Incident reports will be completed as appropriate and filed in client's confidential file located in the Director's office.

Staff and volunteers will be trained on incident reporting. Any incident reports will be provided to the responsible party when he or she arrives to pick up the client.

Clients Right

Every client has the following rights:

- To be treated as an adult, with consideration, respect, and dignity, including privacy in treatment and in care for personal needs.
- To participate in a program of services and activities designed to encourage independence, learning, growth and awareness of constructive ways to develop one's interests and talents.
- To self-determination within the day services setting, including the opportunity to participate in developing one's plan for services and changes thereafter; decide whether or not to participate in any given activity; be involved to the extent possible in program planning and operation; refuse treatment and be informed of the consequences of such refusal; end participation in the adult day program at any time.
- T to a thorough initial assessment and the development of a plan of care.
- To be cared for in an atmosphere of sincere interest and concern in which needed support and services are provided.
- To a safe, secure, and clean environment.
- To receive nourishment and assistance with meals as necessary to maximize functional abilities and quality of life.
- To confidentiality and the requirement for written consent for release of information to persons not authorized under law to receive it.
- To voice grievances without discrimination or reprisal with respect to care or treatment that is provided.
- To be fully informed, as evidenced by the client's written acknowledgement of these rights, of all rules and regulations regarding client conduct and responsibilities.
- To be free from harm, including unnecessary physical or chemical restraint, isolation, abuse, or neglect.
- To be fully informed, at the time of acceptance into the program, of services and activities available and the related charges. To communicate with others and be understood by them to the extent feasible.

Dining

Lunch, consisting of 1/3 of recommended daily nutritional requirements, will be provided to clients from the Dining Services of Douglas County Senior Center. Monthly menus will be provided to all clients. CV Adult Day Club will encourage all clients to eat in the main dining room of the Senior Center; however, staff will make necessary arrangements if this is not possible.

All clients will be provided nutritious snacks throughout the time that they are participating, along with beverage service. All preferences and special dietary needs will be noted on the client's care plan.

Laundry

All staff and volunteers in the CV Adult Day Club will be oriented to the location of the laundry units, along with infection control procedures of soiled clothes.

Laundry bags, and/or other bags that can be closed will be located in the CV Adult Day Club bathroom cabinet. A biohazard cleanup kit, containing biohazard bags are located in the Emergency Supply cabinet. The soiled linen will be put in the appropriate bag to transport to the laundry unit and be laundered *(unless responsible party has indicated that laundry is NOT to be done at the CV Adult Day Club- see care plan for client.)* If the linen is soiled without enough time to completely wash and dry prior to client leaving the CV Adult Day Club for the day, the linen will be rinsed appropriately and sealed to be given to the responsible party upon departure.

Laundry detergent will be hypoallergenic and provided by the CV Adult Day Club.

The laundry units will be cleaned and maintained by the CV Adult Day Club and the Community Center staff.

Photography, Videography, and/or Audio Taping

All clients and/or responsible parties will acknowledge their agreement to any photography, videography, and/or audio taping. Documentation will be kept in the client's confidential file in the Director's office.

CV Adult Day Club is under 24-hour video surveillance. All staff, clients, and/or responsible parties will be made aware of the camera locations, along with the process for requesting specific time footage if the need arises. The video is recorded and will be accessed only by the designated staff member of Douglas County Community Services and Senior Center. Only designated staff will have

Transportation

DART (Douglas Area Rural Transit)

Transportation to and from the CV Adult Day Club can be provided by DART if the client and/or responsible party would prefer and at their own expense. If you need more information about DART, please connect the DART office at 775-782-5246. Applications to ride DART are available at the CV Adult Day Club or Douglas Senior Center. If a client takes DART to and/or from the CV Adult Day Club, the responsible party must sign a writen perrmission slip for the client to sign himself or herself into and out of the program. Douglas County staff and volunteers are not responsible for a client before he or she signs into the program or after he or she leaves the program at the end of the day.

Private Transportation

If the client is picked up by a responsible party, that person will need to drop off and pick up the client at the front door of the CV Adult Day Club. A client will not be released from the CV Adult Day Club until the responsible party signs him or her out of the program. It's the family's responsibility to let the staff at the CV Adult Day Club know who is picking up the client on scheduled days.

Discharge

CV Adult Day Club will coordinate care with responsible parties, home health/care providers, primary physicians, and other interested parties as necessary to provide the care that is needed by the client. In the event that the care needs of the client exceed the ability of CV Adult Day Club staff, the Director will meet with the client and/or responsible party to provide recommendations for alternative programs that are more suitable for the client. All discharges will be documented and filed with the client's records and kept in appropriate storage for 5 years from the date of discharge from the program Douglas County will use appropriate means to destroy records at that time

Satisfaction Survey

Each October, the client and/or responsible party will be provided with an evaluation questionnaire to complete. The Director and/or Assistant Director will document and follow up to ensure all clients have returned the evaluation.

The evaluation will cover areas regarding physical environment, care provided, staff performance, dining experiences, and activities provided. The Director will take the information from the surveys and attempt to make improvements, if needed, to the program. There will be no retaliation if the feedback is not positive. Results of the evaluations will be compiled and available to all clients and/or responsible parties within 30 days of completion.

Housekeeping & Maintenance

The CV Adult Day Club is assigned daily housekeeping from the Community Center staff. There will be additional support for ensuring bathrooms are sanitized, garbage is disposed of appropriately, and floors are free from stains and debris.

CV Adult Day Club staff will perform the following housekeeping tasks:

- Attend appropriately to messes made throughout the day.
- Wipe down all counter surfaces with appropriate cleansers throughout the day.
- Wipe down all furniture daily with appropriate cleansers.
- Remove all garbage with soiled undergarments, or leftover food from the suite as necessary throughout the day.
- Ensure bathrooms are clean and sanitized daily.

- Dispose of all garbage from bathrooms, offices and common space daily.
- Remove stains and debris from floors daily.

Any maintenance that is needed within the Adult Day Club will be communicated to the Community Center staff.

Environmental Safety

All employees and volunteers of the CV Adult Day Club will be trained on the use of Safety Data Sheets (SDS) and their locations (located in the Community Center kitchen and the cleaning closets throughout the Community Center). All cleansers/chemicals used in the CV Adult Day Club will be kept in the original containers, with appropriate SDS, or in appropriate containers with accurate labeling. All cleansers/chemicals will be secured in a safe manner away from clients.

Personal Protective Equipment (PPE) will be available for the Adult Day Club employees and volunteers in the Emergency Supply cabinet.

- Mask Policy – CV Adult Day Club will follow CDC recommendations/guidelines when an infectious disease outbreak occurs.
- Air Quality Index-The Director /Assistant Director will check air quality before going outside on days that are affected by environmental challenges, such as but not limited to wildfires, smog, or gas spills. Staff will check on *http: www.airnow.gov* for air quality. If the air quality value is more than 101 the club members will stay inside.

The Director and/or Assistant Director will complete monthly environmental inspections of the CV Adult Day Club and post in the Emergency Preparedness Binder.

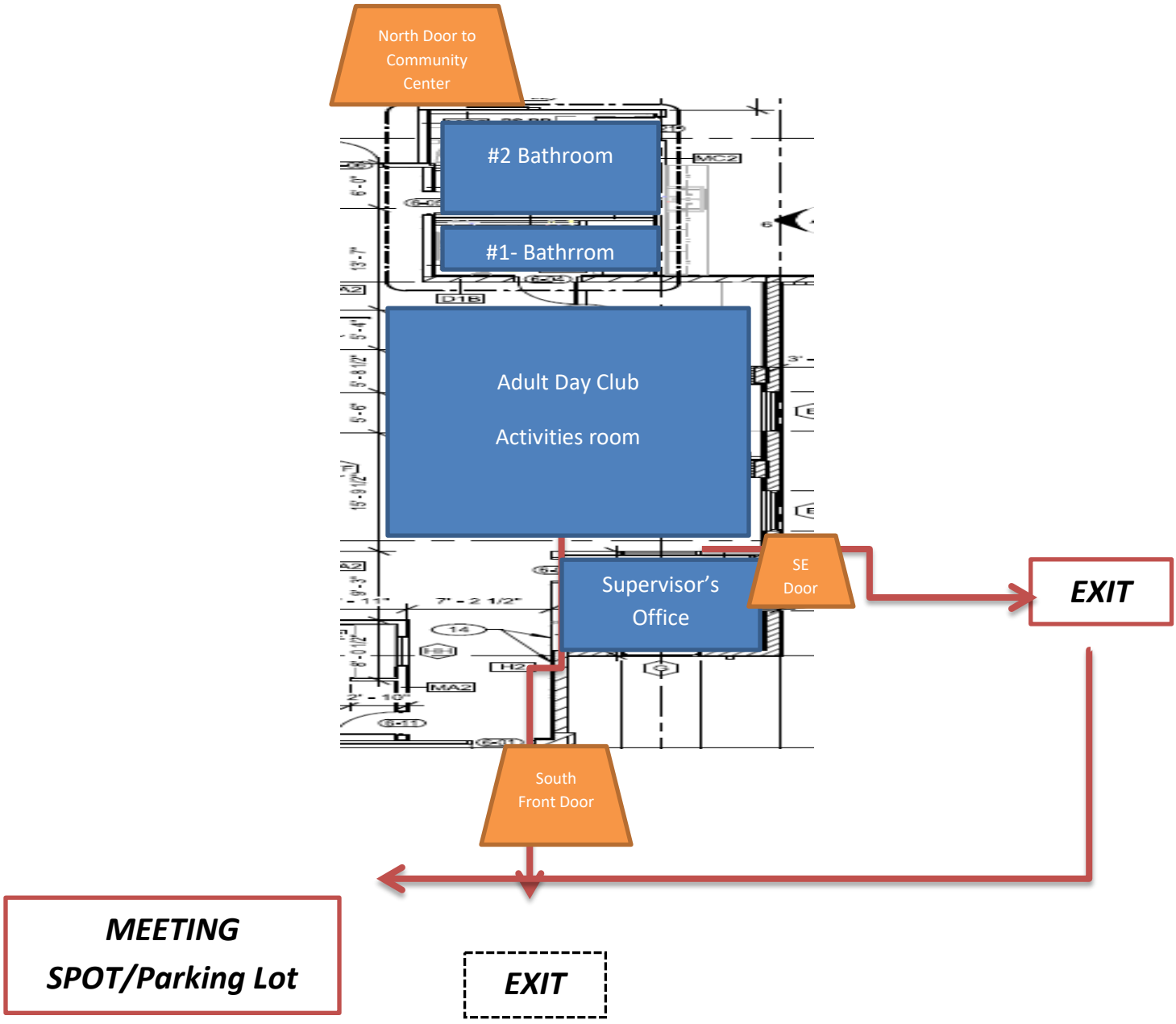
Emergency Preparedness

All employees and volunteers will be trained on the Douglas County Community and Senior Center Emergency Action Plan, Training Schedule, and Evacuation Drill procedures. Documentation of training will be filed in employee and volunteer files.

Evacuation Drills will be conducted monthly with employees, volunteers, and participants of the CV Adult Day Club. Employees will fill out the Emergency Training & Drill Attendance form-filing in the Emergency Preparedness Binder.

In case of needed evacuation, employees and volunteers will have the clients follow the evacuation plan to the meeting spot, at which time, the entire group will move together if a safer location is needed. If employees feel that the below evacuation plan is not safe (i.e., emergency incident occurring on the west side of Community Center facility) they will exit through the Community Center facility and follow emergency personnel for direction.

Map of CV Adult Day Club



Scheduling

Client and/or responsible party will inform Director a month in advance of days to schedule client. The advanced scheduling secures client's enrollment in the program. Responsible party can schedule, Monday thru Friday depending on availability. If days of service are unavailable, responsible party may request to have client placed on a waiting list by contacting the Director. The Director will notify the responsible party if the days become available. **Please refer to page 15 for additional information.**

Billing

Client and/or responsible party will be invoiced the month before the services are to be provided. Full payment is due on/or before the 10th of the month. Payments can be made by cash, check, or money order. If the client is utilizing miscellaneous grant funds, VA payment, or long-term care insurance. CV Adult Day Club will not be responsible for billing these agencies. It is the responsibility of the client and/or responsible party to submit claims to these agencies for reimbursement.

Exception: If CV Adult Day Club receives confirmation that a client is accepted into the Alzheimer's voucher support payment program, then CV Adult Day Club will invoice the program on the client's behalf. If the program covers less than the full invoice amount, the client and/or responsible party will receive an adjusted invoice for the remaining amount. Full payment is due within ten (10) business days of date on the adjusted invoice.

- Discount available: If the client is enrolled in the club 3 days or more per week, they will receive a 10% discount.

- Late fee: Failure to pay on time will result in a **$35.00** charge which will be added to the next invoice.

- All Sign In/Out logs will be filed at the end of each month in the Invoice Binder; as documentation of program attendance.

The Director of Community Services has the permission of the Board of Commissioners to run promotional price/programs as needed.

Hours of Operation

Hours of Operation are: 8:00 AM – 4:00 PM

Monday, Wednesday and Friday:	Part-time Hours	10:00 AM – 3:00 PM
Tuesdays and Thursday	Full-time Hours	8:00 AM – 4:00 PM
	Part-time Hours	8:00AM-1:00PM or 11:00AM-4:00PM

Fees/Payment Schedule

Meals and nutritious snacks are provided for each client.
Full Day = 5 hours or more per day = $70/day
Partial Day = Less than 5 hours per day = $45/day
Additional charge: Shower/grooming = $15.00 for each shower or grooming scheduled

If a client is unable to attend a scheduled day, please call-in by 8:00 AM. No credit will be issued due to missed day except as otherwise outlined in this manual. Scheduling one month in advance secures the client's enrollment in the program. Payment in advance is a required. If program credit is given, it will be issued with advance notice and applied to the next month's invoice. Three or more consecutive no call no show absences may lead to the suspension of participation in the program. The Director will meet with client and/or responsible party to discuss obstacles of attendance and determine the best course of action. The documentation of this meeting will be kept with the client's confidential file.

Returned payments will incur a $40 charge. More than (1) returned payment will result in termination from the program.

Holiday Schedule (Closures)

New Year's Day (January 1st or the Friday before if it falls on a Saturday or the Monday after iif it falls on a Sunday)

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19th or the Friday before if it falls on a Saturday or the Monday after if it falls on a Sunday

Independence Day (July 4th or the Friday before if it falls on a Saturday or the Monday after if it falls on a Sunday)

Labor Day (First Monday in September)

Nevada Day (Last Friday in October)

Veterans Day (November 11th)

Thanksgiving Day (4th Thursday in November)

Family Day (Day after Thanksgiving)

Christmas (December 25th or the Friday before if it falls on a Saturday or the Monday after if it falls on a Sunday)

In the case of inclement weather or a community event that closes the Douglas County Community and Senior Center, the CV Adult Day Club will also be closed. In these instances, a staff member will contact the client and/or responsible party by phone.

Employee Qualifications

All employees will have the knowledge, skills and abilities to perform the essential functions of their assigned position. Employees will be required to sign their job descriptions prior to commencing employment. The signed job descriptions will be filed in their personnel file.

Staffing levels will be arranged to meet the needs of scheduled clients. To ensure this occurs, additional Douglas County Community staff members will be designated to assist when needed at the CV Adult Day Club. Those staff will meet all requirements of hiring and receive all necessary training. Documentation of such will be located at the Douglas County Human Resources office.

All staff will provide the results of a physical examination conducted within the preceding 6 months, or a copy of the employee's medical records for the preceding 3 years, certified by a physician *Records will be located at the Douglas County HR office offsite*.

Employees will provide a negative report of a tuberculin test conducted within the preceding 6 months. Thereafter, a tuberculin test must be completed every year. *Records will be located at the Douglas County Human Resources office*.

All staff and volunteers will be required to pass a fingerprint-based background check. The Director and a designee from the Douglas County Human Resources department will have access to the NABs system, updating it as necessary. All documentation will be printed and kept in the confidential Background Check Binder located in the Director's office.

Employee Training

All employee and volunteers will be oriented as to the programs, policies, and services of CV Adult Day Club. Acknowledgement of orientation will be kept in competency binders.

Employees and volunteers will be trained, no fewer than 12 hours annually, on topics related to the services offered at the CV Adult Day Club. Presenters will be scheduled based on level of expertise in each subject matter. The in-service calendar of topics, training materials, and lists of attendees can be found in the In-service Manual at the CV Adult Day Club. In-service certificates will be located in the staff's competency binders.

Employee Files

Employee files will be completed and maintained following Douglas County Human Resource Personnel Policies & Procedures (200), located on the Douglas County website. The Director will coordinate with a Douglas County Human Resources staff member to ensure the following items are completed:

- Name, address, and telephone number
- Social Security number
- Date of birth
- Date of employment
- Education qualifications
- Application for employment
- Name of person to contact in case of emergency
- Records of employee's experience related to their work
- Periodic evaluations
- Health Records
- Record of any communicable illness
- Incident Reports involving the employee
- Termination Records
- Employee's training at the Adult Day Club
- Verification of any licenses or certifications
- Orientation Acknowledgment

Records will be located at the Douglas County Human Resources.

All employees will fill out an emergency contact sheet at time of hire that will be located in each employee's competency binder.

Volunteers

All volunteers will be expected to follow the Douglas County Administrative Policy, 200.50, Volunteer Program.

All volunteers will be oriented and trained identically to the paid employees of CV Adult Day Club, excluding the physical exam qualification. Training records of volunteers will be kept in their competency binder.

Complaints

Clients and/or responsible parties have the right to file a complaint concerning the program or its participants, volunteers, or staff. The process is as follows:

- Complaints must be submitted in writing to the Director of CV Adult Day Club or the Manager of Social Services
- The Carson Valley Adult Day Club Director or Douglas County Manager of Social Services will review the complaint within 5 business days of receipt to determine whether a violation of the Code of Conduct or policies and procedures has occurred.
    - The Director or Manager of Social Services will meet with the parties involved within 10 business days of reviewing the complaint to attempt to achieve an informal resolution.
    - If the parties are not satisfied with the informal resolution, the parties must serve a request in writing to the Director that the complaint be appealed to the Douglas County Manager of Social Services for review. The Manager must review the complaint within 15 days of the written request, and must provide a written response to the parties within 20 business days of the written request.
    - All decisions by the Douglas County Manager of Social Services are final.
    - If the complaint is against a staff member, the Director must follow the disciplinary procedures set forth in the Douglas County Code and/or the Douglas County Employees Association Bargaining Agreement. As personnel related matters are confidential, the complaining party does not have a right to know the outcome of any discipline. The complaining party does not have the right to appeal any decision of the Director with respect to an employee.

Appeal Process for Denial, Suspension or Termination from the Program

If the Director of the CV Adult Day Club suspends, temporarily removes or permanently removes a client from the club, the client and/or responsible party has the right to file an appeal of the decision. The process is as follows for an appeal of a denial, suspension, or termination from the CV Adult Day Club program:

- The client and/or responsible party may request, in writing, a review by the Douglas County Manager of Social Services within seven (7) calendar days after being provided the notice.
- Upon receipt of the appeal, the Director shall forward a copy of the information used to make the determination, a copy of the determination, and a copy of the appeal to the Douglas County Manager of Social Services.
- The Douglas County Manager of Social Services (or his or her designee) shall review the information no later than ten (10) calendar days following the receipt of this notice. The Douglas County Manager of Social Services may request to, meet with the parties.
- The Douglas County Manager of Social Services shall provide a decision in writing to the Director and client and/or responsible party no later than twenty (20) calendar days from the date of the notice.

If the client and/or responsible party is not satisfied with the decision of the Douglas County Manager of Social Services, the participant may appeal the decision to the Community Services Director. Families can also contact Healthcare Quality and Compliance at 775-684-1030.

APPENDIX

CARSON VALLEY ADULT DAY CLUB

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Admission Packet

Carson Valley Adult Day Club will provide a safe, nurturing and engaging care setting in which older adults, who are living with either cognitive or physical disabilities, or both, will receive individualized social services for some part of their day. While providing these individualized services, we will simultaneously be providing a respite to those caregivers that spend their days caring endlessly for their loved ones.

Our program philosophy is to connect multiple generations to the care of an honored individual by providing a safe, nurturing and engaging care setting. Our program utilizes the entire Douglas County Community and Senior Center to fulfill our mission. Our expectation is that while participating in activities within the Douglas County Community and Senior Center, all of their policies and procedures will be followed regarding Code of Conduct and Use of their Facility.

Thank you for choosing Carson Valley Adult Day Club for your loved one! Please follow the instructions below to start the enrollment process.

Instructions:

1. Applicant and/or responsible party must complete the attached forms All information will be kept confidential.

2. Please call 775-782-1329 for any assistance.

3. Once all forms are completed, please contact the Director of the CV Adult Day Club at (775) 782-1329 to schedule an interview. The client and the responsible party are both required to attend the interview.

4. At the conclusion of the interview, the applicant must schedule a trial visit. The trial visit is a complimentary day club visit that allows staff to observe potential client actions and behaviors while in the program.

5. After trial visit and a care plan has been created, the client may schedule days to attend the program.

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Application for Participation

Please print clearly. All information provided will be used in creating the individualized care plan for the Client.

Client Name: _____ Date: _____

Nickname: _____ SSN _____-____-_____ Age: _____ Birth Date: _____

Male ( ) Female ( ) Race: _____ Religious Preference: _____

Phone: _____ Allergies (List all): _____

Address: _____
(Number and Street) (City) (State) (Zip Code)

Primary Physician: _____
(Name) (City) / (State) (Phone)

Emergency Contact Name: _____ Relation: _____

Phone: _____

Others for emergency contact as needed:

Name	Relationship	City/State	Phone

Responsible Party: _____Relation to Client: _____

Mailing Address: _____
(City) (State) (Zip Code)

Physical Address: _____
(Number and Street) (City) (State) (Zip Code)

Phone: _____ Email: _____

Can confidential messages be left on your telephone message system? ☐ Yes ☐ No

Do you have a Durable Power of Attorney? ☐ Yes ☐ No (Please provide a copy)

Do you have an Advance Directive in place? ☐ Yes ☐ No (Please provide a copy)

Do you have a POLST? ☐ Yes ☐ No (Please provide a copy)

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Client Needs

How did you hear about CV Adult Day Club? _____

For noticeable improvement, program participation of at least twice per week is strongly recommended.
Client's preferred schedule for participation: ☐M ☐ T ☐ W ☐Th ☐ F

Arriving: _____ Departing: _____

Please tell us what will help the client the most while participating at CV Adult Day Club?

_____

_____

Please mark the following that you are unable to perform without assistance?

Activities of Daily Living

☐Eating ☐Dressing
☐Bathing ☐Toileting
☐Transferring IN/Out of a Bed/Chair
☐None- I can perform these Activities

Instrumental Activities of Daily Living

☐Preparing Meals ☐Light Housework
☐Taking Medication ☐Heavy Housework
☐Managing Money ☐Using the phone
☐Shopping ☐Using Transportation
☐None- I can perform these Activities

If needed, I authorized the staff of Carson Valley Adult Day Club to remind me to take prescribed medication while I am attending the program. All self-administered medication will be securely stored and the medication policy will be followed. ☐ Yes ☐ No Initial: _____

Responsible Party Signature *Relationship to Client* *Date*

_____

Director CV Adult Day Club *Date*

_____

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Physician Examination

(To be completed by Physician or Nurse Practitioner)

Client Name: _____ Date of Exam: _____

Birth Date: _____ Age: _____

Primary Physician: _____

(Name) *(City) / (State)* *(Phone)*

Diagnosis: 1. _____ 2. _____ 3. _____

Allergies: _____

Does this patient have nutritional needs/special diet? ☐ Yes ☐ No

Please Specify: _____

Does this patient have any infectious diseases? ☐ Yes ☐ No

Please Specify: _____

Is the client taking any medications that will need to be given during the times they are attending the program (including all over the counter medications)? ☐ Yes ☐ No

Medications*:(please provide physician signed prescriptions)*

Name of Medication	**Reason for prescription**	**Route/Dosage/Frequency**

Cognitive impairments or limitations at time of exam? ☐ None ☐ Memory Impairment ☐ Social

Physical impairments or limitations at time of exam? ☐ None ☐ Assist w/ambulation ☐ Has Prosthesis ☐ Assist with Transfers ☐ Has assistive device (cane, walker, wheelchair/scooter) ☐ Visual Impairment

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Vital Signs/Exam:

Blood Pressure: _____ Pulse: _____ Resp: _____

Height: _____ Weight: _____

Skin: _____

H-Ent: _____

Cardiac: _____

Respiratory: _____

Abdomen: _____

Genitourinary: _____

Musculoskeletal: _____

Mental Acuity: _____

Bladder Continent ☐ Yes ☐ No

Bowel continent ☐ Yes ☐ No

Catheter ☐ Yes ☐ No

Glasses ☐ Yes ☐ No For? _____

Hearing Aid ☐ Yes ☐ No Which ear(s) _____

Dentures ☐ Yes ☐ No Partial/Full? _____

Oxygen Use ☐ Yes ☐ No Please provide physician order for flow & rate

Fall Risk ☐ Yes ☐ No Number of falls in last 3 months? _____

Tobacco Use ☐ Yes ☐ No

Is the client appropriate to attend Adult Day Services at Carson Valley Adult Day Club? ☐ Yes ☐ No

_____

Physician Signature _____ *Date* _____

PHYSICAN EXAMINATION PAGE 2

Carson Valley Adult Day Club
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TB (Tuberculin)Test Informed Consent

Client Name: _____

Age: _____ Birth Date: _____ Phone: _____

Address: _____
(Number and Street) *(City)* *(State)* *(Zip Code)*

A two-step TB test requires first test injection given and read within 48-72 hours; wait 7-10 days; second step given and read within 48-72 hours. Testing is done annually. Copies will be maintained in client's file. Your primary physician can complete this test, or you can go to the CVMC Occupational Group.

If positive (area of swelling or hardness when reviewed by the nurse), a check x-ray is required initially, then an annual signs and symptoms screening thereafter.

In the past 12 months, do you have or have you developed any of the following:

Cough lasting more than 3 weeks	Yes	No	Unexplained weight loss	Yes	No
Anorexia (loss of appetite)	Yes	No	Fever	Yes	No
Night sweats	Yes	No	Fatigue	Yes	No
Coughing up blood	Yes	No			
Have you had contact with a person that has had active TB that you know of				Yes	No

FIRST STEP					
Date Given	Time Given	Site	Apilsol Lot #	Apilsol Exp Date	RN Nurse Signature

FIRST STEP – Results (within 48 to 72 hours)			
Date Read	Time Read	Results (in mm) Pos/Neg	RN Nurse Signature

7 TO 10 DAYS between reading of the first step and injection of the second step

SECOND STEP					
Date Given	Time Given	Site	Apilsol Lot #	Apilsol Exp Date	RN Nurse Signature

SECOND STEP – Results (within 48 to 72 hours)			
Date Read	Time Read	Results (in mm) Pos/Neg	RN Nurse Signature

If TB skin test result is **positive**, a chest x-ray and medical evaluation is indicated.

Name of Professional Reading / Screening this Test *Signature* *Date*

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Social History

Client Name: _____ Date: _____

Preferred Name: _____
Preferred Pronouns:_____ Preferred Gender: _____
_____
Current Living Situation: ☐Living alone ☐ Living with Spouse ☐ Living with Caregiver
DOB: _____
Place of Birth: _____
Places Lived: _____
Favorite Place to be: _____

Early Family History:_____
_____
_____
_____

Marital Status: ☐ S ☐ M ☐ W ☐ D

Spouse Name: _____

Living? ☐ Yes ☐ No **If no:** Year deceased? _____

Anniversary date: _____

Military Service: ☐ Yes ☐ No

Years:_____

☐Air Force ☐ Army ☐ Marine ☐ Navy ☐Coast/Nat'l Guard ☐ Reserve

Religion: _____ Group: _____

Smoking? ☐ Yes ☐ No **Alcohol**? ☐ Yes ☐ No

Schooling and Occupations: Please include both past and present:
_____
_____
_____

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Interview question

Name: _____ **Date of Interview:** _____

DOB: _____

Current daily routine:

_____

_____

_____

_____

Past activities but wish still participated in…

_____

_____

_____

Write a (PS)Past (P)Present (F)Future interest

Exercise _____

Craft_____

Gardening_____

Games_____

Books/book club_____

Educational_____

Pet therapy_____

Music therapy_____

Intergenerational_____

Painting_____

Independent activities_____

Circle the following if applies:

Wears hearing aids Glasses

Dentures Pacemaker/ Defibrillator

Oxygen Catheter

Uses depends Assisted Devices

Other: _____

Is client Full code or DNR? (Please provide documentation with physician signature)

_____

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Client Name: _____ Date of Interview: _____

1. Does the client need help in completing any of the following activities of daily living?
a. Dressing Yes ☐ No ☐
b. Bathing /Showering Yes ☐ No ☐
History of MDRO (Multidrug Resistant Organism) Yes ☐ No ☐
c. Toileting Yes ☐ No ☐
d. Grooming Yes ☐ No ☐
e. Feeding Yes ☐ No ☐
f. Meal Preparation Yes ☐ No ☐
g. Medication Management Yes ☐ No ☐

2. Does the client have any difficulty in the following areas?
a. Swallowing Yes ☐ No ☐
b. Clarity of speech Yes ☐ No ☐
c. Communication Yes ☐ No ☐
d. Volume of voice Yes ☐ No ☐
e. Repetitiveness Yes ☐ No ☐
f. Wandering Yes ☐ No ☐
g. Memory Yes ☐ No ☐

3. How many falls has the client had in the last 3 months? _____
4. Does the client have any unsteadiness? Yes ☐ No ☐
5. Does the client have any weakness in mobility? Yes ☐ No ☐
6. Does the client need help transferring to or from a sitting position? Yes ☐ No ☐
7. Can the client walk 50 feet without getting tired? Yes ☐ No ☐
8. Does the client have any pain? Yes ☐ No ☐
Please describe: _____

9. Is there any other information that would benefit the staff about you that you would like to share:
_____
_____
_____
_____
_____

In Client's Life: Sibling(s) = S / Children = C / Grandchildren = G / Great-Grandchildren = GG / Great-Great-Grandchildren = GGG / Niece/Nephew(s) = N / Friends = F / Pets= P
_____
_____
_____

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Continue with interview questions:

Does the client like to be social? Note any groups they participate in:_____

_____

_____

_____

_____

_____

_____

_____

_____

Favorites:

Color:_____ Flower:_____

Game:_____ Food:_____

Pastime:_____ Movie: _____

Book:_____ Sports: _____

Animal:_____ Music: _____

Dietary Information:

Allergies:

_____

Intolerances:

_____

Special Diet Needs:

_____

Diet Preferences:

_____

_____

Responsible Party Signature *Relationship to Client* *Date*

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Client Rights

1. The right to be treated as an adult, with consideration, respect, and dignity, including privacy in treatment and in care for personal needs.

2. The right to participate in a program of services and activities designed to encourage independence, learning, growth and awareness of constructive ways to develop one's interests and talents.

3. The right to self-determination within the day services setting, including the opportunity to participate in developing one's plan for services and changes thereafter; decide whether or not to participate in any given activity; be involved to the extent possible in program planning and operation; refuse treatment and be informed of the consequences of such refusal; end participation in the adult day program at any time.

4. The right to a thorough initial assessment and the development of a plan of care.

5. The right to be cared for in an atmosphere of sincere interest and concern in which needed support and services are provided.

6. The right to a safe, secure, and clean environment.

7. The right to receive nourishment and assistance with meals as necessary to maximize functional abilities and quality of life.

8. The right to confidentiality and the requirement for written consent for release of information to persons not authorized under law to receive it.

9. The right to voice grievances without discrimination or reprisal with respect to care or treatment that is provided.

10. The right to be fully informed, as evidenced by the client's written acknowledgement of these rights, of all rules and regulations regarding client conduct and responsibilities.

11. The right to be free from harm, including unnecessary physical or chemical restraint, isolation, excessive medication, abuse, or neglect.

12. The right to be fully informed, at the time of acceptance into the program, of services and activities available to related charges.

13. The right to communicate with others and be understood by them to the extent of the client's capability.

Client Name: _____ Date: _____

Responsible Party Signature: _____ Date: _____

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Photography, Video and/or Audio Taping Consent

Client Name:

_____

☐ I authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for clinical purposes.

☐ I **do not** authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for clinical purposes.

AND

☐ I authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for marketing purposes and/or their Facebook page.

☐ I **do not** authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for marketing purposes and/or their Facebook page.

**** Please be advised that Carson Valley Adult Day Club is under 24-hour video surveillance.*

_____

Responsible Party Signature *Relationship to Client* *Date*

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Authorization to Release Records

This is to certify that permission is hereby granted to release information as follows:

Information to be released for _____
Name of Client *Birth Date*

Information to be released by _____
Name of physician, clinic, agency, etc.

Information to be released to ***Carson Valley Adult Day Club.***

Reason _____

The following information may be released for the purpose of treatment and care:

□ Complete Health Care Record(s)
□ History and Physical Examination
□ Care Plans
□ Pathology Reports
□ Consultation Reports
□ Emergency Care Records
□ Other: _____
□ Discharge Summary
□ Progress Notes
□ Medical/Treatment Records
□ Radiology Records
□ Transcribed Reports
□ Nurses' Notes

I understand that this will include information relating to:

□ Psychiatric/Psychological Initial: _____
□ HIV Initial: _____
□ Drug/Alcohol Dependency Initial: _____

1. This authorization remains in effect until the above date, event, or condition, unless specifically revoked in writing. I understand that this authorization may be revoked at any time. Any information released prior to my written revocation of the authorization shall not be breach of confidentiality.
2. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this authorization in order to assure treatment.
3. I understand that I may inspect or request copies of any information disclosed under this authorization and that I am entitled to a copy of this authorization form once I have signed it.
4. I understand that if the individual or organization that receives the information is not a health care provider or health plan covered by federal privacy regulations the information described above may be re-disclosed and no longer protected by these federal regulations.
5. A copy of this authorization is as effective as the original.

_____

Responsible Party *Relationship to Client* *Date*

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CONSENT TO USE OR DISCLOSE HEALTH INFORMATION

I authorize Douglas County to use and disclose my medical records for the purposes of Treatment, Payment and Health Care Operations.

Treatment includes activities performed by a health care provider, nurse, office staff, and other types of health care professionals providing care to you, coordinating or managing your care with third parties, and consultations with and between other health care providers. This consent includes treatment provided by any physician who covers my/our practice by telephone as the on-call physician.

Payment includes activities involved in determining your eligibility for health plan coverage, billing and receiving payment for your health benefit claims, and utilization management activities which may include review of health care services for medical necessity, justification of charges, pre-certification and pre-authorization.

Health Care Operations includes the necessary administrative and business functions of our office.

You have the right to revoke this Authorization at any time, provided that you do so in writing and except to the extent that we have already used or disclosed the information in reliance on this Authorization.

Unless revoked earlier or otherwise indicated, this Authorization will expire one year from the date of signing or shall remain in effect for the period reasonably needed to complete the request.

You may review Douglas County's “Notice of Privacy Practices” for additional information about the use and disclosure of the information described in this Consent prior to signing this Consent.

Because we have reserved the right to change our privacy practices in accordance with the law, the terms contained in the Notice may change also. A summary of the Notice will be posted in our office indicating the effective date in the upper right-hand corner of the Notice. We will offer you a copy of the Notice on your first visit to us after the effective date of the then current Notice. We will also provide you with a copy of the Notice upon your request.

As more fully explained in the Notice, you have the right to request restrictions on how we use and disclose your protected health information for treatment, payment, and health care operations purposes. We are not required to agree to your request. If we do agree, we are required to comply with your request unless the information is needed to provide you emergency treatment. Other physicians who provide call coverage for our office are required to use and disclose your protected health information consistent with the Notice.

I understand that I have the right to revoke this Consent provided that I do so in writing, except to the extent that Douglas County has already used or disclosed the information in reliance on this Consent and to examine the County’s Notice of Privacy Practices.

_____

Signature of Client/Person Authorized by Law *Date*

_____

Printed Name of Client/Person Authorized by Law *Date*

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NOTICE OF PRIVACY PRACTICES OF DOUGLAS COUNTY

- **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**
- **PLEASE REVIEW IT CAREFULLY.**

You are receiving this notice in accordance with the Health Information Portability and Accountability Act (HIPAA), a federal law which governs the privacy of your health information.

WHO WILL FOLLOW THIS NOTICE

This notice describes the information privacy practices followed by Douglas County Social Services.

YOUR HEALTH INFORMATION

This notice applies to the information and records we have about your health, health status, and the health care and services you may receive from Social Services.

We are required by law to give you this notice. It will tell you about the ways in which we may use and disclose health information about you and describes your rights and our obligations regarding the use and disclosure of that information.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

For Treatment Although the County may not provide direct treatment to you, which your physicians or dentists and their staff do, we are including these next three paragraphs for your general information on the functioning of HIPAA. They may use health information about you to provide you with medical treatment or services. They may disclose health information about you to doctors, nurses, technicians, office staff or other personnel who are involved in taking care of you and your health.

For example, your doctor may be treating you for a heart condition and may need to know if you have other health problems that could complicate your treatment. The doctor may use your medical history to decide what treatment is best for you. The doctor may also tell another doctor about your condition so that doctor can help determine the most appropriate care for you.

Different personnel in their offices may share information about you and disclose information to people who do not work in the office in order to coordinate your care, such as phoning in prescriptions to your pharmacy, scheduling lab work and ordering x-rays. Family members and other health care providers may be part of your medical care outside this office and may require information about you that we have.

For Payment We may use and disclose health information about you so that the treatment and services you receive at this office may be billed to and payment may be collected from you, an insurance company or a third party. For example, we may need to give your health plan information about a service you received so your health plan will pay us or reimburse you for the service. We may also tell your health plan about a treatment you are going to receive to obtain prior approval, or to determine whether your plan will cover the treatment.

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1329 Waterloo Lane
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For Health Care Operations We may use and disclose health information about you in order to run the office and make sure that you and our other patients receive quality care. For example, we may use your health information to evaluate the performance of our staff in caring for you. We may also use health information about all or many of our patients to help us decide what additional services we should offer, how we can become more efficient, or whether certain new treatments are effective.

Appointment Reminders We may contact you as a reminder that you have an appointment for treatment or medical care at the office.

Treatment Alternatives We may tell you about or recommend possible treatment options or alternatives that may be of interest to you.

Health-Related Products and Services We may tell you about health-related products or services that may be of interest to you.

Please notify us if you do not wish to be contacted for appointment reminders, or if you do not wish to receive communications about treatment alternatives or health-related products and services. If you advise us in writing (at the address listed at the top of this Notice) that you do not wish to receive such communications, we will not use or disclose your information for these purposes.

You may revoke your Consent at any time by giving us written notice. Your revocation will be effective when we receive it, but it will not apply to any uses and disclosures which occurred before that time.

If you do revoke your Consent, we will not be permitted to use or disclose information for purposes of treatment, payment or health care operations, and we may therefore choose to discontinue providing you with health care treatment and services.

SPECIAL SITUATIONS

We may use or disclose health information about you without your permission for the following purposes, subject to all applicable legal requirements and limitations:

To Avert a Serious Threat to Health or Safety We may use and disclose health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Required by Law We will disclose health information about you when required to do so by federal, state or local law.

Research We may use and disclose health information about you for research projects that are subject to a special approval process. We will ask you for your permission if the researcher will have access to your name, address or other information that reveals who you are, or will be involved in your care at the office.

Organ and Tissue Donation If you are an organ donor, we may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate such donation and transplantation.

Military, Veterans, National Security and Intelligence If you are or were a member of the armed forces, or part of the national security or intelligence communities, we may be required by military command or other government authorities to release health information about you. We may also release information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation We may release health information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks We may disclose health information about you for public health reasons in order to prevent or control disease, injury or disability; or report births, deaths, suspected abuse or neglect, non-accidental physical injuries, reactions to medications or problems with products.

Health Oversight Activities We may disclose health information to a health oversight agency for audits, investigations, inspections, or licensing purposes. These disclosures may be necessary for certain state and federal agencies to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. Subject to all applicable legal requirements, we may also disclose health information about you in response to a subpoena.

Law Enforcement We may release health information if asked to do so by a law enforcement official in response to a court order, subpoena, warrant, summons or similar process, subject to all applicable legal requirements.

Coroners, Medical Examiners and Funeral Directors We may release health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

Information Not Personally Identifiable We may use or disclose health information about you in a way that does not personally identify you or reveal who you are.

Family and Friends, we may disclose health information about you to your family members or friends if we obtain your verbal agreement to do so or if we give you an opportunity to object to such a disclosure and you do not raise an objection. We may also disclose health information to your family or friends if we can infer from the circumstances, based on our professional judgment that you would not object. For example, we may assume you agree to our disclosure of your personal health information to your spouse when you bring your spouse with you into the exam room during treatment or while treatment is discussed.

In situations where you are not capable of giving consent (because you are not present or due to your incapacity or medical emergency), we may, using our professional judgment, determine that a disclosure to your family member or friend is in your best interest. In that situation, we will disclose only health information relevant to the person's involvement in your care. For example, we may inform the person who accompanied you to the emergency room that you suffered a heart attack and provide updates on your progress and prognosis. We may also use our professional judgment and experience to make reasonable inferences that it is in your best interest to allow another person to act on your behalf to pick up, for example, filled prescriptions, medical supplies, or X-rays.

OTHER USES AND DISCLOSURES OF HEALTH INFORMATION

We will not use or disclose your health information for any purpose other than those identified in the previous sections without your specific, written Authorization. We must obtain your Authorization separate from any Consent we may have obtained from you. If you give us Authorization to use or disclose health information about you, you may revoke that Authorization, in writing, at any time. If you revoke your Authorization, we will no longer use or disclose information about you for the reasons covered by your written Authorization, but we cannot take back any uses or disclosures already made with your permission.

If we have HIV or substance abuse information about you, we cannot release that information without a special signed, written authorization (different than the Authorization and Consent mentioned above) from you. In order to disclose these types of records for purposes of treatment, payment or health care operations, we will have to have

both your signed Consent and a special written Authorization that complies with the law governing HIV or substance abuse records.

YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU

You have the following rights regarding health information we maintain about you:

Right to Inspect and Copy You have the right to inspect and copy your health information, such as medical and billing records, that we use to make decisions about your care. You must submit a written request to Social Services in order to inspect and/or copy your health information. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other associated supplies. We may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your health information, you may ask that the denial be reviewed. If such a review is required by law, we will select a licensed health care professional to review your request and our denial. The person conducting the review will not be the person who denied your request, and we will comply with the outcome of the review.

Right to Amend If you believe health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment as long as the information is kept by this office.

To request an amendment, complete and submit a Medical Record Amendment/Correction Form to Social Services. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

a) We did not create, unless the person or entity that created the information is no longer available to make the amendment.

b) Is not part of the health information that we keep.

c) You would not be permitted to inspect and copy.

d) Is accurate and complete.

Right to an Accounting of Disclosures You have the right to request an accounting of disclosures. This is a list of the disclosures we made of medical information about you for purposes other than treatment, payment and health care operations. To obtain this list, you must submit your request in writing to Social Services. It must state a time period, which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). We may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for it, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are Not Required to Agree to Your Request If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you may complete and submit the Request For Restriction On Use/Disclosure Of Medical Information to Social Services.

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1329 Waterloo Lane
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phone 775-782-1329

Right to Request Confidential Communications You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you may complete and submit the Request for Restriction on Use/Disclosure of Medical Information And/or Confidential Communication to Social Services. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive it electronically, you are still entitled to a paper copy. To obtain such a copy, contact Social Services.

CHANGES TO THIS NOTICE We reserve the right to change this notice, and to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a summary of the current notice in the office with its effective date in the top right hand corner. You are entitled to a copy of the notice currently in effect.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. To file a complaint with our office, contact Social Services. You will not be penalized for filing a complaint.

Responsible Party Signature: _____ Date: _____

CVADC Director Signature: _____ *Date:* _____

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Financial Assistance Resources

Alzheimer's Grant
Charae Wamsley 775-786- 8061, ext. 1230
chwamsley@alz.org

- http://www.alz.org/
- $250 per quarter
- Diagnosed with memory disorder
- Caregiver must live with care recipient

Douglas County Social Services
775-782-9825

- Be a resident of Douglas County.
- To provide income and asset information

Seniors in Service Grant
Barbara Lewison: Phone: 775-358-2768 or 775-358-2322
Email: barbara@sisnv.org
www.seniorsinservicenevada.org

- Provides $1,000 per year
- Must be 60+ years old
- No diagnosis of memory disorder

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Acknowledgement of Receipt

Client Name: _____

The following items were given and explained to me:

- ***Please use a check mark if it was completed***

_____	Criteria for Admission
_____	Application
_____	Medical Information
_____	Physical Examination
_____	TB Testing Consent and Record
_____	Social History
_____	Client Agreement
_____	Program Policy
_____	Medication Policy
_____	Care Plan Policy
_____	Illness Policy
_____	Billing Policy
_____	Fee Schedule
_____	Hours of Operation
_____	Complaints & Grievance Policy
_____	Client Rights
_____	Photography, Video and/or Audio Taping Consent
_____	Authorization to Release Records
_____	Douglas County Privacy Disclosure
_____	Financial Assistance Resources

_____

Responsible Party Signature *Relationship to Client* *Date*

_____

Director CV Adult Day Club *Date*

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
Phone:775-782-1329

DOUGLAS COUNTY COMMUNITY SERVICES

Daily Care Plan

Date: Click here to enter text.

Client Name: _____ **Preferred Name:** _____

Program Start Date: Click here to enter text.

Preferred Pronoun: _____ **Gender:** _____

Initial ☐ **30 day** ☐ **Quarterly** ☐ **Annual** ☐ **Change of Condition** ☐

Allergies: Food- _____ **Other-** _____

Medications- _____

DNR Status: **Attempt Resuscitation (CPR)** ☐ **Allow Natural Death (Do not attempt resuscitation)** ☐

(see attached POLST)

Current Living Situation ☐Living Alone ☐ Living with Spouse ☐ Living with Caregiver

Marital Status: ☐ Single ☐ Married ☐ Widow ☐ Divorce

Spouse Name:

People in Client's Life:

Click here to enter text.

Schooling and Occupation:

Click here to enter text.

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Activity of Daily Living		Need	No Need	Notes- Include needs, goals, benchmarks
Cognitive				
	Assistance needed	☐	☐	Click here to enter text.
Oxygen				
	Physician Order	☐	☐	Click here to enter text.
Mobility				
	Reminder for using aide	☐	☐	Click here to enter text.
	Assistance in Transfers	☐	☐	Click here to enter text.
Toileting				
	Reminder	☐	☐	Click here to enter text.
	Assistance	☐	☐	Click here to enter text.
	Incontinent	☐	☐	Click here to enter text.
Eating				
	Cut up food	☐	☐	Click here to enter text.
	Encouraging to eat	☐	☐	Click here to enter text.
	Preference for food/drink			Click here to enter text.
Showering				
	Scheduled- Client wants specific days set for shower assistant while at CVADC	☐	☐	Click here to enter text.

Dressing			
Assistance with Dressing	☐	☐	Click here to enter text.
Grooming/Hygiene			
Assistance Needed	☐	☐	Click here to enter text.
Hearing			
Assistance Needed	☐	☐	Click here to enter text.
Vision			
Assistance Needed	☐	☐	Click here to enter text.
Smoking			
Preference	☐	☐	Click here to enter text.

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Activity Assistance/Preferences		Prefers	Does Not Prefer	Notes- Include client preferences
	Exercise	☐	☐	Click here to enter text.
	Crafts	☐	☐	Click here to enter text.
	Gardening	☐	☐	Click here to enter text.
	Games	☐	☐	Click here to enter text.
	Book Club	☐	☐	Click here to enter text.
	Educational	☐	☐	Click here to enter text.
	Pet Therapy	☐	☐	Click here to enter text.
	Music Therapy	☐	☐	Click here to enter text.
	Intergenerational	☐	☐	Click here to enter text.
	Painting	☐	☐	Click here to enter text.
	Independent Activity (Puzzles, Reading in Den, etc)	☐	☐	Click here to enter text.

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Summary of goals and Benchmarks

_____
_____
_____
_____

_____

Responsible Party Signature *Relationship to Client* *Date*

_____

Director CV Adult Day Club *Date*

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CLIENT FACE SHEET



CLIENT NAME: **PROGRAM START DATE:**

NICKNAME: **SSN:** **BIRTHDATE:**

MALE: ☐ **FEMALE:** ☐ **RACE:** **RELIGIOUS PREFERENCE:**

PHONE: **ALLOW PICTURES:** YES ☐ NO ☐

ADDRESS:
(Number and Street) *(City)* *(State)* *(Zip Code)*

DNR STATUS: Attempt Resuscitation (CPR) ☐ Allow Natural Death (Do not attempt resuscitation) ☐
(see attached POLST)

ALLERGIES:

PRIMARY DIAGNOSIS

PRIMARY PHYSICIAN:
(Name) *(City/State)* *(Phone)*

EMERGENCY CONTACT NAME: **RELATION:** **PHONE:**

OTHERS FOR EMERGENCY CONTACT AS NEEDED:

NAME ***RELATIONSHIP*** ***CITY/STATE*** ***PHONE***

Client Name: _____ **Month/Year: _____**

Progress Notes

Date	Notes

Client Name: _____ **Month/Year: _____**

Progress Notes Continued

Date	Notes

INCIDENT REPORT
DOUGLAS COUNTY COMMUNITY SERVICES

1329 Waterloo Lane
Gardnerville, NV. 89410
(775)782-5500

Please complete both sides of this form accurately and deliver the ORIGINAL within 24 hours to the address above.

Date of incident_____Time_____Facility_____

Person (s) Involved: (Check Box if Douglas County Community Services Employee)

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

Please list additional people on reverse side.

Describe Incident in Detail (be specific, include location where incident occurred) (use reverse if necessary)

_____

_____

_____

_____

_____

_____

_____

Witnessess: (Check box if Douglas County Community Services Employee)

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

Please list additional witnesses on reverse side.

Did Police provide assistance? Yes No Officers Name_____Case#_____

INCIDENT REPORT - Page 2

ACTION: Take / Follow Up / Comments (Please include additional information from page 1)

Attach Additional Pages If Necessary

Date of Report_____ Time_____ Site_____

Completed By_____ Title_____ Signature_____

Reviewing Supervisor_____ Signature_____ Date_____

Witness_____

DOUGLAS COUNTY
COMMUNITY SERVICES

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Clients Name: _____ **Medication:** _____

Allergies: _____ **Time Schedule:** _____

Date:	# of Meds signed in & Staff Signature:	Med in Original Bottle, Correct Dose & Not Expired Y/N:	Med. Taken Y/N	Time Taken & Staff Signature:	Comments is not taken/other Comments:

*Client must take the medication themselves, Cueing and reminders are ok

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Discharge Summary

Client Name: _____ **Date:** _____

Reason for Discharge from CV Adult Day Club:

- ☐ Financial
- ☐ Physical deterioration**
- ☐ Cognitive deterioration**
- ☐ Illness
- ☐ Moved to: _____
- ☐ Passed Away: Date _____
- ☐ Other: _____

** If one of these are indicated, please explain where the client and/or responsible party were referred to for additional support and/or placement.

_____

_____

_____

_____

Copy to client and/or responsible party
Copy to client's confidential file

_____
Director Signature **Date**

_____
Responsible Party Signature Date

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Gardnerville, Nevada 89410
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Annual Evaluation of CV Adult Day Club Program

Client Name: _____ **Date: _____**

Please evaluate each area of CV Adult Day Club program based on your experience. Answers will be combined and used to update the program as appropriate annually.

Staffing	No Comment	Not Satisfied	Satisfied	Very Satisfied
Availability of staff when needed				
Overall helpfulness of staff				
Staff knowledge of program				

Suggestions for Staffing:

_____

_____

Dining Experience	No Comment	Not Satisfied	Satisfied	Very Satisfied
Social Environment of the Douglas County Community & Senior Center Dining Room				
Overall menu options				
Meal Presentation				
Snacks Available				
Availability of Special Needs				
Beverages Available				

Suggestions for Dining Experience:

_____

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Physical Property	No Comment	Not Satisfied	Satisfied	Very Satisfied
Use of CV Adult Day Club room space				
Use of Douglas County Community & Senior Center				
Comfort/Ease of Use of Seating in all areas				
Cleanliness of CV Adult Day Club				

Suggestions for Physical Property:

_____

_____

Activities Available	No Comment	Not Satisfied	Satisfied	Very Satisfied
Use of CV Adult Day Club room space				
Music Therapy				
Exercise				
Book Club				
Games				
Crafts				
Holiday Celebrations				
Outdoor Activities				
Cognitive Stimulation				
Pet Therapy				
Activities held in Douglas County Community & Senior Center				

Suggestions for Activities:

_____

_____

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ADL Assistance	No Comment	Not Satisfied	Satisfied	Very Satisfied
Availability of staff when assistance is needed				
Professionalism of staff when performing assistance				
Overall satisfaction with assistance being provided				

Suggestions for ADL Assistance:

_____

_____

Additional Comments:

_____

_____

_____

_____

_____

Date Received: _____

Reviewed By: _____

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DOUGLAS COUNTY COMMUNITY SERVICES

Environmental Safety Monthly Inspection

System Inspected		Yes?	No?
Chemicals	Are all chemicals in appropriate containers with appropriate labels?		
Chemicals	Are all chemicals stored safely away from clients?		
Chemicals	Do all chemicals present have a SDS?		
Egress Door- West	Test the Emergency LED light		
Egress Door- West	Does the bypass function to allow egress w/o alarm activation?		
Egress Door- West	Does it relock after activation?		
Egress Door- West	Does the door open for free egress when pressed briefly?		
Egress Door- West	Does the door unlock and stay unlocked after the alarm sounds?		
Egress Door- West	Does the locking device need to be manually reset after the alarm?		
Egress Door- West	Does the door open/close smoothly?		
Egress Door- South	Test the Emergency LED light		
Egress Door- South	Does the bypass function to allow egress w/o alarm activation?		
Egress Door- South	Does it relock after activation?		
Egress Door- South	Does the door open for free egress when pressed briefly?		
Egress Door- South	Does the door unlock and stay unlocked after the alarm sounds?		
Egress Door- South	Does the locking device need to be manually reset after the alarm?		
Egress Door- South	Does the door open/close smoothly?		
Emergency Lighting	Are there 2 operating Emergency Lights by the exits?		
Fire Extinguisher	Has it been checked to verify pin and pressure in last 30 days?		
First Aid Kit	Is the first aid kit fully stocked, with no expired product?		
PPE	Are there gowns, masks, booties, gloves and eye gear available?		

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Environmental Safety Yearly Inspection

System Inspected	
Fire Alarm & Life Safety Inspection	Last annual inspection _____
Fire Suppression	Last annual inspection _____
Sprinkler Inspection	Last annual inspection _____
Fire Extinguisher	Last annual inspection _____

Date: _____ **Completed by: _____**

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EMERGENCY ACTION PLAN

Kahle Community Center

Community and Senior Center

DOUGLAS COUNTY COMMUNITY SERVICES

Emergency Notifications

During an Emergency incident, Community and Senior Center staff and volunteers will alert Douglas County Community Services Directors and Managers through at least one of the following methods, depending on the severity of the incident:

- Notifying Douglas County 911
- Telephone
- Texting
- Email
- Filling out incident/Accident Reports

Chain of Command

Director
|
Assistant Director
|
Social Services Manager
|
Recreation Supervisor
|
Food Service Supervisor
|
Recreation Coordinator
|
Transportation Coordinator
|
Recreation Specialist

Designated Emergency Operations Center (EOC) Representatives

The Community Services Director will represent the Department at the Emergency Operations Center (EOC) and will coordinate the Department's responsibilities with the Disaster Service Coordinator (DSC). In the Directors absence, the Assistant Director and/or Parks Superintendent and/or Social Services Manager will direct departmental priorities, monitor continuity plan, implement evacuation procedures, address special needs, provide staff direction, and address shelter directives.

1. Director
2. Assistant Director
3. Social Services Manager
4. Parks Superintendent







General Notification Procedures

The Community Services Director, and in the Directors absence, the above listed personnel is to be notified in the event of any major calamity occurring involving parks service areas and/or recreation facilities including, but not limited to, high winds, fires, major electrical/mechanical infrastructure failure, earthquake, hazardous chemical release, natural gas leak, and major vandalism affecting parks and recreation service responsibilities.

Normal Business Hours - The Parks and Recreation Support Staff shall reach the Parks and Recreation Director and/or appropriate above Coordinator/Superintendent by phone and/or pager.

Off Hours - The Director is to be contacted at the home phone number, if unavailable a message is to be left, followed by contacting the above appropriate Coordinator/Superintendent by home phone/cell phone/pager. If telephone contact is unavailable then personal contact will be required.

How to Reach Community & Senior Center Key Personnel

Kahle Community Center (775) 586-7271

1. Recreation Coordinator, Tobias Donahue
2. Recreation Supervisor, Brant Bishop
3. Recreation Specialist,
4. Division Manager,

Community and Senior Center (Recreation) 775-782-5500

1. Recreation Supervisor, Scott Doerr
2. Recreation Specialist, Josh Martin
3. Recreation Specialist, Cole Cline
4. Recreation Coordinator, Nick Lonnegren
5. Recreation Coordinator, Dennis Hubbard
6. Community Services Manager, Amanda Reid

Senior Center 775-782-5256 and DART Transportation 775-783-6456

1. Food Service Supervisor, Thomas Warner
2. Transportation Coordinator, Linda Skaggs
3. Recreation Coordinator, Jennifer Calabrese
4. Community Services Manager, Amanda Reid

Carson Valley Adult Day Club 775-782-1329

1. Program Supervisor, Kristin Cusack

Community Health Nurse, 775-782-9038

1. Nurse Practitioner, Tamara Baumann

Basic Emergency Responses

Evacuation

Evacuate the building in an orderly fashion and wait for officials to give the all clear to return after a head count has been completed through inspection of the posted evacuation routes.

Shelter in Place

A situation may occur where the safest action will be to shelter in place some with **functional and access needs (FAN)** will have to shelter in place until first responders arrive. Also there may be emergencies which prevent evacuation from the second floor in the gym resulting in sheltering in place directive.

- Do not leave the building. Find a safe place within the building to stay and wait for further information.
- Follow procedures to protect yourself from the specific hazard. For example, if there is a big snow storm, earth quake or high winds be cautious outside when exiting the building. If a hazardous materials spill has occurred, close all doors and windows.
- If you have information about the hazard that can aid emergency responders, report is immediately by calling 911.
- Remain in the building until an all clarify has been given by emergency officials. Unless evacuation of the building was necessary.

Lockdown

- A lockdown is similar to sheltering in place, although a lockdown is the decision of an individual building or emergency personnel.
- A lockdown may involve multiple departments; however the decision to evacuate or seek safe shelter will most likely not be communicated to all individuals immediately. Imminent situations like an active shooter require individual decisions and survival mindset.
- When a lockdown is declared the doors leading outside of the building should be locked (When possible) and people should not exit or enter the building.
- Activity rooms or office doors should be locked or barricaded.
- **Turn off lights, radios, TV's close blinds, and silence cell phones**.
- If a fire alarm is activated during lockdown, proceed with extreme caution.
- Wait for the "all clear" to be given before leaving safe shelter.

Psychological Crisis

A psychological crisis may occur as a result of emergencies, disasters, or other critical incidents such as suicide, rape, violence, death, serious accidents, fires, explosions, bomb threats, threats to the public welfare, or other traumatic or tragic events affecting our community.

For an unusual or potentially dangerous situation:

- Never try to handle a dangerous situation by yourself.
- Call another staff member, supervisor or manager who has received Mental Health First Aid Training to assist in the situation.
- Call 9-1-1 in the event this unusually or potentially dangerous situation escalates. Give your name, your location, and state of the nature of the problem.
- All suicide attempts should be reported to the Douglas County Sheriff's Department through 9-1-1 so that, proper procedures might be followed to ensure the safety of those involved

Active Shooter

All of Douglas County and Northern Nevada us RUN, HIDE, FIGHT in the event of an active shooter emergency If there are reports of an active shooter in a facility or park use the following:

If it is possible to escape the building safely and avoid danger, do so by the nearest exit. These situations are incident specific. Each department and individual will have to make a decision based on the available information.

If you hear shots fire:

- RUN
    - Move quickly: don't wait for others to validate your decision.
    - Leave your belongings behind.
    - Survival chances increase if you are not where the shooter is or if you go where the shooter can't see you.
- HIDE
    - Once you are in a safe location, call the sheriff's by dialing 9-1-1.
    - Advise others in the immediate area to stay away from the shooter location.
    - If you can't get out because the shooter is between you and the only exit then hide out.
    - Move out of the hallway look for a well-hidden and well protected room.
    - Avoid places that might trap or restrict your movement.

    - Try to find a room that can be locked. If the room can't be locked try to barricade or block the door with heavy furniture or other heavy objects.
    - Turn out the lights and other noise producing devices.
    - Try to stay silent
    - Call 9-1-1 if you can do so without alerting the shooter.
    - If there are two or more of you don't huddle together.
    - Spreading out gives you more options and makes it harder for the shooter.
    - Quietly develop a plan of action in the event the shooter enters your room.
    - Remain calm. This can have a contagious effect on others.
    - Stay focused on survival. Keep other focused.
- FIGHT
    - Assume the shooter's intentions are lethal.
    - Develop a survival mindset that you have what it takes to survive when your life is on the line.
    - You must be prepared to do whatever it takes to neutralize the threat.
    - Throw things, Yell, use improvised weapons.
    - If there are two or more of you, make a plan to overcome the shooter. Do the best you can- **Choose to survive**.

Medical Emergencies

Dial 9-1-1 and tell the dispatch that you require medical assistance. Be prepared to provide the following information when asked by the dispatcher:

- Location of injured person (e.g. which room, number, etc.)
- Type of injury or problem.
- The individual's present condition.
- The sequence of events leading to the emergency.
- Medical history and name of injured person's doctor, if known.
- The phone number where you are.
- Do no move victim unless it is necessary to remove them from dangerous location or situation.
- If trained, use pressure to stop bleeding.
- If trained, use CPR and AED if no pulse and not breathing. **(Locations of the AED are behind the front desk in the Community Center, in the GYM on second floor, In the Senior Center Dining Room)**

Fire

- Fire Alarm will notify automatically 9-1-1 in the event there is an unseen fire related issue. Please notify staff to put into action our Fire safe protocol and call 911 regardless of fire alarm notification.
- If you have been trained, and it would not place you in any immediate danger, use a fire extinguisher to extinguish the fire.
- Evacuate building as quickly and as safely as possible. Assign staff to take a number of people exiting at doors in the event there are missing persons.
- Close doors and windows if time permits, to delay the spread of the smoke and fire. Feel closed doors for heat before opening. Do not open them if they are hot.
- Use the stairs to evacuate. Do not use elevators.
- If you encounter smoke, stay low to the ground. If possible, cover mouth with a cloth to avoid inhaling smoke and gases.
- Once outside, go to your building's Evacuation Assembly Area (EAA), tell those in charge there that you are out of the building, and report injured or trapped persons and any signs of building damage you follow: ***(page 4 Shelter in Place protocol.)***
- Wait for instructions from emergency responders. Do not re-enter the building until the all clarify is given by emergency responders.
- If unable to leave the building, find a location from the smoke and heat where you can signal for firefighter's assistance. **In the event that an individual with functional needing assistance (FAN) follow direction to locate a safe place and notify fire fighters through whatever means available.**
- Seal the room. Use wet cloths to stuff around cracks in doors and seal up vents to protect against smoke.
- Do no break windows. Flames and smoke can come back in form the outside. If you need air, slightly open the window.
- Stay low under smoke. The freshest air is near the floor. Keep a wet cloth over your nose and mouth, breathe through your nose only.
- Signal for help. Call 9-1-1 if you have a cell phone or hang an article of clothing out the window to help signal for help.

Bomb & Bomb Threat

- Keep the caller on the line and talking as long as possible (pretend to have difficulty in hearing- ask the caller to repeat what he/she said).
- Try to get as much information as possible about the location of the bomb and a description of the bomb and the caller. Use the Bomb Threat Checklist to record all information. Found as an attachment to this Plan.
- Stay on the line as long as the caller continues to provide useful information. If possible, have someone else use another line to call 9-1-1.
- After the caller hangs up, immediately call 9-1-1 and notify the Douglas County Sheriff's Department.
- If an evacuation of the building is ordered, take the Bomb Threat Checklist with you and give it to the Bomb Squad or emergency responders.
- IF YOU FIND A SUSPICIOUS DEVICE:
    - Do not touch, move or disturb any suspicious object you feel might be a bomb.
    - Keep people away from the area where the suspicious object is and call 9-1-1.
    - Be sure to include a description of the object and its location when reporting.

Explosion

- Call 9-1-1 Emergency
- Take cover under study furniture.
- Evacuate if safe and you are directed to do so by emergency responders.
- Stay away from windows.
- Do no utilize lighters or matches or create any spark or open flame.
- If instructed to evacuate, use the stairs- do not use the elevators.

Hazardous Materials

- Call 9-1-1 immediately.
- Move away from the release area, informing others as you go.
- If spilled material is combustible or flammable, turn off ignition sources as you leave.
- Close doors to the affected area(s)
- Provide information to emergency personnel.
- Leave the area and warn others to leave with you.

Earthquake and High Winds

- Stay indoors
- Move away from windows and open doors (preferably into an interior hallway).
- Be cautious when walking outside with doors slamming, dumpster lids blowing back, and debris flying.
- Stay indoors.
- Crawl under a table or desk or brace yourself by standing in an interior doorway.
- Do not use elevators, electrical equipment or telephone.
- Do not use open flame.
- Be prepared for aftershocks.

Flash Flood

Flash flood watches and warnings are issued by the National Weather Service. Personnel should stay abreast of any Weather Service watches or warnings:

- Flash floods occur suddenly and may appear without warning.
- In the event of flash flood, move to higher ground, if not in the water, turn off power as you go to higher ground.
- DO NOT TOUCH electrical devices and switches if you or they are in the water assist others to move to higher ground.
- Call 9-1-1 to report the flooding and any employees or visitors that may be unaccounted.
- Avoid walking or driving through flooded areas as manhole covers may be missing or the roadway may have given way

River Flood

River flood events normally occur with some warning from either the National Weather Service or Emergency Management. Stay abreast of information reports Evaluate low lying areas:

- Make the decision to cancel any activities due to the need to potentially use the center as an evacuation center.
- Move items to higher ground if flood waters are expected to enter the facility.
- Evaluate and plan for the need to sandbag around potential water entry points.
- Send non-essential county personnel home, after consulting with Emergency Management on need for staffing when a flood seems to be occurring.
- Cancel any center activities if flood warning in or around the center occurs When the flooding occurs: follow the flash flooding items above

After the flood

- Account for all personnel and visitors: report the missing to 9-1-1.
- Be ready to open the Center as the community evacuation shelter.
- Assess for facility damage and report this information to 9-1-1 or the EOC (if established) do not turn on the power to any devices that contacted the water.
- Attempt to drain the water from the facility, using caution Dispose of any foodstuff that has been exposed to flood waters.

Bomb Threat Check List

If you receive a bomb threat call, use this form to record all information.

BE CALM, BE COURTEOUS, LISTEN, DO NOT INTERRUPT

Exact words of caller:

QUESTIONS TO ASK:

1. When is the bomb going to explode?
2. Where is the bomb right now?
3. What kind of bomb is it?
4. What does it look like?
5. Why did you place it?
6. Where are you calling from?

CALLER'S VOICE (Circle)

Male	Female	Adult	Juvenile
Accent	Well-spoken	Irrational	Incoherent
Foul	Calm	Angry	Excited
Slow	Rapid	Soft	Loud
Laughter	Crying	Normal	Slurred
Nasal	Speech Impediment	Unusual Breathing	Raspy
Clearing Throat	Deep	High	Disguised
Cracking Voice	Familiar	Taped	

If the voice is familiar, who did it sound like?

_____

Did the caller indicate knowledge of the campus? (Circle one) Yes No

If yes, explain:

_____

BACKGROUND SOUNDS (Circle)

Street Noises Dishes Voices PA System Factory Machinery Static

Music House Noises Motor Aircraft On Campus Quiet

Office Machinery Animal Noises Long Distance Off Campus

Call 9-1-1 immediately after the caller hangs up.

Emergency Actions - When an evacuation is ordered:

5. Collect your personal belongings (i.e. purse, briefcase, etc...) and take them with you as you exit the building.

6. Look around your desk and/or office for any suspicious items. **DO NOT TOUCH ANYTHING SUSPICIOUS,**
instead report it to the Police after you exit the building.

7. After evacuation, report to an **EMERGENCY ASSEMBLY AREA.**

8. **DO NOT REENTER THE BUILDING UNTIL INSTRUCTED TO DO SO BY APPROPRIATE PERSONNEL**
(DOUGLAS COUNTY SHERIFF'S DEPARTMENT, EAST FORK FIRE PROTECTION DISTRICT OR TAHOE DOUGLAS FIRE PROTECTION DISTRICT).
Name:
Dept.: Phone:

Date received: Time received: Time ended:

TAKE THIS CHECKLIST WITH YOU AS YOU EVACUATE THE BUILDING

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Emergency Training & Drills

Date: _____

In-service: ☐

Presenter: _____ **Topic:** _____

Evacuation Drill: ☐

Time Started: _____ **Time Ended:** _____

Audible Alarm: **Yes** ☐ **No** ☐

Evacuated to meeting spot: ☐ **Sheltered in Place:** ☐ **Reason?** _____
i.e. weather, type of drill

Notes: *i.e. all participated, policy followed, obstacles, additional training provided?*

Employee Name	Employee Signature

Invoice

DOUGLAS COUNTY COMMUNITY SERVICES

Carson Valley Adult Day Club

1329 Waterloo Lane
Gardnerville, NV 89710
phone (775) 782-5500, ext. 9

Date:

Responsible Party: [Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

Client Name:

Date of Attendance	Drop Off Time	Pick Up Time	Total Daily Hours	Daily Charge
			Total	$0.00

Make all checks payable to Carson Valley Adult Day Club

Thank you for choosing us to care for your loved one!

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

In-Service Attendance

In-Service Date: _____

Presenter: _____ **Topic**: _____

Hours: _____

Employee Name	Employee Signature

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Employee Name: _____ **Date of Hire: _____**

New Hire Orientation

Date of Orientation	Training Topic	Hours
	First Day Orientation- HR	
	NRS Regulations	
	Policies & Procedures	
	Emergency Preparedness	
	Admission of Clients	
	Transferring of Clients	
	Medication Cueing	
	Hygiene & Showering	
	Community Resources	
	Recreation Center	
	Senior Center	
	Dining Services	
	Elder Abuse	

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Employee Name: _____

Date of Hire: _____

Annual Training Hours
(12 Hours Required)

Date	Topic	Hours

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

EMPLOYEE ADDRESS CHANGE AND EMERGENCY NOTIFICATION FORM

Please update my Personnel File as follows:

Employee's Name: _____

Mailing Address: _____

_____ **Zip** _____

Phone Number (____) _____

Emergency Contact #1: _____

#1Phone: (____) _____

#2Phone: (____) _____

Emergency Contact #2: _____

#1Phone: (____) _____

#2Phone: (____) _____

Employee's Signature: _____ **Date:** _____

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Douglas County Community Center
1329 Waterloo Lane
Gardnerville, NV 89410
775-782-5500 ext 1

GYM & FITNESS CENTER WAIVER AND RELEASE FORM ADULT DAY CLUB

Contact information

Name: _____
First Last

Physical Address: _____
Number & Street City/State Zip

Home Phone: _____ Cell Phone: _____

Emergency Contact Name: _____

Relationship: _____ Email Address: _____

Home Phone: _____ cell Phone: _____ Work Phone: _____

Waiver and Release

In consideration for being permitted by Douglas County to utilize the above facility, I hereby waive, release and discharge any and all claims for damages for personal injury, death or property damage which I may have, or which any hereafter accrues to me as a result of facility use. This release is intended to discharge in advance the County (its officers, employees, and agents) from any and all liability arising out of or connected in any way with my facility use, even though that liability may arise of negligence or carelessness on the part of the person or entities mentioned above. It is understood that my use of facilities involves an element of risk and danger of accidents and knowing these risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above person or entities free and harmless from any loss, liability, damage, cost or expense which they any incur as a result of my death or any injury or property damage that I may sustain while utilizing this facility. I agree to adhere to any and all facility use rules adopted by Douglas County.

Signature Date



POLICY MANUAL

CARSON VALLEY ADULT DAY CLUB

1329 WATERLOO LANE
GARDNERVILLE, NEVADA 89410
775-782-1329

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Introduction

Carson Valley Adult Day Club will provide a safe, nurturing, and engaging care setting in which older adults who are living with either cognitive or physical disabilities, or both, will receive individualized social services for some part of their day. While providing these individualized services, we will simultaneously be providing a respite to those caregivers that spend their days caring endlessly for their loved ones.

Our program philosophy is to connect multiple generations to the care of an honored individual by providing a safe, nurturing, and engaging care setting. Our program utilizes the entire Douglas County Community and Senior Center to fulfill our mission. Our expectation is that, while participating in activities within the Douglas County Community and Senior Center, all of their policies and procedures will be followed regarding Code of Conduct and Use of their Facility.

Program Policy

Our program policy will be shared with all clients and/or responsible parties during the initial interview, as well as during care plan meeting updates.

To be successful, our program is based on mutual respect, cooperation, confidentiality, and the safety of our clients, staff, and volunteers. Any violation of the program expectations will lead to discharge and referral to another program for the client.

The following are expected:

- Clients and/or the responsible party will sign in upon arrival to the CV Adult Day Club. All medication will be given to staff to document and secure in a locked box.

- Additional clothing will be provided by the family for the client, labeled with their name, and stored in their designated area by staff. If there comes a need for changing, clothing will be laundered (given enough time) and returned by the end of the day to the client and/or responsible party.

- Client and/or the responsible party will provide their own disposables and hygiene items needed for the day. CV Adult Day Club will provide storage for these items.

- Clients will leave all valuables and money at home. CV Adult Day Club will not be responsible for any valuables or money left in the possession of the client while they are attending.

- Clients will carry appropriate identification with them when attending

  CV Adult Day Club is a smoke free environment. No tobacco products of any kind are allowed at the CV Adult Day Club.

- CV Adult Day Club will provide a monthly calendar to each client notifying them of activities scheduled. Activities will be scheduled throughout the community center, utilizing staff and volunteers for oversight/supervision.

- CV Adult Day Club will provide lunch at noon, served in the Douglas County Senior Center dining room. Accommodations can be made to have lunch in the CV Adult Day Club room.

- CV Adult Day Club has a designated area for resting. The Den is available to all clients, with the expectation that the clients use the Den as a temporary quiet place.

- CV Adult Day Club schedules an outing at least once a month. Outings are typically scheduled in the middle of the week. If the client doesn't want to participate-can schedule a different day.

Criteria for Admission

The criteria for admission to CV Adult Day Club is listed below. The criteria will be shared with all clients and/or responsible parties during the initial interview, as well as during care plan meeting updates.

Pursuant to Title VI of the Civil Rights Act of 1961, CV Adult Day Club is non-discriminatory. Religion, race, national origin, alienage, disability, age, or sex, including sexual orientation and gender identity, will not be considered in the admission process or at any time while the Applicant/Client is being evaluated for participation in the program or is participating in the program. To be eligible to participate in the program an applicant/client must comply with the following:

- Applicant and/or responsible party will complete admission packet and return to CV Adult Day Club for a scheduled interview and tour. During the interview, which typically lasts no longer than an hour, the director/assistant director will assess how the applicant interacts with staff and the clients. The tour will consist of the Adult Day Club main room, bathrooms, senior center dining room, and the community center. After the interview and tour, staff will set up a trial visit. The trial visit will be scheduled from 10:00 a.m.-1:00 p.m. Which allows staff to observe the applicant during activities and lunch. During the trial visit, staff will make notes of abilities and places for adaptation. The individualized care plan will be created from the interview and trial visit.

- Prior to admission, the applicant and/or responsible party will provide CV Adult Day Club with the results of a physical examination and medical history for the preceding 6 months. The examination must be completed by a physician, physician assistant, or advance practice registered nurse. The examination document must identify if the applicant is fit or not fit to be permitted into the CV Adult Day Club. The physician's statement must also set forth any special dietary requirements and/or reasonable accommodations.

- Each client and/or responsible party will designate a primary physician to be called in case of change of condition. CV Adult Day Club's policy is to call 911 in case of an emergency. Our staff is not able to diagnose or care for injuries or illnesses.

- All Clients must have a completed the required **2-step TB test or the TB blood test (QuantiFERON)** prior to admission, and provided documentation to the CV Adult Day Club of proof of completion and a negative test. Clients must be tested every year thereafter in order to remain eligible for the program.

- Client and/or responsible party must notify CV Adult Day Club immediately if there is a change in medications or physician orders. Any changes will be reviewed by the

director/assistant director to determine if the client is eligible to continue to participate in the program.

- Clients must require minimal assistance (1 person) for bowel and bladder management, along with hygiene and transferring needs. Applicants/clients needing more assistance will be reviewed on a case by case basis to determine eligibility in the program.

- CV Adult Day Club is not appropriate for Clients who require 1-on-1 supervision for the entire time they are attending the program. Clients requiring this level of care will be referred to other programs.

- Clients shall not attend the CV Adult Day Club if they have a communicable illness. The illness policy set forth below will be followed to ensure the well-being of the other clients and staff.

- Client should not cause harm, either physical or emotional, to themselves or others. Behaviors such as the following will be documented and if possible, interventions will be implemented with the help of family and health care providers if necessary:
    - Causing physical harm to self or others;
    - Wandering that cannot be redirected;
    - Physical health requiring 1-on-1 supervision;
    - Constant, disruptive behavior that results in another clients' agitation; and/or
    - Inability to attend or participate in any of the activities.

- Clients must be able to communicate their needs to staff, verbally, in writing, or through body language. Care plans will be designed to acknowledge the form of communication for each client.

- Client cannot require any form of restraint as CV Adult Day Club is not able to use restraint, either physical or medicinal.

- Client and/or responsible party will arrange transportation to and from the CV Adult Day Club utilizing DART transportation or by the responsible party. Responsible party will walk the client to the CV Adult Day Club door for drop off and pick up.

- Client must be able to self-administer any medication with minimal reminders. Client and/or responsible party will provide physician orders, medications in original packaging, and correct dosage for the day. CV Adult Day Club will provide a secure location for all self- administered medications.

- Clients will be referred to other programs if their needs cannot be met by CV Adult Day Club.

Admission Paperwork

All applicants and/or their responsible party will review and complete the following prior to starting the program. Completed paperwork will be filed in the client's confidential file, located in the Director's office.

- Criteria for Admission
- Application
- Medical Information
- Physical Examination
- TB Testing Consent and Record
- Social History
- Client Agreement
- Program Policy
- Care Plan Policy
- Illness Policy
- Billing Policy
- Fee Schedule
- Hours of Operation
- Client Rights
- Photography, Video, and/or Audio Taping Consent
- Douglas County Privacy Disclosure
- Financial Assistance Resources

Services Available

CV Adult Day Club can provide the following services based on the needs of the client:

- Toileting assistance
- Showering (scheduled* vs unscheduled) *additional charge applies
- Cueing of Medications as needed
- Laundry as needed due to accidents
- Nutrition assistance- Snacks, Lunch
- Hydration stations
- Spa needs (nails, hair, massages)
- Quiet times
- Assistance to intercommunity programs

CV Adult Day Club social activities that will be provided during the day:

- Coffee/cocoa/tea and morning snack
- Daily news- Local and National- fun facts about today
- Exercise – Stretching, walking, gross motor activities
- Craft/Art- scrapbooking, ceramics, woodworking, painting
- Volunteer opportunities- gardening, greeting, secretarial, intergenerational activities
- Book Club
- Music Therapy
- Pet Therapy
- Historical Society/support groups
- Game Show/Trivia/Bingo

Activity calendars will be available and posted monthly. Activities will be held at CV Adult Day Club, as well as within and around the Douglas County Community and Senior Center. Activities will be led by CV Adult Day Club and volunteers.

Outings

CV Adult Day Club will schedule one to two outings a month within Douglas County. The outings range may be an activity or a lunch. The outing will fall on either a Tues, Wednesday or a Thursday. If a client is normally scheduled to attend on these days the client's spot will automatically be reserved for the outing unless the client tells staff in advance that he or she will not be participating. If a client is interested in attending an outing on a day that the client is not scheduled to attend the Adult Day Club, the client may contact staff and request to attend. Outings are scheduled on a first come first serve basis. If there is a cost to attend an outing, the cost must be paid no later than the day of the outing in order for the client to attend. The cost of an outing will not exceed $20.00.

Signing In/Out

As clients arrive for the scheduled day, staff will sign them into the Sign In/Out Log with the appropriate time of arrival. This log will serve as the record of attendance, the assignment of their medication box, and their cubby. Upon leaving for the day, staff will document the time of departure.

All Sign In/Out logs will be filed at the end of each month for documenation of attendance.

In the event of an emergency evacution and/or drill, the Sign In/Out log will be taken with staff.

Illness

To ensure the safety and well-being of our clients and staff, clients are not permitted to attend CV Adult Day Club if they have had a fever in excess of 100*F, uncontrollable diarrhea or vomiting in the previous 48 hours; or active symptoms of a communicable illness listed in CDC guidelines, whichever is stricter. It is the responsibility of the responsible party to report symptoms to the Adult Day Club. Clients may be required to bring a physician's note clearing them to attend the program if their illness was communicable or if the Adult Day Club implements policy that requires clients to follow CDC guidelines for returning. If a client has a fever of 100* F at the door or develops a fever while at CV Adult Day Club he or she will be sent home. A client will also be sent home if he or she has is vomiting or has diarrhea, a migraine, or he or she doesn't feel good.

If a client is unable to attend a scheduled day, please call the CV Adult Day Club by 8:00 AM of the missed day. No credit will be issued for a missed day, unless the client is electing not to participate in an outing. The Director may approve giving a client credit for missed days if the client misses three or more consecutive days due to a medical issue. Clients are encouraged to schedule one month in advance to secure enrollment in the program. Payment in advance for the days scheduled to attend is a requirement to maintain client's spot. If there are three or more consecutive no call no show absences, this may lead to the suspension of participation in the program. The Director will meet with the client and/or responsible party to discuss obstacles of attendance and determine the best course of action. The documentation of this meeting will be kept in the client's confidential file.

Medication

CV Adult Day Club can provide medication reminders to clients. We are not able to administer medication of any kind. For any clients that are unable to self-administer, referral will be made to another program or attendance times will be altered, if possible, so as to not to conflict with the administration of medication.

If a client brings medication to the CV Adult Day Club, as clients arrive each day, he or she must immediately give the medication to the staff. A staff member will document all medication and assign a numbered lock box to the client. The client will be given the only key to that lock box. That box will then be secured in a designated, locked, cabinet, accessible only by staff. Client must be able to physically open the lock box on their own.

Using the physician orders, staff will remind clients of the need to self-administer their medication at the appropriate time. Staff will document that medication was or was not taken and any reason for missed dosages. If the client refused to take medication, staff will document and the responsible party will be called.

Upon leaving, staff will return the medication to the client and/or responsible party and document as such.

In order to provide medication reminders, clients must follow these guidelines:

- Current physician orders must be provided to CV Adult Day Club.
- Medication must be given to staff upon arrival to be put in a secure lockbox. No medication (including over the counter medication) may be kept by the client at CV Adult Day Club. Medication must arrive in original prescription containers with unexpired pharmacy labels. Responsible party must provide the exact dose and time client is to take medication at the club. Staff must confirm the instructions by looking at the dispensing instructions on the medication package and the “Physician Examination” form. If there is a conflict, staff must ask the responsible party to provide an updated “Physician Examination” form. Staff will cue the client to take medication at the correct time per physician order on the CV Adult Day Club “Physician Examination” form.
- CV Adult Day Club must have documentation of all medication the client is taking.
- If changes are made to a client’s medication, CV Adult Day Club must have an updated “Physician Examination” form upon arrival for the day.
- The Physician Examination form is required to be updated on an annual basis. Director will provide form prior to annual meeting.

Care Plan

Based on the information provided in the admission packet, the on-site interview, and the trial visit an initial individualized care plan will be created for each client. The client, responsible party, and Director /Assistant Director will review and approve the care plan prior to the client starting the program. After 30 days the care plan will be reviewed by the staff, the client, and the responsible party and updates, if needed, will be made. The care plan will contain all areas of Activities of Daily Living (toileting, showering, hygiene, dressing, basic living skills, psychosocial abilities and the social activity interests of the client).

Care plans will be reviewed by the staff, the client, and the responsible party quarterly (the quarter starts after the 30-day care plan), annually, and whenever there is a change that requires review. Current care plans will be available to staff for review at all times in a secure location. Clients and responsible parties may ask to review their care plans at any time. Care plans that have been updated, will be stored in the client's confidential file, located in the Director's office.

Client Documentation

All staff and volunteers interacting with clients throughout the day will document the activities of each client. Daily progress notes will be kept in the Client Information Binder at the Front Desk for the current month. At the end of each month, all progress notes will be filed in the client's confidential file located in the Director's office. Progress notes will be reviewed by the Director and responsible party during care plan review.

Documentation will be kept factual and concise and will pertain to that client only. Staff and volunteers will be trained on documentation guidelines and format. Any change of condition during attendance at the CV Adult Day Club will be documented and provided to the responsible party upon departure and to the physician as appropriate.

Incident Reporting

Incident reports will be completed as appropriate and filed in client's confidential file located in the Director's office.

Staff and volunteers will be trained on incident reporting. Any incident reports will be provided to the responsible party when he or she arrives to pick up the client.

Clients Right

Every client has the following rights:

- To be treated as an adult, with consideration, respect, and dignity, including privacy in treatment and in care for personal needs.
- To participate in a program of services and activities designed to encourage independence, learning, growth and awareness of constructive ways to develop one's interests and talents.
- To self-determination within the day services setting, including the opportunity to participate in developing one's plan for services and changes thereafter; decide whether or not to participate in any given activity; be involved to the extent possible in program planning and operation; refuse treatment and be informed of the consequences of such refusal; end participation in the adult day program at any time.
- T to a thorough initial assessment and the development of a plan of care.
- To be cared for in an atmosphere of sincere interest and concern in which needed support and services are provided.
- To a safe, secure, and clean environment.
- To receive nourishment and assistance with meals as necessary to maximize functional abilities and quality of life.
- To confidentiality and the requirement for written consent for release of information to persons not authorized under law to receive it.
- To voice grievances without discrimination or reprisal with respect to care or treatment that is provided.
- To be fully informed, as evidenced by the client's written acknowledgement of these rights, of all rules and regulations regarding client conduct and responsibilities.
- To be free from harm, including unnecessary physical or chemical restraint, isolation, abuse, or neglect.
- To be fully informed, at the time of acceptance into the program, of services and activities available and the related charges. To communicate with others and be understood by them to the extent feasible.

Dining

Lunch, consisting of 1/3 of recommended daily nutritional requirements, will be provided to clients from the Dining Services of Douglas County Senior Center. Monthly menus will be provided to all clients. CV Adult Day Club will encourage all clients to eat in the main dining room of the Senior Center; however, staff will make necessary arrangements if this is not possible.

All clients will be provided nutritious snacks throughout the time that they are participating, along with beverage service. All preferences and special dietary needs will be noted on the client's care plan.

Laundry

All staff and volunteers in the CV Adult Day Club will be oriented to the location of the laundry units, along with infection control procedures of soiled clothes.

Laundry bags, and/or other bags that can be closed will be located in the CV Adult Day Club bathroom cabinet. A biohazard cleanup kit, containing biohazard bags are located in the Emergency Supply cabinet. The soiled linen will be put in the appropriate bag to transport to the laundry unit and be laundered *(unless responsible party has indicated that laundry is NOT to be done at the CV Adult Day Club- see care plan for client.)* If the linen is soiled without enough time to completely wash and dry prior to client leaving the CV Adult Day Club for the day, the linen will be rinsed appropriately and sealed to be given to the responsible party upon departure.

Laundry detergent will be hypoallergenic and provided by the CV Adult Day Club.

The laundry units will be cleaned and maintained by the CV Adult Day Club and the Community Center staff.

Photography, Videography, and/or Audio Taping

All clients and/or responsible parties will acknowledge their agreement to any photography, videography, and/or audio taping. Documentation will be kept in the client's confidential file in the Director's office.

CV Adult Day Club is under 24-hour video surveillance. All staff, clients, and/or responsible parties will be made aware of the camera locations, along with the process for requesting specific time footage if the need arises. The video is recorded and will be accessed only by the designated staff member of Douglas County Community Services and Senior Center. Only designated staff will have

Transportation

DART (Douglas Area Rural Transit)

Transportation to and from the CV Adult Day Club can be provided by DART if the client and/or responsible party would prefer and at their own expense. If you need more information about DART, please connect the DART office at 775-782-5246. Applications to ride DART are available at the CV Adult Day Club or Douglas Senior Center. If a client takes DART to and/or from the CV Adult Day Club, the responsible party must sign a writen perrmission slip for the client to sign himself or herself into and out of the program. Douglas County staff and volunteers are not responsible for a client before he or she signs into the program or after he or she leaves the program at the end of the day.

Private Transportation
If the client is picked up by a responsible party, that person will need to drop off and pick up the client at the front door of the CV Adult Day Club. A client will not be released from the CV Adult Day Club until the responsible party signs him or her out of the program. It's the family's responsibility to let the staff at the CV Adult Day Club know who is picking up the client on scheduled days.

Discharge

CV Adult Day Club will coordinate care with responsible parties, home health/care providers, primary physicians, and other interested parties as necessary to provide the care that is needed by the client. In the event that the care needs of the client exceed the ability of CV Adult Day Club staff, the Director will meet with the client and/or responsible party to provide recommendations for alternative programs that are more suitable for the client. All discharges will be documented and filed with the client's records and kept in appropriate storage for 5 years from the date of discharge from the program Douglas County will use appropriate means to destroy records at that time

Satisfaction Survey

Each October, the client and/or responsible party will be provided with an evaluation questionnaire to complete. The Director and/or Assistant Director will document and follow up to ensure all clients have returned the evaluation.

The evaluation will cover areas regarding physical environment, care provided, staff performance, dining experiences, and activities provided. The Director will take the information from the surveys and attempt to make improvements, if needed, to the program. There will be no retaliation if the feedback is not positive. Results of the evaluations will be compiled and available to all clients and/or responsible parties within 30 days of completion.

Housekeeping & Maintenance

The CV Adult Day Club is assigned daily housekeeping from the Community Center staff. There will be additional support for ensuring bathrooms are sanitized, garbage is disposed of appropriately, and floors are free from stains and debris.

CV Adult Day Club staff will perform the following housekeeping tasks:

- Attend appropriately to messes made throughout the day.
- Wipe down all counter surfaces with appropriate cleansers throughout the day.
- Wipe down all furniture daily with appropriate cleansers.
- Remove all garbage with soiled undergarments, or leftover food from the suite as necessary throughout the day.
- Ensure bathrooms are clean and sanitized daily.

- Dispose of all garbage from bathrooms, offices and common space daily.
- Remove stains and debris from floors daily.

Any maintenance that is needed within the Adult Day Club will be communicated to the Community Center staff.

Environmental Safety

All employees and volunteers of the CV Adult Day Club will be trained on the use of Safety Data Sheets (SDS) and their locations (located in the Community Center kitchen and the cleaning closets throughout the Community Center). All cleansers/chemicals used in the CV Adult Day Club will be kept in the original containers, with appropriate SDS, or in appropriate containers with accurate labeling. All cleansers/chemicals will be secured in a safe manner away from clients.

Personal Protective Equipment (PPE) will be available for the Adult Day Club employees and volunteers in the Emergency Supply cabinet.

- Mask Policy – CV Adult Day Club will follow CDC recommendations/guidelines when an infectious disease outbreak occurs.
- Air Quality Index-The Director /Assistant Director will check air quality before going outside on days that are affected by environmental challenges, such as but not limited to wildfires, smog, or gas spills. Staff will check on *http: www.airnow.gov* for air quality. If the air quality value is more than 101 the club members will stay inside.

The Director and/or Assistant Director will complete monthly environmental inspections of the CV Adult Day Club and post in the Emergency Preparedness Binder.

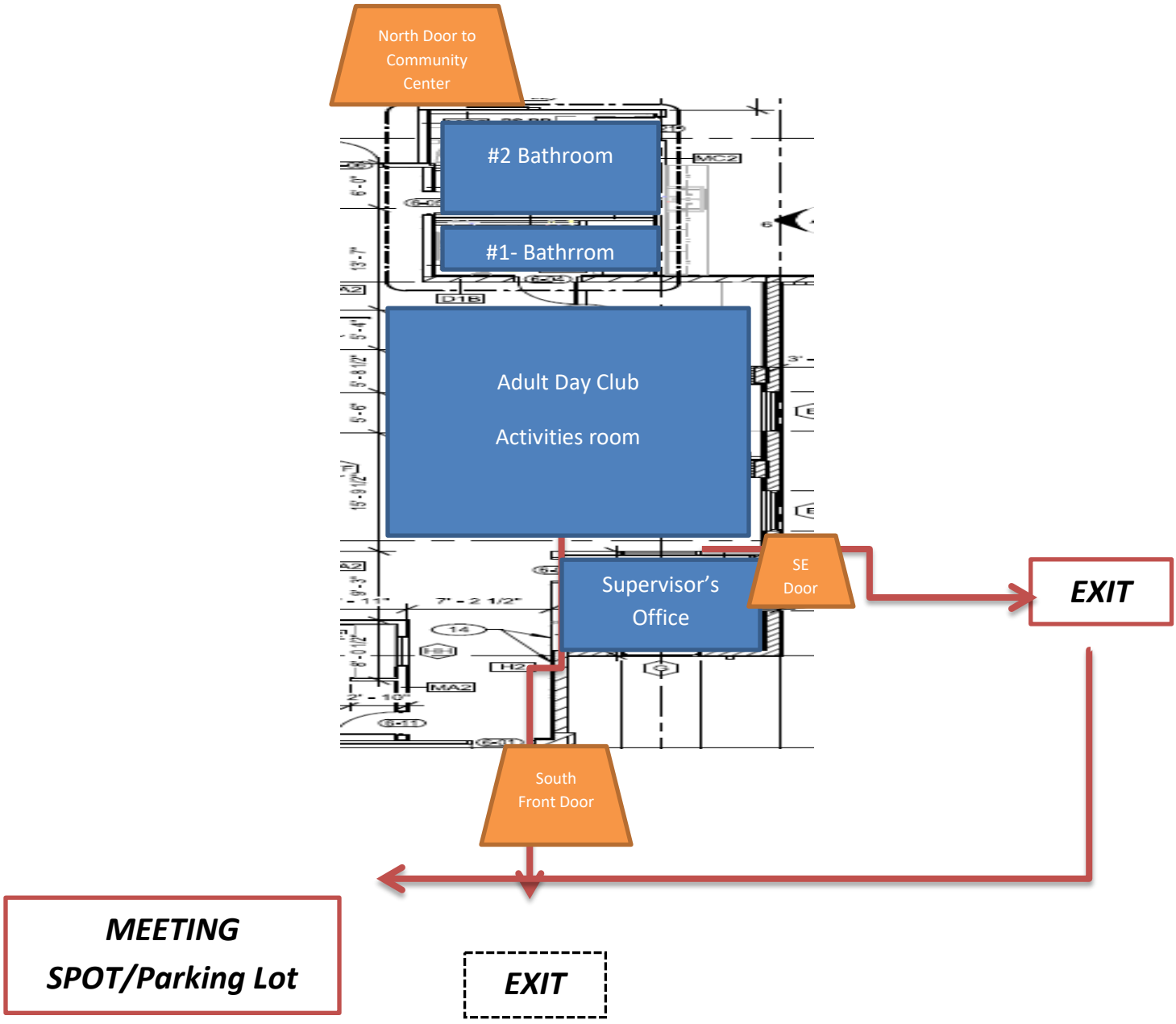
Emergency Preparedness

All employees and volunteers will be trained on the Douglas County Community and Senior Center Emergency Action Plan, Training Schedule, and Evacuation Drill procedures. Documentation of training will be filed in employee and volunteer files.

Evacuation Drills will be conducted monthly with employees, volunteers, and participants of the CV Adult Day Club. Employees will fill out the Emergency Training & Drill Attendance form-filing in the Emergency Preparedness Binder.

In case of needed evacuation, employees and volunteers will have the clients follow the evacuation plan to the meeting spot, at which time, the entire group will move together if a safer location is needed. If employees feel that the below evacuation plan is not safe (i.e., emergency incident occurring on the west side of Community Center facility) they will exit through the Community Center facility and follow emergency personnel for direction.

Map of CV Adult Day Club



Scheduling

Client and/or responsible party will inform Director a month in advance of days to schedule client. The advanced scheduling secures client's enrollment in the program. Responsible party can schedule, Monday thru Friday depending on availability. If days of service are unavailable, responsible party may request to have client placed on a waiting list by contacting the Director. The Director will notify the responsible party if the days become available. **Please refer to page 15 for additional information.**

Billing

Client and/or responsible party will be invoiced the month before the services are to be provided. Full payment is due on/or before the 10th of the month. Payments can be made by cash, check, or money order. If the client is utilizing miscellaneous grant funds, VA payment, or long-term care insurance. CV Adult Day Club will not be responsible for billing these agencies. It is the responsibility of the client and/or responsible party to submit claims to these agencies for reimbursement.

Exception: If CV Adult Day Club receives confirmation that a client is accepted into the Alzheimer's voucher support payment program, then CV Adult Day Club will invoice the program on the client's behalf. If the program covers less than the full invoice amount, the client and/or responsible party will receive an adjusted invoice for the remaining amount. Full payment is due within ten (10) business days of date on the adjusted invoice.

- Discount available: If the client is enrolled in the club 3 days or more per week, they will receive a 10% discount.

- Late fee: Failure to pay on time will result in a **$35.00** charge which will be added to the next invoice.

- All Sign In/Out logs will be filed at the end of each month in the Invoice Binder; as documentation of program attendance.

The Director of Community Services has the permission of the Board of Commissioners to run promotional price/programs as needed.

Hours of Operation

Hours of Operation are: 8:00 AM – 4:00 PM

Monday, Wednesday and Friday:	Part-time Hours	10:00 AM – 3:00 PM
Tuesdays and Thursday	Full-time Hours	8:00 AM – 4:00 PM
	Part-time Hours	8:00AM-1:00PM or 11:00AM-4:00PM

Fees/Payment Schedule

Meals and nutritious snacks are provided for each client.
Full Day = 5 hours or more per day = $70/day
Partial Day = Less than 5 hours per day = $45/day
Additional charge: Shower/grooming = $15.00 for each shower or grooming scheduled

If a client is unable to attend a scheduled day, please call-in by 8:00 AM. No credit will be issued due to missed day except as otherwise outlined in this manual. Scheduling one month in advance secures the client's enrollment in the program. Payment in advance is a required. If program credit is given, it will be issued with advance notice and applied to the next month's invoice. Three or more consecutive no call no show absences may lead to the suspension of participation in the program. The Director will meet with client and/or responsible party to discuss obstacles of attendance and determine the best course of action. The documentation of this meeting will be kept with the client's confidential file.

Returned payments will incur a $40 charge. More than (1) returned payment will result in termination from the program.

Holiday Schedule (Closures)

New Year's Day (January 1st or the Friday before if it falls on a Saturday or the Monday after iif it falls on a Sunday)

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19th or the Friday before if it falls on a Saturday or the Monday after if it falls on a Sunday

Independence Day (July 4th or the Friday before if it falls on a Saturday or the Monday after if it falls on a Sunday)

Labor Day (First Monday in September)

Nevada Day (Last Friday in October)

Veterans Day (November 11th)

Thanksgiving Day (4th Thursday in November)

Family Day (Day after Thanksgiving)

Christmas (December 25th or the Friday before if it falls on a Saturday or the Monday after if it falls on a Sunday)

In the case of inclement weather or a community event that closes the Douglas County Community and Senior Center, the CV Adult Day Club will also be closed. In these instances, a staff member will contact the client and/or responsible party by phone.

Employee Qualifications

All employees will have the knowledge, skills and abilities to perform the essential functions of their assigned position. Employees will be required to sign their job descriptions prior to commencing employment. The signed job descriptions will be filed in their personnel file.

Staffing levels will be arranged to meet the needs of scheduled clients. To ensure this occurs, additional Douglas County Community staff members will be designated to assist when needed at the CV Adult Day Club. Those staff will meet all requirements of hiring and receive all necessary training. Documentation of such will be located at the Douglas County Human Resources office.

All staff will provide the results of a physical examination conducted within the preceding 6 months, or a copy of the employee's medical records for the preceding 3 years, certified by a physician *Records will be located at the Douglas County HR office offsite*.

Employees will provide a negative report of a tuberculin test conducted within the preceding 6 months. Thereafter, a tuberculin test must be completed every year. *Records will be located at the Douglas County Human Resources office*.

All staff and volunteers will be required to pass a fingerprint-based background check. The Director and a designee from the Douglas County Human Resources department will have access to the NABs system, updating it as necessary. All documentation will be printed and kept in the confidential Background Check Binder located in the Director's office.

Employee Training

All employee and volunteers will be oriented as to the programs, policies, and services of CV Adult Day Club. Acknowledgement of orientation will be kept in competency binders.

Employees and volunteers will be trained, no fewer than 12 hours annually, on topics related to the services offered at the CV Adult Day Club. Presenters will be scheduled based on level of expertise in each subject matter. The in-service calendar of topics, training materials, and lists of attendees can be found in the In-service Manual at the CV Adult Day Club. In-service certificates will be located in the staff's competency binders.

Employee Files

Employee files will be completed and maintained following Douglas County Human Resource Personnel Policies & Procedures (200), located on the Douglas County website. The Director will coordinate with a Douglas County Human Resources staff member to ensure the following items are completed:

- Name, address, and telephone number
- Social Security number
- Date of birth
- Date of employment
- Education qualifications
- Application for employment
- Name of person to contact in case of emergency
- Records of employee's experience related to their work
- Periodic evaluations
- Health Records
- Record of any communicable illness
- Incident Reports involving the employee
- Termination Records
- Employee's training at the Adult Day Club
- Verification of any licenses or certifications
- Orientation Acknowledgment

Records will be located at the Douglas County Human Resources.

All employees will fill out an emergency contact sheet at time of hire that will be located in each employee's competency binder.

Volunteers

All volunteers will be expected to follow the Douglas County Administrative Policy, 200.50, Volunteer Program.

All volunteers will be oriented and trained identically to the paid employees of CV Adult Day Club, excluding the physical exam qualification. Training records of volunteers will be kept in their competency binder.

Complaints

Clients and/or responsible parties have the right to file a complaint concerning the program or its participants, volunteers, or staff. The process is as follows:

- Complaints must be submitted in writing to the Director of CV Adult Day Club or the Manager of Social Services
- The Carson Valley Adult Day Club Director or Douglas County Manager of Social Services will review the complaint within 5 business days of receipt to determine whether a violation of the Code of Conduct or policies and procedures has occurred.
    - The Director or Manager of Social Services will meet with the parties involved within 10 business days of reviewing the complaint to attempt to achieve an informal resolution.
    - If the parties are not satisfied with the informal resolution, the parties must serve a request in writing to the Director that the complaint be appealed to the Douglas County Manager of Social Services for review. The Manager must review the complaint within 15 days of the written request, and must provide a written response to the parties within 20 business days of the written request.
    - All decisions by the Douglas County Manager of Social Services are final.
    - If the complaint is against a staff member, the Director must follow the disciplinary procedures set forth in the Douglas County Code and/or the Douglas County Employees Association Bargaining Agreement. As personnel related matters are confidential, the complaining party does not have a right to know the outcome of any discipline. The complaining party does not have the right to appeal any decision of the Director with respect to an employee.

Appeal Process for Denial, Suspension or Termination from the Program

If the Director of the CV Adult Day Club suspends, temporarily removes or permanently removes a client from the club, the client and/or responsible party has the right to file an appeal of the decision. The process is as follows for an appeal of a denial, suspension, or termination from the CV Adult Day Club program:

- The client and/or responsible party may request, in writing, a review by the Douglas County Manager of Social Services within seven (7) calendar days after being provided the notice.
- Upon receipt of the appeal, the Director shall forward a copy of the information used to make the determination, a copy of the determination, and a copy of the appeal to the Douglas County Manager of Social Services.
- The Douglas County Manager of Social Services (or his or her designee) shall review the information no later than ten (10) calendar days following the receipt of this notice. The Douglas County Manager of Social Services may request to, meet with the parties.
- The Douglas County Manager of Social Services shall provide a decision in writing to the Director and client and/or responsible party no later than twenty (20) calendar days from the date of the notice.

If the client and/or responsible party is not satisfied with the decision of the Douglas County Manager of Social Services, the participant may appeal the decision to the Community Services Director. Families can also contact Healthcare Quality and Compliance at 775-684-1030.

APPENDIX

CARSON VALLEY ADULT DAY CLUB

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Admission Packet

Carson Valley Adult Day Club will provide a safe, nurturing and engaging care setting in which older adults, who are living with either cognitive or physical disabilities, or both, will receive individualized social services for some part of their day. While providing these individualized services, we will simultaneously be providing a respite to those caregivers that spend their days caring endlessly for their loved ones.

Our program philosophy is to connect multiple generations to the care of an honored individual by providing a safe, nurturing and engaging care setting. Our program utilizes the entire Douglas County Community and Senior Center to fulfill our mission. Our expectation is that while participating in activities within the Douglas County Community and Senior Center, all of their policies and procedures will be followed regarding Code of Conduct and Use of their Facility.

Thank you for choosing Carson Valley Adult Day Club for your loved one! Please follow the instructions below to start the enrollment process.

Instructions:

1. Applicant and/or responsible party must complete the attached forms All information will be kept confidential.

2. Please call 775-782-1329 for any assistance.

3. Once all forms are completed, please contact the Director of the CV Adult Day Club at (775) 782-1329 to schedule an interview. The client and the responsible party are both required to attend the interview.

4. At the conclusion of the interview, the applicant must schedule a trial visit. The trial visit is a complimentary day club visit that allows staff to observe potential client actions and behaviors while in the program.

5. After trial visit and a care plan has been created, the client may schedule days to attend the program.

Carson Valley Adult Day Club
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Application for Participation

Please print clearly. All information provided will be used in creating the individualized care plan for the Client.

Client Name: _____ Date: _____

Nickname: _____ SSN _____-____-_____ Age: _____ Birth Date: _____

Male ( ) Female ( ) Race: _____ Religious Preference: _____

Phone: _____ Allergies (List all): _____

Address: _____
(Number and Street) (City) (State) (Zip Code)

Primary Physician: _____
(Name) (City) / (State) (Phone)

Emergency Contact Name: _____ Relation: _____

Phone: _____

Others for emergency contact as needed:

Name	Relationship	City/State	Phone

Responsible Party: _____Relation to Client: _____

Mailing Address: _____
(City) (State) (Zip Code)

Physical Address: _____
(Number and Street) (City) (State) (Zip Code)

Phone: _____ Email: _____

Can confidential messages be left on your telephone message system? ☐ Yes ☐ No

Do you have a Durable Power of Attorney? ☐ Yes ☐ No (Please provide a copy)

Do you have an Advance Directive in place? ☐ Yes ☐ No (Please provide a copy)

Do you have a POLST? ☐ Yes ☐ No (Please provide a copy)

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Client Needs

How did you hear about CV Adult Day Club? _____

For noticeable improvement, program participation of at least twice per week is strongly recommended.
Client's preferred schedule for participation: ☐M ☐ T ☐ W ☐Th ☐ F

Arriving: _____ Departing: _____

Please tell us what will help the client the most while participating at CV Adult Day Club?

_____

_____

Please mark the following that you are unable to perform without assistance?

Activities of Daily Living

☐Eating ☐Dressing
☐Bathing ☐Toileting
☐Transferring IN/Out of a Bed/Chair
☐None- I can perform these Activities

Instrumental Activities of Daily Living

☐Preparing Meals ☐Light Housework
☐Taking Medication ☐Heavy Housework
☐Managing Money ☐Using the phone
☐Shopping ☐Using Transportation
☐None- I can perform these Activities

If needed, I authorized the staff of Carson Valley Adult Day Club to remind me to take prescribed medication while I am attending the program. All self-administered medication will be securely stored and the medication policy will be followed. ☐ Yes ☐ No Initial: _____

Responsible Party Signature *Relationship to Client* *Date*

_____

Director CV Adult Day Club *Date*

_____

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Physician Examination

(To be completed by Physician or Nurse Practitioner)

Client Name: _____ Date of Exam: _____

Birth Date: _____ Age: _____

Primary Physician: _____

(Name) *(City) / (State)* *(Phone)*

Diagnosis: 1. _____ 2. _____ 3. _____

Allergies: _____

Does this patient have nutritional needs/special diet? ☐ Yes ☐ No

Please Specify: _____

Does this patient have any infectious diseases? ☐ Yes ☐ No

Please Specify: _____

Is the client taking any medications that will need to be given during the times they are attending the program (including all over the counter medications)? ☐ Yes ☐ No

Medications*:(please provide physician signed prescriptions)*

Name of Medication	**Reason for prescription**	**Route/Dosage/Frequency**

Cognitive impairments or limitations at time of exam? ☐ None ☐ Memory Impairment ☐ Social

Physical impairments or limitations at time of exam? ☐ None ☐ Assist w/ambulation ☐ Has Prosthesis ☐ Assist with Transfers ☐ Has assistive device (cane, walker, wheelchair/scooter) ☐ Visual Impairment

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Vital Signs/Exam:

Blood Pressure: _____ Pulse: _____ Resp: _____

Height: _____ Weight: _____

Skin: _____

H-Ent: _____

Cardiac: _____

Respiratory: _____

Abdomen: _____

Genitourinary: _____

Musculoskeletal: _____

Mental Acuity: _____

Bladder Continent ☐ Yes ☐ No

Bowel continent ☐ Yes ☐ No

Catheter ☐ Yes ☐ No

Glasses ☐ Yes ☐ No For? _____

Hearing Aid ☐ Yes ☐ No Which ear(s) _____

Dentures ☐ Yes ☐ No Partial/Full? _____

Oxygen Use ☐ Yes ☐ No Please provide physician order for flow & rate

Fall Risk ☐ Yes ☐ No Number of falls in last 3 months? _____

Tobacco Use ☐ Yes ☐ No

Is the client appropriate to attend Adult Day Services at Carson Valley Adult Day Club? ☐ Yes ☐ No

_____

Physician Signature _____ *Date* _____

PHYSICAN EXAMINATION PAGE 2

Carson Valley Adult Day Club
1329 Waterloo Lane
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TB (Tuberculin)Test Informed Consent

Client Name: _____

Age: _____ Birth Date: _____ Phone: _____

Address: _____
(Number and Street) *(City)* *(State)* *(Zip Code)*

A two-step TB test requires first test injection given and read within 48-72 hours; wait 7-10 days; second step given and read within 48-72 hours. Testing is done annually. Copies will be maintained in client's file. Your primary physician can complete this test, or you can go to the CVMC Occupational Group.

If positive (area of swelling or hardness when reviewed by the nurse), a check x-ray is required initially, then an annual signs and symptoms screening thereafter.

In the past 12 months, do you have or have you developed any of the following:

Cough lasting more than 3 weeks	Yes	No	Unexplained weight loss	Yes	No
Anorexia (loss of appetite)	Yes	No	Fever	Yes	No
Night sweats	Yes	No	Fatigue	Yes	No
Coughing up blood	Yes	No			
Have you had contact with a person that has had active TB that you know of				Yes	No

FIRST STEP					
Date Given	Time Given	Site	Apilsol Lot #	Apilsol Exp Date	RN Nurse Signature

FIRST STEP – Results (within 48 to 72 hours)			
Date Read	Time Read	Results (in mm) Pos/Neg	RN Nurse Signature

7 TO 10 DAYS between reading of the first step and injection of the second step

SECOND STEP					
Date Given	Time Given	Site	Apilsol Lot #	Apilsol Exp Date	RN Nurse Signature

SECOND STEP – Results (within 48 to 72 hours)			
Date Read	Time Read	Results (in mm) Pos/Neg	RN Nurse Signature

If TB skin test result is **positive**, a chest x-ray and medical evaluation is indicated.

Name of Professional Reading / Screening this Test *Signature* *Date*

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Social History

Client Name: _____ Date: _____

Preferred Name: _____
Preferred Pronouns:_____ Preferred Gender: _____
_____
Current Living Situation: ☐Living alone ☐ Living with Spouse ☐ Living with Caregiver
DOB: _____
Place of Birth: _____
Places Lived: _____
Favorite Place to be: _____

Early Family History:_____
_____
_____
_____

Marital Status: ☐ S ☐ M ☐ W ☐ D

Spouse Name: _____

Living? ☐ Yes ☐ No **If no:** Year deceased? _____

Anniversary date: _____

Military Service: ☐ Yes ☐ No

Years:_____

☐Air Force ☐ Army ☐ Marine ☐ Navy ☐Coast/Nat'l Guard ☐ Reserve

Religion: _____ Group: _____

Smoking? ☐ Yes ☐ No **Alcohol**? ☐ Yes ☐ No

Schooling and Occupations: Please include both past and present:
_____
_____
_____

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Interview question

Name: _____ **Date of Interview:** _____

DOB: _____

Current daily routine:

_____

_____

_____

_____

Past activities but wish still participated in…

_____

_____

_____

Write a (PS)Past (P)Present (F)Future interest

Exercise _____

Craft_____

Gardening_____

Games_____

Books/book club_____

Educational_____

Pet therapy_____

Music therapy_____

Intergenerational_____

Painting_____

Independent activities_____

Circle the following if applies:

Wears hearing aids Glasses

Dentures Pacemaker/ Defibrillator

Oxygen Catheter

Uses depends Assisted Devices

Other: _____

Is client Full code or DNR? (Please provide documentation with physician signature)

_____

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Client Name: _____ Date of Interview: _____

1. Does the client need help in completing any of the following activities of daily living?
a. Dressing Yes ☐ No ☐
b. Bathing /Showering Yes ☐ No ☐
History of MDRO (Multidrug Resistant Organism) Yes ☐ No ☐
c. Toileting Yes ☐ No ☐
d. Grooming Yes ☐ No ☐
e. Feeding Yes ☐ No ☐
f. Meal Preparation Yes ☐ No ☐
g. Medication Management Yes ☐ No ☐

2. Does the client have any difficulty in the following areas?
a. Swallowing Yes ☐ No ☐
b. Clarity of speech Yes ☐ No ☐
c. Communication Yes ☐ No ☐
d. Volume of voice Yes ☐ No ☐
e. Repetitiveness Yes ☐ No ☐
f. Wandering Yes ☐ No ☐
g. Memory Yes ☐ No ☐

3. How many falls has the client had in the last 3 months? _____
4. Does the client have any unsteadiness? Yes ☐ No ☐
5. Does the client have any weakness in mobility? Yes ☐ No ☐
6. Does the client need help transferring to or from a sitting position? Yes ☐ No ☐
7. Can the client walk 50 feet without getting tired? Yes ☐ No ☐
8. Does the client have any pain? Yes ☐ No ☐
Please describe: _____

9. Is there any other information that would benefit the staff about you that you would like to share:
_____
_____
_____
_____
_____

In Client's Life: Sibling(s) = S / Children = C / Grandchildren = G / Great-Grandchildren = GG / Great-Great-Grandchildren = GGG / Niece/Nephew(s) = N / Friends = F / Pets= P
_____
_____
_____

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Continue with interview questions:

Does the client like to be social? Note any groups they participate in:_____

_____

_____

_____

_____

_____

_____

_____

_____

Favorites:

Color:_____ Flower:_____

Game:_____ Food:_____

Pastime:_____ Movie: _____

Book:_____ Sports: _____

Animal:_____ Music: _____

Dietary Information:

Allergies:

_____

Intolerances:

_____

Special Diet Needs:

_____

Diet Preferences:

_____

_____

Responsible Party Signature *Relationship to Client* *Date*

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Client Rights

1. The right to be treated as an adult, with consideration, respect, and dignity, including privacy in treatment and in care for personal needs.

2. The right to participate in a program of services and activities designed to encourage independence, learning, growth and awareness of constructive ways to develop one's interests and talents.

3. The right to self-determination within the day services setting, including the opportunity to participate in developing one's plan for services and changes thereafter; decide whether or not to participate in any given activity; be involved to the extent possible in program planning and operation; refuse treatment and be informed of the consequences of such refusal; end participation in the adult day program at any time.

4. The right to a thorough initial assessment and the development of a plan of care.

5. The right to be cared for in an atmosphere of sincere interest and concern in which needed support and services are provided.

6. The right to a safe, secure, and clean environment.

7. The right to receive nourishment and assistance with meals as necessary to maximize functional abilities and quality of life.

8. The right to confidentiality and the requirement for written consent for release of information to persons not authorized under law to receive it.

9. The right to voice grievances without discrimination or reprisal with respect to care or treatment that is provided.

10. The right to be fully informed, as evidenced by the client's written acknowledgement of these rights, of all rules and regulations regarding client conduct and responsibilities.

11. The right to be free from harm, including unnecessary physical or chemical restraint, isolation, excessive medication, abuse, or neglect.

12. The right to be fully informed, at the time of acceptance into the program, of services and activities available to related charges.

13. The right to communicate with others and be understood by them to the extent of the client's capability.

Client Name: _____ Date: _____

Responsible Party Signature: _____ Date: _____

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Photography, Video and/or Audio Taping Consent

Client Name:

_____

☐ I authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for clinical purposes.

☐ I **do not** authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for clinical purposes.

AND

☐ I authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for marketing purposes and/or their Facebook page.

☐ I **do not** authorize Carson Valley Adult Day Club to photograph, video and/or audio tape client to be used for marketing purposes and/or their Facebook page.

**** Please be advised that Carson Valley Adult Day Club is under 24-hour video surveillance.*

_____

Responsible Party Signature *Relationship to Client* *Date*

Carson Valley Adult Day Club
1329 Waterloo Lane
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phone 775-782-1329

Authorization to Release Records

This is to certify that permission is hereby granted to release information as follows:

Information to be released for _____
Name of Client *Birth Date*

Information to be released by _____
Name of physician, clinic, agency, etc.

Information to be released to ***Carson Valley Adult Day Club.***

Reason _____

The following information may be released for the purpose of treatment and care:

□ Complete Health Care Record(s)
□ History and Physical Examination
□ Care Plans
□ Pathology Reports
□ Consultation Reports
□ Emergency Care Records
□ Other: _____
□ Discharge Summary
□ Progress Notes
□ Medical/Treatment Records
□ Radiology Records
□ Transcribed Reports
□ Nurses' Notes

I understand that this will include information relating to:

□ Psychiatric/Psychological Initial: _____
□ HIV Initial: _____
□ Drug/Alcohol Dependency Initial: _____

1. This authorization remains in effect until the above date, event, or condition, unless specifically revoked in writing. I understand that this authorization may be revoked at any time. Any information released prior to my written revocation of the authorization shall not be breach of confidentiality.
2. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this authorization in order to assure treatment.
3. I understand that I may inspect or request copies of any information disclosed under this authorization and that I am entitled to a copy of this authorization form once I have signed it.
4. I understand that if the individual or organization that receives the information is not a health care provider or health plan covered by federal privacy regulations the information described above may be re-disclosed and no longer protected by these federal regulations.
5. A copy of this authorization is as effective as the original.

_____

Responsible Party *Relationship to Client* *Date*

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

CONSENT TO USE OR DISCLOSE HEALTH INFORMATION

I authorize Douglas County to use and disclose my medical records for the purposes of Treatment, Payment and Health Care Operations.

Treatment includes activities performed by a health care provider, nurse, office staff, and other types of health care professionals providing care to you, coordinating or managing your care with third parties, and consultations with and between other health care providers. This consent includes treatment provided by any physician who covers my/our practice by telephone as the on-call physician.

Payment includes activities involved in determining your eligibility for health plan coverage, billing and receiving payment for your health benefit claims, and utilization management activities which may include review of health care services for medical necessity, justification of charges, pre-certification and pre-authorization.

Health Care Operations includes the necessary administrative and business functions of our office.

You have the right to revoke this Authorization at any time, provided that you do so in writing and except to the extent that we have already used or disclosed the information in reliance on this Authorization.

Unless revoked earlier or otherwise indicated, this Authorization will expire one year from the date of signing or shall remain in effect for the period reasonably needed to complete the request.

You may review Douglas County's “Notice of Privacy Practices” for additional information about the use and disclosure of the information described in this Consent prior to signing this Consent.

Because we have reserved the right to change our privacy practices in accordance with the law, the terms contained in the Notice may change also. A summary of the Notice will be posted in our office indicating the effective date in the upper right-hand corner of the Notice. We will offer you a copy of the Notice on your first visit to us after the effective date of the then current Notice. We will also provide you with a copy of the Notice upon your request.

As more fully explained in the Notice, you have the right to request restrictions on how we use and disclose your protected health information for treatment, payment, and health care operations purposes. We are not required to agree to your request. If we do agree, we are required to comply with your request unless the information is needed to provide you emergency treatment. Other physicians who provide call coverage for our office are required to use and disclose your protected health information consistent with the Notice.

I understand that I have the right to revoke this Consent provided that I do so in writing, except to the extent that Douglas County has already used or disclosed the information in reliance on this Consent and to examine the County’s Notice of Privacy Practices.

_____

Signature of Client/Person Authorized by Law *Date*

_____

Printed Name of Client/Person Authorized by Law *Date*

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

NOTICE OF PRIVACY PRACTICES OF DOUGLAS COUNTY

- **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**
- **PLEASE REVIEW IT CAREFULLY.**

You are receiving this notice in accordance with the Health Information Portability and Accountability Act (HIPAA), a federal law which governs the privacy of your health information.

WHO WILL FOLLOW THIS NOTICE

This notice describes the information privacy practices followed by Douglas County Social Services.

YOUR HEALTH INFORMATION

This notice applies to the information and records we have about your health, health status, and the health care and services you may receive from Social Services.

We are required by law to give you this notice. It will tell you about the ways in which we may use and disclose health information about you and describes your rights and our obligations regarding the use and disclosure of that information.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

For Treatment Although the County may not provide direct treatment to you, which your physicians or dentists and their staff do, we are including these next three paragraphs for your general information on the functioning of HIPAA. They may use health information about you to provide you with medical treatment or services. They may disclose health information about you to doctors, nurses, technicians, office staff or other personnel who are involved in taking care of you and your health.

For example, your doctor may be treating you for a heart condition and may need to know if you have other health problems that could complicate your treatment. The doctor may use your medical history to decide what treatment is best for you. The doctor may also tell another doctor about your condition so that doctor can help determine the most appropriate care for you.

Different personnel in their offices may share information about you and disclose information to people who do not work in the office in order to coordinate your care, such as phoning in prescriptions to your pharmacy, scheduling lab work and ordering x-rays. Family members and other health care providers may be part of your medical care outside this office and may require information about you that we have.

For Payment We may use and disclose health information about you so that the treatment and services you receive at this office may be billed to and payment may be collected from you, an insurance company or a third party. For example, we may need to give your health plan information about a service you received so your health plan will pay us or reimburse you for the service. We may also tell your health plan about a treatment you are going to receive to obtain prior approval, or to determine whether your plan will cover the treatment.

For Health Care Operations We may use and disclose health information about you in order to run the office and make sure that you and our other patients receive quality care. For example, we may use your health information to evaluate the performance of our staff in caring for you. We may also use health information about all or many of our patients to help us decide what additional services we should offer, how we can become more efficient, or whether certain new treatments are effective.

Appointment Reminders We may contact you as a reminder that you have an appointment for treatment or medical care at the office.

Treatment Alternatives We may tell you about or recommend possible treatment options or alternatives that may be of interest to you.

Health-Related Products and Services We may tell you about health-related products or services that may be of interest to you.

Please notify us if you do not wish to be contacted for appointment reminders, or if you do not wish to receive communications about treatment alternatives or health-related products and services. If you advise us in writing (at the address listed at the top of this Notice) that you do not wish to receive such communications, we will not use or disclose your information for these purposes.

You may revoke your Consent at any time by giving us written notice. Your revocation will be effective when we receive it, but it will not apply to any uses and disclosures which occurred before that time.

If you do revoke your Consent, we will not be permitted to use or disclose information for purposes of treatment, payment or health care operations, and we may therefore choose to discontinue providing you with health care treatment and services.

SPECIAL SITUATIONS

We may use or disclose health information about you without your permission for the following purposes, subject to all applicable legal requirements and limitations:

To Avert a Serious Threat to Health or Safety We may use and disclose health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Required by Law We will disclose health information about you when required to do so by federal, state or local law.

Research We may use and disclose health information about you for research projects that are subject to a special approval process. We will ask you for your permission if the researcher will have access to your name, address or other information that reveals who you are, or will be involved in your care at the office.

Organ and Tissue Donation If you are an organ donor, we may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate such donation and transplantation.

Military, Veterans, National Security and Intelligence If you are or were a member of the armed forces, or part of the national security or intelligence communities, we may be required by military command or other government authorities to release health information about you. We may also release information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation We may release health information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks We may disclose health information about you for public health reasons in order to prevent or control disease, injury or disability; or report births, deaths, suspected abuse or neglect, non-accidental physical injuries, reactions to medications or problems with products.

Health Oversight Activities We may disclose health information to a health oversight agency for audits, investigations, inspections, or licensing purposes. These disclosures may be necessary for certain state and federal agencies to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. Subject to all applicable legal requirements, we may also disclose health information about you in response to a subpoena.

Law Enforcement We may release health information if asked to do so by a law enforcement official in response to a court order, subpoena, warrant, summons or similar process, subject to all applicable legal requirements.

Coroners, Medical Examiners and Funeral Directors We may release health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

Information Not Personally Identifiable We may use or disclose health information about you in a way that does not personally identify you or reveal who you are.

Family and Friends, we may disclose health information about you to your family members or friends if we obtain your verbal agreement to do so or if we give you an opportunity to object to such a disclosure and you do not raise an objection. We may also disclose health information to your family or friends if we can infer from the circumstances, based on our professional judgment that you would not object. For example, we may assume you agree to our disclosure of your personal health information to your spouse when you bring your spouse with you into the exam room during treatment or while treatment is discussed.

In situations where you are not capable of giving consent (because you are not present or due to your incapacity or medical emergency), we may, using our professional judgment, determine that a disclosure to your family member or friend is in your best interest. In that situation, we will disclose only health information relevant to the person's involvement in your care. For example, we may inform the person who accompanied you to the emergency room that you suffered a heart attack and provide updates on your progress and prognosis. We may also use our professional judgment and experience to make reasonable inferences that it is in your best interest to allow another person to act on your behalf to pick up, for example, filled prescriptions, medical supplies, or X-rays.

OTHER USES AND DISCLOSURES OF HEALTH INFORMATION

We will not use or disclose your health information for any purpose other than those identified in the previous sections without your specific, written Authorization. We must obtain your Authorization separate from any Consent we may have obtained from you. If you give us Authorization to use or disclose health information about you, you may revoke that Authorization, in writing, at any time. If you revoke your Authorization, we will no longer use or disclose information about you for the reasons covered by your written Authorization, but we cannot take back any uses or disclosures already made with your permission.

If we have HIV or substance abuse information about you, we cannot release that information without a special signed, written authorization (different than the Authorization and Consent mentioned above) from you. In order to disclose these types of records for purposes of treatment, payment or health care operations, we will have to have

both your signed Consent and a special written Authorization that complies with the law governing HIV or substance abuse records.

YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU

You have the following rights regarding health information we maintain about you:

Right to Inspect and Copy You have the right to inspect and copy your health information, such as medical and billing records, that we use to make decisions about your care. You must submit a written request to Social Services in order to inspect and/or copy your health information. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other associated supplies. We may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your health information, you may ask that the denial be reviewed. If such a review is required by law, we will select a licensed health care professional to review your request and our denial. The person conducting the review will not be the person who denied your request, and we will comply with the outcome of the review.

Right to Amend If you believe health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment as long as the information is kept by this office.

To request an amendment, complete and submit a Medical Record Amendment/Correction Form to Social Services. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

a) We did not create, unless the person or entity that created the information is no longer available to make the amendment.

b) Is not part of the health information that we keep.

c) You would not be permitted to inspect and copy.

d) Is accurate and complete.

Right to an Accounting of Disclosures You have the right to request an accounting of disclosures. This is a list of the disclosures we made of medical information about you for purposes other than treatment, payment and health care operations. To obtain this list, you must submit your request in writing to Social Services. It must state a time period, which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). We may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for it, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are Not Required to Agree to Your Request If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you may complete and submit the Request For Restriction On Use/Disclosure Of Medical Information to Social Services.

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1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Right to Request Confidential Communications You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you may complete and submit the Request for Restriction on Use/Disclosure of Medical Information And/or Confidential Communication to Social Services. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive it electronically, you are still entitled to a paper copy. To obtain such a copy, contact Social Services.

CHANGES TO THIS NOTICE We reserve the right to change this notice, and to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a summary of the current notice in the office with its effective date in the top right hand corner. You are entitled to a copy of the notice currently in effect.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. To file a complaint with our office, contact Social Services. You will not be penalized for filing a complaint.

Responsible Party Signature: _____ Date: _____

CVADC Director Signature: _____ *Date:* _____

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Financial Assistance Resources

Alzheimer's Grant
Charae Wamsley 775-786- 8061, ext. 1230
chwamsley@alz.org

- http://www.alz.org/
- $250 per quarter
- Diagnosed with memory disorder
- Caregiver must live with care recipient

Douglas County Social Services
775-782-9825

- Be a resident of Douglas County.
- To provide income and asset information

Seniors in Service Grant
Barbara Lewison: Phone: 775-358-2768 or 775-358-2322
Email: barbara@sisnv.org
www.seniorsinservicenevada.org

- Provides $1,000 per year
- Must be 60+ years old
- No diagnosis of memory disorder

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Acknowledgement of Receipt

Client Name: _____

The following items were given and explained to me:

- ***Please use a check mark if it was completed***

_____	Criteria for Admission
_____	Application
_____	Medical Information
_____	Physical Examination
_____	TB Testing Consent and Record
_____	Social History
_____	Client Agreement
_____	Program Policy
_____	Medication Policy
_____	Care Plan Policy
_____	Illness Policy
_____	Billing Policy
_____	Fee Schedule
_____	Hours of Operation
_____	Complaints & Grievance Policy
_____	Client Rights
_____	Photography, Video and/or Audio Taping Consent
_____	Authorization to Release Records
_____	Douglas County Privacy Disclosure
_____	Financial Assistance Resources

_____

Responsible Party Signature *Relationship to Client* *Date*

_____

Director CV Adult Day Club *Date*

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
Phone:775-782-1329

DOUGLAS COUNTY COMMUNITY SERVICES

Daily Care Plan

Date: Click here to enter text.

Client Name: _____ **Preferred Name:** _____

Program Start Date: Click here to enter text.

Preferred Pronoun: _____ **Gender:** _____

Initial ☐ **30 day** ☐ **Quarterly** ☐ **Annual** ☐ **Change of Condition** ☐

Allergies: Food- _____ **Other-** _____

Medications- _____

DNR Status: **Attempt Resuscitation (CPR)** ☐ **Allow Natural Death (Do not attempt resuscitation)** ☐

(see attached POLST)

Current Living Situation ☐Living Alone ☐ Living with Spouse ☐ Living with Caregiver

Marital Status: ☐ Single ☐ Married ☐ Widow ☐ Divorce

Spouse Name:

People in Client's Life:

Click here to enter text.

Schooling and Occupation:

Click here to enter text.

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1329 Waterloo Lane
Gardnerville, Nevada 89410
Phone:775-782-1329

Activity of Daily Living		Need	No Need	Notes- Include needs, goals, benchmarks
Cognitive				
	Assistance needed	☐	☐	Click here to enter text.
Oxygen				
	Physician Order	☐	☐	Click here to enter text.
Mobility				
	Reminder for using aide	☐	☐	Click here to enter text.
	Assistance in Transfers	☐	☐	Click here to enter text.
Toileting				
	Reminder	☐	☐	Click here to enter text.
	Assistance	☐	☐	Click here to enter text.
	Incontinent	☐	☐	Click here to enter text.
Eating				
	Cut up food	☐	☐	Click here to enter text.
	Encouraging to eat	☐	☐	Click here to enter text.
	Preference for food/drink			Click here to enter text.
Showering				
	Scheduled- Client wants specific days set for shower assistant while at CVADC	☐	☐	Click here to enter text.

Dressing			
Assistance with Dressing	☐	☐	Click here to enter text.
Grooming/Hygiene			
Assistance Needed	☐	☐	Click here to enter text.
Hearing			
Assistance Needed	☐	☐	Click here to enter text.
Vision			
Assistance Needed	☐	☐	Click here to enter text.
Smoking			
Preference	☐	☐	Click here to enter text.

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Activity Assistance/Preferences		Prefers	Does Not Prefer	Notes- Include client preferences
	Exercise	☐	☐	Click here to enter text.
	Crafts	☐	☐	Click here to enter text.
	Gardening	☐	☐	Click here to enter text.
	Games	☐	☐	Click here to enter text.
	Book Club	☐	☐	Click here to enter text.
	Educational	☐	☐	Click here to enter text.
	Pet Therapy	☐	☐	Click here to enter text.
	Music Therapy	☐	☐	Click here to enter text.
	Intergenerational	☐	☐	Click here to enter text.
	Painting	☐	☐	Click here to enter text.
	Independent Activity (Puzzles, Reading in Den, etc)	☐	☐	Click here to enter text.

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Summary of goals and Benchmarks

_____
_____
_____
_____

_____

Responsible Party Signature *Relationship to Client* *Date*

_____

Director CV Adult Day Club *Date*

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CLIENT FACE SHEET

CLIENT NAME: **PROGRAM START DATE:**

NICKNAME: **SSN:** **BIRTHDATE:**

MALE: ☐ **FEMALE:** ☐ **RACE:** **RELIGIOUS PREFERENCE:**

PHONE: **ALLOW PICTURES:** YES ☐ NO ☐

ADDRESS:
(Number and Street) *(City)* *(State)* *(Zip Code)*

DNR STATUS: Attempt Resuscitation (CPR) ☐ Allow Natural Death (Do not attempt resuscitation) ☐
(see attached POLST)

ALLERGIES:

PRIMARY DIAGNOSIS

PRIMARY PHYSICIAN:
(Name) *(City/State)* *(Phone)*

EMERGENCY CONTACT NAME: **RELATION:** **PHONE:**

OTHERS FOR EMERGENCY CONTACT AS NEEDED:

NAME ***RELATIONSHIP*** ***CITY/STATE*** ***PHONE***

Client Name: _____ **Month/Year: _____**

Progress Notes

Date	Notes

Client Name: _____ **Month/Year: _____**

Progress Notes Continued

Date	Notes

INCIDENT REPORT
DOUGLAS COUNTY COMMUNITY SERVICES

1329 Waterloo Lane
Gardnerville, NV. 89410
(775)782-5500

Please complete both sides of this form accurately and deliver the ORIGINAL within 24 hours to the address above.

Date of incident_____Time_____Facility_____

Person (s) Involved: (Check Box if Douglas County Community Services Employee)

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

Please list additional people on reverse side.

Describe Incident in Detail (be specific, include location where incident occurred) (use reverse if necessary)

_____

_____

_____

_____

_____

_____

_____

Witnessess: (Check box if Douglas County Community Services Employee)

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

( ) Name_____Phone (day)_____(Night)_____

Address_____City_____State_____Zip_____

Please list additional witnesses on reverse side.

Did Police provide assistance? Yes No Officers Name_____Case#_____

INCIDENT REPORT - Page 2

ACTION: Take / Follow Up / Comments (Please include additional information from page 1)

Attach Additional Pages If Necessary

Date of Report_____ Time_____ Site_____

Completed By_____ Title_____ Signature_____

Reviewing Supervisor_____ Signature_____ Date_____

Witness_____

DOUGLAS COUNTY
COMMUNITY SERVICES

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Clients Name: _____ **Medication:** _____

Allergies: _____ **Time Schedule:** _____

Date:	# of Meds signed in & Staff Signature:	Med in Original Bottle, Correct Dose & Not Expired Y/N:	Med. Taken Y/N	Time Taken & Staff Signature:	Comments is not taken/other Comments:

*Client must take the medication themselves, Cueing and reminders are ok

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1329 Waterloo Lane
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Discharge Summary

Client Name: _____ **Date:** _____

Reason for Discharge from CV Adult Day Club:

- ☐ Financial
- ☐ Physical deterioration**
- ☐ Cognitive deterioration**
- ☐ Illness
- ☐ Moved to: _____
- ☐ Passed Away: Date _____
- ☐ Other: _____

** If one of these are indicated, please explain where the client and/or responsible party were referred to for additional support and/or placement.

_____

_____

_____

_____

Copy to client and/or responsible party
Copy to client's confidential file

_____
Director Signature **Date**

_____
Responsible Party Signature Date

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Annual Evaluation of CV Adult Day Club Program

Client Name: _____ **Date: _____**

Please evaluate each area of CV Adult Day Club program based on your experience. Answers will be combined and used to update the program as appropriate annually.

Staffing	No Comment	Not Satisfied	Satisfied	Very Satisfied
Availability of staff when needed				
Overall helpfulness of staff				
Staff knowledge of program				

Suggestions for Staffing:

_____

_____

Dining Experience	No Comment	Not Satisfied	Satisfied	Very Satisfied
Social Environment of the Douglas County Community & Senior Center Dining Room				
Overall menu options				
Meal Presentation				
Snacks Available				
Availability of Special Needs				
Beverages Available				

Suggestions for Dining Experience:

_____

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1329 Waterloo Lane
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Physical Property	No Comment	Not Satisfied	Satisfied	Very Satisfied
Use of CV Adult Day Club room space				
Use of Douglas County Community & Senior Center				
Comfort/Ease of Use of Seating in all areas				
Cleanliness of CV Adult Day Club				

Suggestions for Physical Property:

_____

_____

Activities Available	No Comment	Not Satisfied	Satisfied	Very Satisfied
Use of CV Adult Day Club room space				
Music Therapy				
Exercise				
Book Club				
Games				
Crafts				
Holiday Celebrations				
Outdoor Activities				
Cognitive Stimulation				
Pet Therapy				
Activities held in Douglas County Community & Senior Center				

Suggestions for Activities:

_____

_____

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ADL Assistance	No Comment	Not Satisfied	Satisfied	Very Satisfied
Availability of staff when assistance is needed				
Professionalism of staff when performing assistance				
Overall satisfaction with assistance being provided				

Suggestions for ADL Assistance:

_____

_____

Additional Comments:

_____

_____

_____

_____

_____

Date Received: _____

Reviewed By: _____

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DOUGLAS COUNTY COMMUNITY SERVICES

Environmental Safety Monthly Inspection

System Inspected		Yes?	No?
Chemicals	Are all chemicals in appropriate containers with appropriate labels?		
Chemicals	Are all chemicals stored safely away from clients?		
Chemicals	Do all chemicals present have a SDS?		
Egress Door- West	Test the Emergency LED light		
Egress Door- West	Does the bypass function to allow egress w/o alarm activation?		
Egress Door- West	Does it relock after activation?		
Egress Door- West	Does the door open for free egress when pressed briefly?		
Egress Door- West	Does the door unlock and stay unlocked after the alarm sounds?		
Egress Door- West	Does the locking device need to be manually reset after the alarm?		
Egress Door- West	Does the door open/close smoothly?		
Egress Door- South	Test the Emergency LED light		
Egress Door- South	Does the bypass function to allow egress w/o alarm activation?		
Egress Door- South	Does it relock after activation?		
Egress Door- South	Does the door open for free egress when pressed briefly?		
Egress Door- South	Does the door unlock and stay unlocked after the alarm sounds?		
Egress Door- South	Does the locking device need to be manually reset after the alarm?		
Egress Door- South	Does the door open/close smoothly?		
Emergency Lighting	Are there 2 operating Emergency Lights by the exits?		
Fire Extinguisher	Has it been checked to verify pin and pressure in last 30 days?		
First Aid Kit	Is the first aid kit fully stocked, with no expired product?		
PPE	Are there gowns, masks, booties, gloves and eye gear available?		

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Environmental Safety Yearly Inspection

System Inspected	
Fire Alarm & Life Safety Inspection	Last annual inspection _____
Fire Suppression	Last annual inspection _____
Sprinkler Inspection	Last annual inspection _____
Fire Extinguisher	Last annual inspection _____

Date: _____ **Completed by: _____**

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EMERGENCY ACTION PLAN

Kahle Community Center

Community and Senior Center

DOUGLAS COUNTY COMMUNITY SERVICES

Emergency Notifications

During an Emergency incident, Community and Senior Center staff and volunteers will alert Douglas County Community Services Directors and Managers through at least one of the following methods, depending on the severity of the incident:

- Notifying Douglas County 911
- Telephone
- Texting
- Email
- Filling out incident/Accident Reports

Chain of Command

Director
|
Assistant Director
|
Social Services Manager
|
Recreation Supervisor
|
Food Service Supervisor
|
Recreation Coordinator
|
Transportation Coordinator
|
Recreation Specialist

Designated Emergency Operations Center (EOC) Representatives

The Community Services Director will represent the Department at the Emergency Operations Center (EOC) and will coordinate the Department's responsibilities with the Disaster Service Coordinator (DSC). In the Directors absence, the Assistant Director and/or Parks Superintendent and/or Social Services Manager will direct departmental priorities, monitor continuity plan, implement evacuation procedures, address special needs, provide staff direction, and address shelter directives.

1. Director
2. Assistant Director
3. Social Services Manager
4. Parks Superintendent







General Notification Procedures

The Community Services Director, and in the Directors absence, the above listed personnel is to be notified in the event of any major calamity occurring involving parks service areas and/or recreation facilities including, but not limited to, high winds, fires, major electrical/mechanical infrastructure failure, earthquake, hazardous chemical release, natural gas leak, and major vandalism affecting parks and recreation service responsibilities.

Normal Business Hours - The Parks and Recreation Support Staff shall reach the Parks and Recreation Director and/or appropriate above Coordinator/Superintendent by phone and/or pager.

Off Hours - The Director is to be contacted at the home phone number, if unavailable a message is to be left, followed by contacting the above appropriate Coordinator/Superintendent by home phone/cell phone/pager. If telephone contact is unavailable then personal contact will be required.

How to Reach Community & Senior Center Key Personnel

Kahle Community Center (775) 586-7271

1. Recreation Coordinator, Tobias Donahue
2. Recreation Supervisor, Brant Bishop
3. Recreation Specialist,
4. Division Manager,

Community and Senior Center (Recreation) 775-782-5500

1. Recreation Supervisor, Scott Doerr
2. Recreation Specialist, Josh Martin
3. Recreation Specialist, Cole Cline
4. Recreation Coordinator, Nick Lonnegren
5. Recreation Coordinator, Dennis Hubbard
6. Community Services Manager, Amanda Reid

Senior Center 775-782-5256 and DART Transportation 775-783-6456

1. Food Service Supervisor, Thomas Warner
2. Transportation Coordinator, Linda Skaggs
3. Recreation Coordinator, Jennifer Calabrese
4. Community Services Manager, Amanda Reid

Carson Valley Adult Day Club 775-782-1329

1. Program Supervisor, Kristin Cusack

Community Health Nurse, 775-782-9038

1. Nurse Practitioner, Tamara Baumann

Basic Emergency Responses

Evacuation

Evacuate the building in an orderly fashion and wait for officials to give the all clear to return after a head count has been completed through inspection of the posted evacuation routes.

Shelter in Place

A situation may occur where the safest action will be to shelter in place some with **functional and access needs (FAN)** will have to shelter in place until first responders arrive. Also there may be emergencies which prevent evacuation from the second floor in the gym resulting in sheltering in place directive.

- Do not leave the building. Find a safe place within the building to stay and wait for further information.
- Follow procedures to protect yourself from the specific hazard. For example, if there is a big snow storm, earth quake or high winds be cautious outside when exiting the building. If a hazardous materials spill has occurred, close all doors and windows.
- If you have information about the hazard that can aid emergency responders, report is immediately by calling 911.
- Remain in the building until an all clarify has been given by emergency officials. Unless evacuation of the building was necessary.

Lockdown

- A lockdown is similar to sheltering in place, although a lockdown is the decision of an individual building or emergency personnel.
- A lockdown may involve multiple departments; however the decision to evacuate or seek safe shelter will most likely not be communicated to all individuals immediately. Imminent situations like an active shooter require individual decisions and survival mindset.
- When a lockdown is declared the doors leading outside of the building should be locked (When possible) and people should not exit or enter the building.
- Activity rooms or office doors should be locked or barricaded.
- **Turn off lights, radios, TV's close blinds, and silence cell phones**.
- If a fire alarm is activated during lockdown, proceed with extreme caution.
- Wait for the "all clear" to be given before leaving safe shelter.

Psychological Crisis

A psychological crisis may occur as a result of emergencies, disasters, or other critical incidents such as suicide, rape, violence, death, serious accidents, fires, explosions, bomb threats, threats to the public welfare, or other traumatic or tragic events affecting our community.

For an unusual or potentially dangerous situation:

- Never try to handle a dangerous situation by yourself.
- Call another staff member, supervisor or manager who has received Mental Health First Aid Training to assist in the situation.
- Call 9-1-1 in the event this unusually or potentially dangerous situation escalates. Give your name, your location, and state of the nature of the problem.
- All suicide attempts should be reported to the Douglas County Sheriff's Department through 9-1-1 so that, proper procedures might be followed to ensure the safety of those involved

Active Shooter

All of Douglas County and Northern Nevada us RUN, HIDE, FIGHT in the event of an active shooter emergency If there are reports of an active shooter in a facility or park use the following:

If it is possible to escape the building safely and avoid danger, do so by the nearest exit. These situations are incident specific. Each department and individual will have to make a decision based on the available information.

If you hear shots fire:

- RUN
    - Move quickly: don't wait for others to validate your decision.
    - Leave your belongings behind.
    - Survival chances increase if you are not where the shooter is or if you go where the shooter can't see you.
- HIDE
    - Once you are in a safe location, call the sheriff's by dialing 9-1-1.
    - Advise others in the immediate area to stay away from the shooter location.
    - If you can't get out because the shooter is between you and the only exit then hide out.
    - Move out of the hallway look for a well-hidden and well protected room.
    - Avoid places that might trap or restrict your movement.

    - Try to find a room that can be locked. If the room can't be locked try to barricade or block the door with heavy furniture or other heavy objects.
    - Turn out the lights and other noise producing devices.
    - Try to stay silent
    - Call 9-1-1 if you can do so without alerting the shooter.
    - If there are two or more of you don't huddle together.
    - Spreading out gives you more options and makes it harder for the shooter.
    - Quietly develop a plan of action in the event the shooter enters your room.
    - Remain calm. This can have a contagious effect on others.
    - Stay focused on survival. Keep other focused.
- FIGHT
    - Assume the shooter's intentions are lethal.
    - Develop a survival mindset that you have what it takes to survive when your life is on the line.
    - You must be prepared to do whatever it takes to neutralize the threat.
    - Throw things, Yell, use improvised weapons.
    - If there are two or more of you, make a plan to overcome the shooter. Do the best you can- **Choose to survive**.

Medical Emergencies

Dial 9-1-1 and tell the dispatch that you require medical assistance. Be prepared to provide the following information when asked by the dispatcher:

- Location of injured person (e.g. which room, number, etc.)
- Type of injury or problem.
- The individual's present condition.
- The sequence of events leading to the emergency.
- Medical history and name of injured person's doctor, if known.
- The phone number where you are.
- Do no move victim unless it is necessary to remove them from dangerous location or situation.
- If trained, use pressure to stop bleeding.
- If trained, use CPR and AED if no pulse and not breathing. **(Locations of the AED are behind the front desk in the Community Center, in the GYM on second floor, In the Senior Center Dining Room)**

Fire

- Fire Alarm will notify automatically 9-1-1 in the event there is an unseen fire related issue. Please notify staff to put into action our Fire safe protocol and call 911 regardless of fire alarm notification.
- If you have been trained, and it would not place you in any immediate danger, use a fire extinguisher to extinguish the fire.
- Evacuate building as quickly and as safely as possible. Assign staff to take a number of people exiting at doors in the event there are missing persons.
- Close doors and windows if time permits, to delay the spread of the smoke and fire. Feel closed doors for heat before opening. Do not open them if they are hot.
- Use the stairs to evacuate. Do not use elevators.
- If you encounter smoke, stay low to the ground. If possible, cover mouth with a cloth to avoid inhaling smoke and gases.
- Once outside, go to your building's Evacuation Assembly Area (EAA), tell those in charge there that you are out of the building, and report injured or trapped persons and any signs of building damage you follow: ***(page 4 Shelter in Place protocol.)***
- Wait for instructions from emergency responders. Do not re-enter the building until the all clarify is given by emergency responders.
- If unable to leave the building, find a location from the smoke and heat where you can signal for firefighter's assistance. **In the event that an individual with functional needing assistance (FAN) follow direction to locate a safe place and notify fire fighters through whatever means available.**
- Seal the room. Use wet cloths to stuff around cracks in doors and seal up vents to protect against smoke.
- Do no break windows. Flames and smoke can come back in form the outside. If you need air, slightly open the window.
- Stay low under smoke. The freshest air is near the floor. Keep a wet cloth over your nose and mouth, breathe through your nose only.
- Signal for help. Call 9-1-1 if you have a cell phone or hang an article of clothing out the window to help signal for help.

Bomb & Bomb Threat

- Keep the caller on the line and talking as long as possible (pretend to have difficulty in hearing- ask the caller to repeat what he/she said).
- Try to get as much information as possible about the location of the bomb and a description of the bomb and the caller. Use the Bomb Threat Checklist to record all information. Found as an attachment to this Plan.
- Stay on the line as long as the caller continues to provide useful information. If possible, have someone else use another line to call 9-1-1.
- After the caller hangs up, immediately call 9-1-1 and notify the Douglas County Sheriff's Department.
- If an evacuation of the building is ordered, take the Bomb Threat Checklist with you and give it to the Bomb Squad or emergency responders.
- IF YOU FIND A SUSPICIOUS DEVICE:
    - Do not touch, move or disturb any suspicious object you feel might be a bomb.
    - Keep people away from the area where the suspicious object is and call 9-1-1.
    - Be sure to include a description of the object and its location when reporting.

Explosion

- Call 9-1-1 Emergency
- Take cover under study furniture.
- Evacuate if safe and you are directed to do so by emergency responders.
- Stay away from windows.
- Do no utilize lighters or matches or create any spark or open flame.
- If instructed to evacuate, use the stairs- do not use the elevators.

Hazardous Materials

- Call 9-1-1 immediately.
- Move away from the release area, informing others as you go.
- If spilled material is combustible or flammable, turn off ignition sources as you leave.
- Close doors to the affected area(s)
- Provide information to emergency personnel.
- Leave the area and warn others to leave with you.

Earthquake and High Winds

- Stay indoors
- Move away from windows and open doors (preferably into an interior hallway).
- Be cautious when walking outside with doors slamming, dumpster lids blowing back, and debris flying.
- Stay indoors.
- Crawl under a table or desk or brace yourself by standing in an interior doorway.
- Do not use elevators, electrical equipment or telephone.
- Do not use open flame.
- Be prepared for aftershocks.

Flash Flood

Flash flood watches and warnings are issued by the National Weather Service. Personnel should stay abreast of any Weather Service watches or warnings:

- Flash floods occur suddenly and may appear without warning.
- In the event of flash flood, move to higher ground, if not in the water, turn off power as you go to higher ground.
- DO NOT TOUCH electrical devices and switches if you or they are in the water assist others to move to higher ground.
- Call 9-1-1 to report the flooding and any employees or visitors that may be unaccounted.
- Avoid walking or driving through flooded areas as manhole covers may be missing or the roadway may have given way

River Flood

River flood events normally occur with some warning from either the National Weather Service or Emergency Management. Stay abreast of information reports Evaluate low lying areas:

- Make the decision to cancel any activities due to the need to potentially use the center as an evacuation center.
- Move items to higher ground if flood waters are expected to enter the facility.
- Evaluate and plan for the need to sandbag around potential water entry points.
- Send non-essential county personnel home, after consulting with Emergency Management on need for staffing when a flood seems to be occurring.
- Cancel any center activities if flood warning in or around the center occurs When the flooding occurs: follow the flash flooding items above

After the flood

- Account for all personnel and visitors: report the missing to 9-1-1.
- Be ready to open the Center as the community evacuation shelter.
- Assess for facility damage and report this information to 9-1-1 or the EOC (if established) do not turn on the power to any devices that contacted the water.
- Attempt to drain the water from the facility, using caution Dispose of any foodstuff that has been exposed to flood waters.

Bomb Threat Check List

If you receive a bomb threat call, use this form to record all information.

BE CALM, BE COURTEOUS, LISTEN, DO NOT INTERRUPT

Exact words of caller:

QUESTIONS TO ASK:

1. When is the bomb going to explode?
2. Where is the bomb right now?
3. What kind of bomb is it?
4. What does it look like?
5. Why did you place it?
6. Where are you calling from?

CALLER'S VOICE (Circle)

Male	Female	Adult	Juvenile
Accent	Well-spoken	Irrational	Incoherent
Foul	Calm	Angry	Excited
Slow	Rapid	Soft	Loud
Laughter	Crying	Normal	Slurred
Nasal	Speech Impediment	Unusual Breathing	Raspy
Clearing Throat	Deep	High	Disguised
Cracking Voice	Familiar	Taped	

If the voice is familiar, who did it sound like?

_____

Did the caller indicate knowledge of the campus? (Circle one) Yes No

If yes, explain:

_____

BACKGROUND SOUNDS (Circle)

Street Noises Dishes Voices PA System Factory Machinery Static

Music House Noises Motor Aircraft On Campus Quiet

Office Machinery Animal Noises Long Distance Off Campus

Call 9-1-1 immediately after the caller hangs up.

Emergency Actions - When an evacuation is ordered:

5. Collect your personal belongings (i.e. purse, briefcase, etc...) and take them with you as you exit the building.

6. Look around your desk and/or office for any suspicious items. **DO NOT TOUCH ANYTHING SUSPICIOUS,**
instead report it to the Police after you exit the building.

7. After evacuation, report to an **EMERGENCY ASSEMBLY AREA.**

8. **DO NOT REENTER THE BUILDING UNTIL INSTRUCTED TO DO SO BY APPROPRIATE PERSONNEL**
(DOUGLAS COUNTY SHERIFF'S DEPARTMENT, EAST FORK FIRE PROTECTION DISTRICT OR TAHOE DOUGLAS FIRE PROTECTION DISTRICT).

Name:
Dept.: Phone:

Date received: Time received: Time ended:

TAKE THIS CHECKLIST WITH YOU AS YOU EVACUATE THE BUILDING

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Emergency Training & Drills

Date: _____

In-service: ☐

Presenter: _____ **Topic:** _____

Evacuation Drill: ☐

Time Started: _____ **Time Ended:** _____

Audible Alarm: **Yes** ☐ **No** ☐

Evacuated to meeting spot: ☐ **Sheltered in Place:** ☐ **Reason?** _____
i.e. weather, type of drill

Notes: *i.e. all participated, policy followed, obstacles, additional training provided?*

Employee Name	Employee Signature

Invoice

DOUGLAS COUNTY COMMUNITY SERVICES

Carson Valley Adult Day Club

1329 Waterloo Lane
Gardnerville, NV 89710
phone (775) 782-5500, ext. 9

Date:

Responsible Party: [Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

Client Name:

Date of Attendance	Drop Off Time	Pick Up Time	Total Daily Hours	Daily Charge
			Total	$0.00

Make all checks payable to Carson Valley Adult Day Club

Thank you for choosing us to care for your loved one!

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

In-Service Attendance

In-Service Date: _____

Presenter: _____ **Topic**: _____

Hours: _____

Employee Name	Employee Signature

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Employee Name: _____ **Date of Hire: _____**

New Hire Orientation

Date of Orientation	Training Topic	Hours
	First Day Orientation- HR	
	NRS Regulations	
	Policies & Procedures	
	Emergency Preparedness	
	Admission of Clients	
	Transferring of Clients	
	Medication Cueing	
	Hygiene & Showering	
	Community Resources	
	Recreation Center	
	Senior Center	
	Dining Services	
	Elder Abuse	

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Employee Name: _____

Date of Hire: _____

Annual Training Hours
(12 Hours Required)

Date	Topic	Hours

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

EMPLOYEE ADDRESS CHANGE AND EMERGENCY NOTIFICATION FORM

Please update my Personnel File as follows:

Employee's Name: _____

Mailing Address: _____

_____ **Zip** _____

Phone Number (____) _____

Emergency Contact #1: _____

#1Phone: (____) _____

#2Phone: (____) _____

Emergency Contact #2: _____

#1Phone: (____) _____

#2Phone: (____) _____

Employee's Signature: _____ **Date:** _____

Carson Valley Adult Day Club
1329 Waterloo Lane
Gardnerville, Nevada 89410
phone 775-782-1329

Douglas County Community Center
1329 Waterloo Lane
Gardnerville, NV 89410
775-782-5500 ext 1

GYM & FITNESS CENTER WAIVER AND RELEASE FORM ADULT DAY CLUB

Contact information

Name: _____
First Last

Physical Address: _____
Number & Street City/State Zip

Home Phone: _____ Cell Phone: _____

Emergency Contact Name: _____

Relationship: _____ Email Address: _____

Home Phone: _____ cell Phone: _____ Work Phone: _____

Waiver and Release

In consideration for being permitted by Douglas County to utilize the above facility, I hereby waive, release and discharge any and all claims for damages for personal injury, death or property damage which I may have, or which any hereafter accrues to me as a result of facility use. This release is intended to discharge in advance the County (its officers, employees, and agents) from any and all liability arising out of or connected in any way with my facility use, even though that liability may arise of negligence or carelessness on the part of the person or entities mentioned above. It is understood that my use of facilities involves an element of risk and danger of accidents and knowing these risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above person or entities free and harmless from any loss, liability, damage, cost or expense which they any incur as a result of my death or any injury or property damage that I may sustain while utilizing this facility. I agree to adhere to any and all facility use rules adopted by Douglas County.

Signature Date

AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a Memorandum of Understanding (MOU) between Partnership Douglas County and Douglas County for the County to provide resources to at-risk populations in the jail through the Forensic Assessment Service Triage Team (FASTT) program; and authorize Jodi Martinez to execute the MOU. (Jodi Martinez)

RECOMMENDED MOTION:
Approve an MOU between Partnership Douglas County and Douglas County for the County to provide resources to at-risk populations in the jail through the FASTT program; and authorize the Jodi Martinez to execute the MOU.

FINANCIAL IMPACT:
None

BACKGROUND:
For the past eight years, Douglas County Social Services has provided services to Douglas County jail inmates who are at risk of recommitting crimes. The Forensic Assessment Service Triage Team (FASTT) program assesses the risk factors for recidivism and provides community resources to released inmates following an evidence-based program as directed by the State of Nevada Division of Public and Behavioral Health.

ATTACHMENTS:
DCSS FASTT Memorandum of Understanding.pdf

Memorandum of Understanding
Forensic Assessment Services Triage Team (FASTT) Program

This Memorandum of Understanding (MOU) is made and executed on the date indicated below, by and between Partnership Douglas County (PDC) and Douglas County Social Services (DCSS).

The parties agree as follows:

Services: PDC and DCSS agree that under the FASTT program DCSS is outlined as a community service provider and will work under the guidance of PDC for deliverance of this program to fidelity by the State of Nevada Division of Public and Behavioral Health.

Responsibilities: PDC agrees that, as program manager and funded party, the FASTT CHW, as employed and/or contracted by PDC, will collaborate with DCSS to refer clients based on their need for service as outlined in the scope-of-work:

1g) Outcome Objective: Provide services to 95% of population connected to FASTT based on identified needs regardless of risk level

DCSS agrees to attend weekly meeting(s) to collaborate and provide services to identified clients under the scope of the FASTT model. DCSS agrees to provide support to the FASTT program through a Case Manager a minimum of 1x a week. DCSS agrees that any staff collaborating with the FASTT program have been through the Douglas County Sheriff's Office (DCSO) Jail Safety training and approved by the DCSO Jail Sergeant.

DCSS agrees to provide the following data in accordance with the grant reporting requirements:

- Number of clients served through FASTT (on-going case management and new referrals)
- Number of services provided, and types of services provided by the 10th of each reporting month. (January, April, July, October).

Term: The term of this MOU is valid until June 30, 2025 and will require renewal for continuation of partnership.

Termination: Either party may terminate this agreement by giving the other party 10 days written notice of termination. Notice shall be deemed given upon the date of deposit of the written notice of termination in the United States mail, first class with postage prepaid addressed as follows:

Partnership Douglas County
PO Box 651
Minden, NV 89423

Douglas County Social Services
2300 Meadow Lane
Gardnerville NV 89410

Amendments: This contract sets forth the entire agreement of the parties. Any changes, additions, or deletions to this shall be in writing and signed by both parties.

Conflict of Interest: DCSS covenants that they currently have no interest, and shall not acquire any interest, which would conflict in any way with the performance of this agreement. No member, officer or employee of PDC shall have any interest, direct or indirect, in this MOU or the proceeds thereof.

Ownership of Work: Upon completion of the scope-of work as defined by the grant, or in the event of termination, all finished or unfinished documents, data supplies, drawings, maps, photographs, and reports (work products) prepared by DCSS shall be property of PDC.

Assignability: DCSS shall not assign or transfer any interest in this MOU without prior written approval by PDC. Any assignment or transfer without written approval of PDC is void.

Applicably by Law: This agreement shall be governed by the laws of State of Nevada.

Entire Agreement: This document constitutes the entire agreement of the parties and supersedes all previous agreements whether written or oral. This agreement may be amended only by an instrument in writing signed by both parties hereto.

Multiple Originals: Two (2) copies of this agreement have been executed by the parties. Each executed copy shall be deemed an original.

Daria Singer, Executive Director, Partnership Douglas County Date

Jodi Martinez, Manager, Douglas County Social Services Date

AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the Memorandum of Understanding (MOU) between the United Way of Northern Nevada and the Sierra and Douglas County Social Services to administer the Special Assistance Fund for Energy (SAFE) program which provides utility assistance to Douglas County residents for their NV Energy bills; and authorize the County Manager to execute the MOU. (Jodi Martinez)

RECOMMENDED MOTION:
Approve the MOU between the United Way of Northern Nevada and the Sierra and Douglas County Social Services to administer the SAFE program which provides utility assistance to Douglas County residents for their NV Energy bills; and authorize the County Manager to execute the MOU.

FINANCIAL IMPACT:
Douglas County Social Services will receive a $15.00 administration fee from the United Way for each approved application completed for the SAFE program.

BACKGROUND:
The Social Services Department has been designated the authorized agency for Douglas County by NV Energy to determine eligibility for the SAFE program for many years. For Fiscal Year 2024-25, NV Energy has contracted the program to United Way in order to run the program more efficiently. Social Services will remain the authorized agency for Douglas County.

ATTACHMENTS:
Douglas County Social Services SAFE MOU.pdf

MEMORANDUM OF UNDERSTANDING

BETWEEN UNITED WAY OF NORTHERN NEVADA AND THE SIERRA and DOUGLAS COUNTY SOCIAL SERVICES

1. This Memorandum of Understanding for the "Project SAFE" ("MOU") between United Way of Northern Nevada and the Sierra, as "Administrator," with offices located at 639 Isbell Road, Suite 460, Reno, NV 89509 and **DOUGLAS COUNTY SOCIAL SERVICES** (Submitting Agency) will become effective on the date last-signed below.

2. Purpose. Establish a stipend award to Project SAFE partners for processing approved SAFE applications.

THEREFORE, the Parties agree as follows:

3. Roles and Responsibilities of United Way of Northern Nevada and the Sierra

3.1 Administrator will do the following:

A. Process SAFE applications for utility assistance as described in the Project SAFE application process guidelines Exhibit A.

B. Track utility assistance applications that are funded for each nonprofit agency.

C. On a quarterly basis, award a $15.00 (USD) incentive for each approved application for utility assistance to the responsible community partner (submitting agency). In the event two agencies submit the same application, the first agency to submit all of the required documentation will be awarded the Stipend.

D. Provide quarterly reports of stipend payments made to community partners.

4. Roles and Responsibilities of DOUGLAS COUNTY SOCIAL SERVICES

4.1 SAFE Partner "Submitting Agency" will do the following:

A. Submit Project SAFE applications for utility assistance via an online platform.

B. Assess individuals for eligibility described in the Project SAFE application process guidelines.

C. Request extensions for utility service if required and notify the applying individual if they have been approved or denied.

D. Retain in an organized and easily retrievable manner all supporting paperwork and the original application for three years.

5. Timeline.

5.1 The roles and responsibilities described above are contingent on United Way of Northern Nevada and the Sierra receiving monies from funders and donors to fund the utility bill assistance program known as Project SAFE.

5.2 Termination. This MOU may be terminated, without cause, by either party upon 30 days' written notice, which notice must be delivered by hand or by certified mail to the address listed above and is considered received when actually delivered.

6. General Provisions

6.1 Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU that are mutually agreed upon by and between the Parties will be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

6.2 Applicable Law. The construction, interpretation, and enforcement of this MOU are governed by the laws of the State of Nevada.

6.3. Entirety of Agreement. This MOU represents the entire and integrated agreement between DOUGLAS COUNTY SOCIAL SERVICES and United Way of Northern Nevada and the Sierra.

6.4. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action toward this MOU.

7 Signatures. Electronic copies of signatures are effective as original signatures.

This MOU is signed by the Parties' authorized representative having the legal power and right to bind each respective company.

UNITED WAY OF NORTHERN NEVADA AND THE SIERRA

_____ _____

President & CEO Date:

DOUGLAS COUNTY SOCIAL SERVICES

_____ _____

Authorized Signer Date:

EXHIBIT A – SCOPE OF WORK

Project SAFE Program Overview

Project SAFE is an annual utility assistance program designed to help community members who, through uncontrollable hardships, are unable to pay their utility bills.

Utilities Assistance Eligibility

- Utility assistance is for permanent residential customers of Northern Nevada only. It does not aid with business or commercial customers.

- Utility assistance can be used to restore service if it has been terminated due to non-payment or because of a default in payment arrangements but cannot be used in the next billing cycle to pay the reconnection fees.

- Utility bills, residential leases, and mortgage documents must be in the applicant's name, and they must reside at the address needing assistance. Organizations must keep supporting documents for 3 years and may be audited by United Way of Northern Nevada and the Sierra (UWNNS).

Client Application Process

- Customers must apply directly at one of the UWNNS partner agencies to receive assistance.

- All applicants should have a form of Nevada ID when applying for assistance. Applicants must provide proof of eligibility and a copy of their utility bill, residential lease, or mortgage when requesting assistance. Applicants are responsible for payment of any amount that exceeds the assistance provided by the program. Financial assistance is paid directly to the utility servicer for credit to the applicant's account.

- If an applicant has received Federal assistance or another form of state-funded assistance (e.g., EAP), this will not affect an applicant's eligibility to receive funding through SAFE. If an applicant has not received assistance from the program in the past 12 months (1 year + 1 day)

Case managers and the partner agency must identify whether a customer qualifies for utility assistance.
Case managers will retain and collect the following documents for 3 years:

- Completed Project SAFE Application
- Copy of lease or mortgage documents (must match the name on the utility bill account)
- Photo Identification (must match the name on the utility bill account)
- Copy of the most recent utility bill (NV Energy)
- Proof of income / Proof of lack of income or Letter from DETR or Letter from employer or Series of paystubs (at least 2) or Social Security/Disability income statement
    - In rare cases: a written statement by the customer as to why they currently have no income and cannot provide proof.

Case managers and partner agencies must submit copies of the following documents to United Way of Northern Nevada and the Sierra through the portal when customers are registered. If these documents are inaccurate or not submitted, United Way will be unable to process the payments.

- Completed Project SAFE Application
- Copy of the most recent utility bill (NV Energy)

- A reminder: while the other required documents are not sent to UWNNS (e.g., proof of income/need, identification, etc.), UWNNS can visit the center at a scheduled time to audit or check that required documents are retained.

Ineligible Expenses (Utilities Assistance)

Utility Assistance – Ineligible Items

- Payments made on agency's own utility bills.
- Payment for metered utilities exceeding $500 (Or a single bill exceeding $250.00).
- Payment on closed accounts
- Payments on TV, cable, satellite, internet, and phone bill
- Payments for any type of fuel for automobiles
- Late fees, deposits, or any other fees
- Any payments not made directly to the vendor

AGENDA ITEM NO. P.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Ratify the approval by the County Manager of the Subaward Amendment #1 to the State of Nevada, Department of Health & Human Services, Aging and Disability Services Division (ADSD) Transportation Grant award which increases the amount of the grant award by $18,000, and the County's matching requirement by $2,700, with a grant period ending June 30, 2024. (Geoff Bonar)

RECOMMENDED MOTION:
Ratify the County Manager's approval of Subaward Amendment #1 to the State of Nevada ADSD Transportation Grant award which increases the amount of the grant by $18,000, and the County's matching requirement by $2,700, with a grant period ending June 30, 2024.

FINANCIAL IMPACT:
The grant amendment increases the amount of the prior $52,643.70 grant award by $18,000 for a total of $70,643.70, and increases the amount of the County match by $2,700. The match is already budgeted for in the Salaries and Wages account of the Senior Services Fund for Fiscal Year 2023-24.

BACKGROUND:
This amendment is for the ADSD Transportation Grant Award, which is an annual, recurring grant award that helps fund the Douglas County DART program. The grant period is July 1, 2023, through June 30, 2024. After the submission of the third quarterly Request for Reimbursement in March 2024, the State contacted Douglas County to inform the Community Services Department of the availability of additional funding. The Department requested additional funding, and received this amendment in June, 2024. In order to receive the additional funding, the State must receive the signed copy of the Amendment by July 3, 2024. This will allow enough time for the Department to request the additional funding from the State, which will be due no later than July 10, 2024. The Department will then request that the Board of County Commissioners retroactively approve the acceptance of this additional funding at their next available meeting on July 18, 2024.

ATTACHMENTS:
04-000-10-LX-24 NOSA A1 - signed.pdf
GrantFormsPacket - ADSD Transportation FY24 ADDITIONAL FUNDS.pdf

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division

Agency Ref. #:	04-000-10-LX-24
Budget Account:	3140
Category:	14
GL:	8580
Job Number:	N/A

SUBAWARD AMENDMENT #1

Program Name: ADSD Grants Management Contact Name: Katrina Fowler, KLFowler@adsd.nv.gov	**Subrecipient's Name:** Douglas County Contact Name: Jennifer Davidson, County Manager / JRDavidson@douglasnv.us
Address: 3208 Goni Road, #I-181 Carson City, NV 89706	**Address:** PO Box 3000 Minden, NV 89423
Subaward Period: 07/01/2023 - 06/30/2024	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to:

☐ Scope of Work ☐ Term ☒ Budget

Reason for Amendment: Supplemental funding.

Required Changes:

Current Language: Total reimbursement through this subaward will not exceed $52,643.70. See Sections C and H of the original subaward.

Amended Language: Total reimbursement through this subaward will not exceed $70,643.70. See attached Sections C and H **revised on 6/27/2024**.

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$47,843.70	$18,000.00	$65,843.70
2. Travel	$0.00	$0.00	$0.00
3. Operating	$4,800.00	$0.00	$4,800.00
4. Equipment	$0.00	$0.00	$0.00
5. Contractual/Consultant	$0.00	$0.00	$0.00
6. Other	$0.00	$0.00	$0.00
TOTAL DIRECT COSTS	$52,643.70	$18,000.00	$70,643.70
7. Indirect Costs	$0.00	$0.00	$0.00
TOTAL APPROVED BUDGET	$52,643.70	$18,000.00	$70,643.70

Incorporated Documents:
Notice of Subaward - State Funding Sheet
Section C: Budget and Financial Reporting Requirements
Section H: Matching Funds Agreement

By signing this Amendment, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Authorized Subrecipient Official's Name, Title:	Signature	Date
Jennifer Davidson, County Manager -OR- Authorized Signer (Print Name and Title): _____		7/3/24
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		06/27/2024

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

NOTICE OF SUBAWARD - STATE FUNDING SHEET

State Award Computation					
Total Obligated by this Action:				$	18,000.00
Cumulative Prior Awards this Budget Period:				$	52,643.70
Total State Funds Awarded to Date:				$	**70,643.70**
Match Required ☒ Y ☐ N					
Amount Required this Action:				$	2,700.00
Amount Required Prior Awards:				$	7,897.00
Total Match Amount Required:				$	**10,597.00**
Research and Development (R&D) ☐ Y ☒ N					
State Budget Period: 07/01/2023 – 06/30/2024					
FOR AGENCY USE ONLY					
Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**FEDERAL GRANT #:**	
Independent Living Grant (ILG), 3140.14	100%	N/A	N/A	N/A	
Federal Grant Award Date by Federal Agency:	N/A				

SECTION C - AMENDED

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 04-000-10-LX-24 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 04-000-10-LX-24 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Personnel Costs — Fringe Only: $18,130.87 — **Total: $65,843.70**

List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.

A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) B. *Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc. -AND- Describe position duties as they relate to the funding and program objectives. Expand rows as needed.*	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested
A. Cheryl Broumley, Driver B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$31,903.00	38.00%	21.54%	12.00	$9,482.66
A. Andrew Sickler, Driver B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$15,257.00	38.00%	20.50%	12.00	$4,316.21
A. Russ Kozerski, Driver B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$35,376.00	38.00%	20.50%	12.00	$10,007.87
A. Tanya Grimes, Driver B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$32,952.00	38.00%	20.50%	12.00	$9,322.12
A. Richard Peterson, Driver B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$35,486.00	38.00%	20.50%	12.00	$10,038.99
A. Bethwell Nkala, Driver B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$33,038.00	38.00%	20.50%	12.00	$9,346.45
A. Jeffrey Brackett, Driver B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$24,446.00	38.00%	20.50%	12.00	$6,915.77
A. Vacant Driver position B. *Salaries and Wages expenses. Fringe benefits include health insurance, medicare, unemployment, retirement, and worker's comp. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County.*	$22,671.00	38.00%	20.50%	12.00	$6,413.63

Operating	Total:	$4,800.00

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

Enter Description(s) Below:	Amount:
Utilities Expenses (estimated $300 per month)	$3,600.00
Camera and surveillance system maintenance expenses (estimated $100 per month)	$1,200.00
	$0.00

Justification: *(Enter below, expand row as needed) Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.*

TOTAL DIRECT PROJECT COSTS	$70,643.70

Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total:	$0.00

TOTAL BUDGET REQUEST	$70,643.70

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

PATTERN BOXES ARE FORMULA DRIVEN. Enter info in orange cells.

A. FUNDING SOURCES	ADSD Funds	MATCH *			[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Pending						
ENTER TOTAL FUNDING	$70,643.70	$10,597.00			$0.00	$0.00	$0.00	$81,240.70
EXPENSE CATEGORY								
Personnel	$65,843.70	$10,597.00						$76,440.70
Travel/Training	$0.00							$0.00
Operating	$4,800.00							$4,800.00
Equipment	$0.00							$0.00
Contractual/Consultant	$0.00							$0.00
Other Expenses	$0.00							$0.00
Indirect	$0.00							$0.00
TOTAL EXPENSE	$70,643.70	$10,597.00	$0.00	$0.00	$0.00	$0.00	$0.00	$81,240.70
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$0.00	Total Program Budget	$81,240.70
Indirect % of Budget	0.00%	ADSD Percent of Program Budget	87%

B. Comments regarding budget summary, if applicable.

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

The Douglas County General Fund is the source of the match, pending the approval of the FY24 budget

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

Program income consists of a suggested donation of $2 per ride

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed $70,643.70;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

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

SECTION H - AMENDED

Matching Funds Agreement

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

Program Name	ADSD Grants Management	**Subrecipient Name**	Douglas County
Federal Grant Number	N/A	**Subaward Number**	04-000-10-LX-24
Federal Amount	N/A	**Contact Name**	Jennifer Davidson, County Manager
State Amount	$70,643.70	**Address**	PO Box 3000 Minden, NV 89423
Non-Federal (Match) Amount	$10,597.00		
Total Award	$70,643.70		
Performance Period	07/01/2023 – 06/30/2024		

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

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	**$70,643.70**
Required Match Percentage	**15%**
Total Required Match	**$10,597.00**

Approved Budget Category		Budgeted Match
1	Personnel	$10,597.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Other	$0.00
6	Indirect Costs	$0.00
	Total	**$10,597.00**

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

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	9/1/2023	**Fund-Department #**	260 / 680
Project Number	24G07	**Fund-Department Name**	Senior Services
Grant Title	ADSD Transportation Grant - FY24		
Approval to add additional funds	*Debbie Swickard*	**Date**	7.1.24
Internal Review Committee		**Date**	7.3.24
Board of County Commissioners		**Date**	

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	9/1/2023	**Fund-Department #**	260 680
Project Number	24G07	**Fund-Department Name**	Senior Services
Grant Title	ADSD Transportation Grant - FY24		
Grant Purpose	Provide Transportation Services to Aging and Disabled persons in Douglas County		
Awarding Entity	State of Nevada Aging and Disabled Services Division		
Total Grant Funds	$ 70,643.70	Total funds HAVE BEEN INCREASED BY 18,000.00	
Grant Start Date	7/1/2023	**End Date**	6/30/2024
Grant Type		(description of Other)	
Federal CFDA#			
Method of Funding			
Reporting Frequency			
County Match Required?		**Match Amt** $ 10,597.00	**or Match %** 15%
Match Type	**or**	**S BEEN INCREASED**	

County Contact Information

Contact Name	Geoff Bonar	**Phone#**	782-6243
Contact email	gbonar@douglasnv.us		

Grantor Information

☐ Federal- Enter CFDA ☑ State ☐ Other

Grantor Contact Name	Katrina Fowler	**Grantor Contact Phone #**	(702) 486-3518
Grantor Contact Email	klfowler@adsd.nv.gov		
Pass-Through Entity		**Pass-Through Contract #**	
Pass-Thru Contact Name		**Pass-Thru Contact Phone #**	
Pass-Thru Contact Email			

☐ Advance ☑ Reimbursement

☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annu

Financial Information

☐ No ☑ Yes - enter $amount or %

☑ In-Kind ☐ Cash

Revenue			Source of Funds
260-000 331.500	Grant Revenue - Federal	$ -	(Awarding entity, county match, etc)
260-000 331.510	Grant Revenue - State	$ 70,643.70	ADDING FUNDS, 18,000.00 to EXISTING AWARD
260-000 360.300	Grant Revenue - Non-Govt.	$ -	
	Match - Non Grant Reimbursement	$ -	
	Total Revenue	$ 70,643.70	

Expenditure			Is this Budgeted?
Various	Salaries & Benefits	$ 65,843.70	ADDING FUNDS, 18,000.00 to EXISTING AWARD
260-680 511.150	Grant Match - Salary	$ 10,597.00	
260-680 511.999	Grant Match Offset	$ (10,597.00)	ADDING FUNDS, 2,700.00 to EXISTING AWARD MATCH
	Where is the match coming from?		GL 260-680 510.000
260-680 540.010	Grants-Services & Supplies	$ 4,800.00	
260-680 541.501	Grant Match - Serv & Supplies	$ -	
260-680 533.999	Grant Match - Serv & Supplies Offset	0.00	
	Where is the match coming from?		GL
260-680 562.100	Grants-Capital Outlay		
260-680 562.110	Grant Match - Capital Outlay		
	Where is the match coming from?		GL
	Total Expenditure	$ 70,643.70	

Where will match funds come from? The match will come from budgeted salary expenses in the Senior Services Fund.

Estimated Grant Funds (including County Match) by Fiscal Year

Year	Amount
FY23-24	$ 52,643.70
FY24-25	$ 18,000.00
FY25-26	$ -
Total	$ 70,643.70

Required Approvals

Approval to apply *D Swickard* **Date** **9.1.23**

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	9/1/2023	**Fund-Department #**	260 680
Project Number	24G07	**Fund-Department Name**	Senior Services
Grant Title	ADSD Transportation Grant - FY24		
Approval to add additional funds	*Debbie Swickard*	**Date**	**7.1.24**
Internal Review Committee		**Date**	**7.3.24**
Board of County Commissioners		**Date**	

AGENDA ITEM NO. Q.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Accept a Subaward Amendment #1 to the existing State of Nevada, Health & Human Services Department, Aging & Disability Services Division (ADSD) Homemaker Vehicle Purchase Grant, in the amount of $36,525.90, with a grant period of February 1, 2024, through September 30, 2024; 2. Adopt **Resolution 2024R-077** which augments the budget in the Senior Services Fund for Fiscal Year 24/25 to account for the grant increase; and 3. Authorize the County Manager to sign any required documents. (Geoff Bonar)

RECOMMENDED MOTION:
Accept Subaward Amendment #1 to the existing ADSD Homemaker Vehicle Purchase Grant, in the amount of $36,525.90, with a grant period of February 1, 2024, through September 30, 2024; adopt Resolution 2024R-077 which augments the budget in the Senior Services Fund; and authorize the County Manager to sign any required documents.

FINANCIAL IMPACT:
Resolution 2024R-077 will augment the budget in the Senior Services Fund, increasing revenues in the "Grant Revenue - Federal" account (260-000 331.500) by $36,525.90 and increasing expenses in the "Grants-Capital Outlay" account (260-680 562.100) by $36,525.90, which is the amount of the grant award amendment. The existing grant in the amount of $120,000.00 was originally approved by the Board of County Commissioners on April 18, 2024. The grant has been assigned project number 24F26. There is no match requirement.

BACKGROUND:
The Community Services Department applied for and was awarded a grant from the State of Nevada Aging and Disability Services Division in the amount of $120,000 to be used to purchase two new vans for the Homemaker program. After soliciting bids for purchase, the Department determined that $120,000 would not adequately fund the purchase of two vans that met the needs of the Department. The Department applied for and was awarded additional funding in the amount of $36,525.90, bringing the total amount of the grant award to $156,525.90. The purchase of these vans will replace existing

sedans that are used by the Department and will allow staff to transport clients in a more safe and comfortable capacity. The original grant had an expiration date of June 30, 2024. Staff has asked for an extension of time and has been advised via email that the grant will have a new end date of September 30, 2024. There is no match requirement.

ATTACHMENTS:

Resolution 2024R-077.pdf
04-000-02-FRFX-24 NOSA A1.pdf
Email documenting extenstion of grant period.pdf
GrantFormsPacket - Homemaker FY24 vehicle purchase ADDITIONAL FUNDS AWARDED.pdf

RESOLUTION NUMBER 2024R-077

RESOLUTION AUGMENTING DEPARTMENT
260
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: FY 24 Homemaker Vehicle Purchase
Project # 24F26

Revenue		
260-000 331.500	Grant Revenue - Federal	36,525.90
	TOTAL REVENUES	36,525.90
Expenditures		
260-680 562.100	Grants-Capital Outlay	36,525.90
	TOTAL EXPENDITURES	36,525.90

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 18th day of July, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division

Agency Ref. #:	**04-000-02-FRFX-24**
Budget Account:	3278
Category:	62
GL:	8580
Job Number:	21027A21 (Func 2305)

SUBAWARD AMENDMENT #1

Program Name: ADSD Grants Management Contact Name: Shawna Eggleston, Shawna@adsd.nv.gov	**Subrecipient's Name:** Douglas County Contact Name: Jennifer Davidson, County Manager / JRDavidson@douglasnv.us
Address: 3208 Goni Road, #I-181 Carson City, NV 89706	**Address:** PO Box 3000 Minden, NV 89423
Subaward Period: 02/01/2024 – 06/30/2024	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to:

☐ Scope of Work ☐ Term ☒ Budget

Reason for Amendment: Supplemental funding.

Required Changes:

Current Language: Total reimbursement through this subaward will not exceed $120,000.00. See Section C of the original subaward.

Amended Language: Total reimbursement through this subaward will not exceed $156,525.90. See attached Section C **revised on 06/26/2024.**

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$0.00	$0.00	$0.00
2. Travel	$0.00	$0.00	$0.00
3. Operating	$0.00	$0.00	$0.00
4. Equipment	$120,000.00	$36,525.90	$156,525.90
5. Contractual/Consultant	$0.00	$0.00	$0.00
6. Other	$0.00	$0.00	$0.00
TOTAL DIRECT COSTS	$120,000.00	$36,525.90	$156,525.90
7. Indirect Costs	$0.00	$0.00	$0.00
TOTAL APPROVED BUDGET	$120,000.00	$36,525.90	$156,525.90

Incorporated Documents:
Notice of Subaward - Federal Funding Sheet
Section C: Budget and Financial Reporting Requirements

By signing this Amendment, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Authorized Subrecipient Official's Name, Title:	Signature	Date
Jennifer Davidson, County Manager -OR- Authorized Signer (Print Name and Title): _____		
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		06/27/2024

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

NOTICE OF SUBAWARD - FEDERAL FUNDING SHEET

Federal Award Computation					
Total Obligated by this Action:				$	36,525.90
Cumulative Prior Awards this Budget Period:				$	120,000.00
Total Federal Funds Awarded to Date:				$	**156,525.90**
Match Required ☐ Y ☒ N					
Amount Required this Action:				$	0.00
Amount Required Prior Awards:				$	0.00
Total Match Amount Required:				$	**0.00**
Research and Development (R&D) ☐ Y ☒ N					
Federal Budget Period: 03/03/2021 – 12/31/2024					
Federal Project Period: 03/03/2021 – 12/31/2024					
FOR AGENCY USE ONLY					
Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**FEDERAL GRANT #:**	
(Governor's Office) American Rescue Plan Act of 2021, US Treasury – Coronavirus State Fiscal Recovery Funds (Allocation #23HCAPD01)	100%	21.027	SLFRP2634	SLFRP2634	
Federal Grant Award Date by Federal Agency:	06/04/2021				

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

SECTION C - AMENDED

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 04-000-02-FRFX-24 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 04-000-02-FRFX-24 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name:	Douglas County	**Type of Service:**	In-Home Services - Homemaker Program
		Type of Subaward (Fixed-Fee or Categorical), if known:	Categorical

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Equipment	**Total: $156,525.90**
List equipment to purchase or lease costing $5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. Equipment costing less than $5,000 should be listed under Operating. Justify these items.	
Enter Description(s) Below:	**Amount:**
(2) Wheelchair accessible vans @ $78,262.95/each	$156,525.90
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL DIRECT PROJECT COSTS	**$156,525.90**

Administrative Expenses or Federal Indirect Cost Rate (FICR)	**Total: $0.00**
Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes capital expenditures and items such as pass-through funds, major subcontract(s) etc. over the first $25,000 in that category, as applicable. Reference the Grant Instructions and Requirements GIR-20-12.	
Choose ONE type of rate according to funding source and provide calculation or explanations:	**RATE:**
1. Independent Living Grant (ILG)/FHN State Funds: **8%**	
2. Federal/Other State Funding: **10%** de minimis (Modified Total Direct Costs - MTDC)	
3. Federal Indirect Cost Rate (**FICR**): Identify approved FICR & attach letter to application. In cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.	
FICR Calculation:	
Other Explanations:	

TOTAL BUDGET REQUEST	**$156,525.90**

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

Enter Info in Orange Cells

A. FUNDING SOURCES	*ADSD Funds*	MATCH	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	N/A						
ENTER TOTAL FUNDING	$156,525.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$156,525.90
EXPENSE CATEGORY								
Personnel	$0.00							$0.00
Travel	$0.00							$0.00
Operating	$0.00							$0.00
Equipment	$156,525.90							$156,525.90
Contractual/Consultant	$0.00							$0.00
Other Expenses	$0.00							$0.00
Indirect	$0.00							$0.00
TOTAL EXPENSE	**$156,525.90**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$156,525.90**
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$0.00	Total Program Budget	$156,525.90
Indirect % of Budget	0.00%	ADSD Percent of Program Budget	100%

B. Comments regarding budget summary, if applicable.

N/A

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

No match required.

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

N/A for current funding request. A suggested donation for homemaker services is $3.00 per week, but not required for services.

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed $156,525.90;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

Geoffrey Bonar

From: Lisa Torres
Sent: Friday, June 28, 2024 10:28 AM
To: Linda Skaggs; Jodi Martinez; Jenifer Davidson; Geoffrey Bonar; Debbie Swickard; Brook Adie; Amanda Reid
Cc: Emily deBoer; Alexandra Crocket; Kristi Martin; Patricia Melgar
Subject: RE: ADSD Amended Notice of Subaward - Douglas County (FY24 - Homemaker - GFO ARPA)

Good morning,

After some communication with Shawna, our grant specialist, we will be receiving a new NOSA soon reflecting an extension date of 9/30/24.

Thanks and have a great weekend!



Lisa Torres
ADMINISTRATIVE SERVICES MANAGER
Douglas County Social Services
2300 Meadow Lane, Gardnerville, NV 89410
PH: 775.782.9825 | Direct: 775.782.6403

From: ADSD Grants <ADSDGrants@adsd.nv.gov>
Sent: Thursday, June 27, 2024 3:42 PM
To: Lisa Torres <ltorres@douglasnv.us>; Linda Skaggs <LSkaggs@douglasnv.us>; Jodi Martinez <jmartinez@douglasnv.us>; Jenifer Davidson <JRDavidson@douglasnv.us>; Geoffrey Bonar <gbonar@douglasnv.us>; Debbie Swickard <DSwickard@douglasnv.us>; Brook Adie <BAdie@douglasnv.us>; Amanda Reid <areid@douglasnv.us>
Cc: Shawna Eggleston <Shawna@adsd.nv.gov>; Emily deBoer <EDeBoer@adsd.nv.gov>; Alexandra Crocket <ACrocket@adsd.nv.gov>; Kristi Martin <kmartin@adsd.nv.gov>; Patricia Melgar <pmelgar@adsd.nv.gov>
Subject: ADSD Amended Notice of Subaward - Douglas County (FY24 - Homemaker - GFO ARPA)

CAUTION: This email originated from outside of the organization. If you did not expect to receive something from this sender - we suggest you call the sender to verify (only if you know the sender).

Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

PLEASE READ THE ENTIRE CONTENT OF THIS E-MAIL

This e-mail is to inform you that your organization's State of Nevada, Aging and Disability Services Division

(ADSD) **FY24 Notice of Subaward (NOSA) for Homemaker Services (GFO-ARPA) has been amended to reflect supplemental funding.**

NOSA IS ATTACHED.

To accept the amended subaward, an authorized representative of the subrecipient organization (sponsor) must **sign and return the NOSA** to your assigned ADSD grants representative within ten (10) days of receipt. Scanned or electronic signatures are acceptable.

For technical assistance on your subaward, please contact the ADSD representative listed on the Notices of Subaward.

ADSD Grants Management
Office of Community Living
Nevada Department of Health and Human Services
Aging and Disability Services Division
Email: ADSDGrants@adsd.nv.gov
www.dhhs.nv.gov | www.adsd.nv.gov

Helping People. It's who we are and what we do.

Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting www.nevada211.org

NOTICE: This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	3/21/2024	**Fund-Department #**	260 680
Project Number	24F26	**Fund-Department Name**	Senior Services
Grant Title	FY 24 Homemaker Vehicle Purchase		
Grant Purpose	Purchase two ADA accessible vans for the Homemaker program		
Awarding Entity	Nevada Department of Health and Human Services - Aging and Disability Services Division		
Total Grant Funds	$ 120,000.00		
Grant Start Date	2/1/2024	**End Date**	6/30/2024
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)	
Federal CFDA#	21.027		
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☑ Upon Completion		
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt**	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash		

County Contact Information

Contact Name	Geoff Bonar	**Phone#**	782-6243
Contact email	gbonar@douglasnv.us		

Grantor Information

Grantor Contact Name		**Grantor Contact Phone #**	
Grantor Contact Email			
Pass-Through Entity	NV Health and Human Services	**Pass-Through Contract #**	04-000-02-FRFX-24
Pass-Thru Contact Name	Shawna Eggleston	**Pass-Thru Contact Phone #**	
Pass-Thru Contact Email	shawna@adsd.nv.gov		

Financial Information

Revenue			**Source of Funds**
260-000 331.500	Grant Revenue - Federal	$ 156,525.90	ADDING FUNDS, 36,525.90 to EXISTING AWARD
260-000 331.510	Grant Revenue - State	$ -	
260-000 360.300	Grant Revenue - Non-Govt.	$ -	
	Match - Non Grant Reimbursement	$ -	
	Total Revenue	$ 156,525.90	

Expenditure			**Is this Budgeted?**	
Various	Salaries & Benefits	$ -		
260-680 511.150	Grant Match - Salary	$ -	☐ Yes	☐ No - explain below
260-680 511.999	Grant Match Offset	$ -		
	Where is the match coming from?		GL	
260-680 540.010	Grants-Services & Supplies	$ -		
260-680 541.501	Grant Match - Serv & Supplies	$ -	☐ Yes	☐ No - explain below
260-680 533.999	Grant Match - Serv & Supplies Offset	0.00		
	Where is the match coming from?		GL	
260-680 562.100	Grants-Capital Outlay	$ 156,525.90	ADDING FUNDS, 36,525.90 to EXISTING AWARD	
260-680 562.110	Grant Match - Capital Outlay		☐ Yes	☐ No - explain below
	Where is the match coming from?		GL	
	Total Expenditure	$ 156,525.90		

Where will match funds come from?

Estimated Grant Funds (including County Match) by Fiscal Year

Year	**Amount**	
FY23-24	$ 120,000.00	
FY24-25	$ 36,525.90	ADDING FUNDS, 36,525.90 to EXISTING AWARD
FY25-26	$ -	
Total	$ 156,525.90	

Required Approvals

Approval to apply	*D Swickard*	**Date**	**3.21.24**
Approval to add additional funds	*Debbie Swickard*	**Date**	**6.28.24**

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	3/21/2024	**Fund-Department #**	260	680
Project Number	24F26	**Fund-Department Name**	Senior Services	
Grant Title	FY 24 Homemaker Vehicle Purchase			
Internal Review Committee		**Date**	7.3.24	
Board of County Commissioners		**Date**		

AGENDA ITEM NO. R.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Approve the First Amended Contract for Services of Independent Contractor between Douglas County and Traci Isherwood for the Sagebrush Sprouts Preschool program; 2. Authorize the County Manager to sign the amendment; and 3. Approve a $100,000 purchase order for Fiscal Year 2024-25. (Geoff Bonar)

RECOMMENDED MOTION:
1. Approve the First Amended Contract for Services of Independent Contractor between Douglas County and Traci Isherwood for the Sagebrush Sprouts Preschool program; 2. Authorize the County Manager to sign the amendment; and 3. Approve a $100,000 purchase order for Fiscal Year (FY) 2024-25.

FINANCIAL IMPACT:
The contractor will provide the service in exchange for 95% of the gross preschool tuition payments for the year and the County will receive 5% of the gross preschool tuition. After June 30, 2025, the County's portion will increase each year by 2% (but the contractor's share will not go below 89%) as follows:
FY 2025-26 the contractor will receive 93% of gross preschool tuition;
FY 2026-27 the contractor will receive 91% of gross preschool tuition;
FY 2027-28 the contractor will receive 89% of gross preschool tuition; and
FY 2028-29 the contractor will receive 89% of gross preschool tuition and the County will receive 11% of gross preschool tuition.
The dollar amount received by the County will vary based on enrollment to the program. Revenues related to the program are deposited in the "Preschool" revenue account in the Room Tax Fund (234-000 343.200) which has a budget for Fiscal Year 2024-25 of $100,000. Expenses related to the preschool are budgeted in the "Preschool" expense account in the Room Tax Fund (234-815 532.051) which has a budget for Fiscal Year 2024-25 of $125,000.

BACKGROUND:

Douglas County has offered a preschool program since 1982. The program has been operated by Sagebrush Sprouts LLC since 2023. It is an outreach program sponsored by Douglas County Community Services / Parks & Recreation Department. The program is located at the Douglas County Community & Senior Center (1329 Waterloo Lane in Gardnerville). The program will be operated by an independent contractor licensed through the Health Care Quality and Compliance Department with the State of Nevada and will offer Douglas County School District approved curriculum for kindergarten readiness. The program is a critical piece to the multi-generational operation of the Community Center with integrated impacts into the Douglas County Senior Center and Douglas County Adult Day Care Program.

The contractor will provide the service in exchange for 95% of the gross preschool tuition payments for the year and the County will receive 5% of the gross preschool tuition. After June 30, 2025, the County's portion will increase each year by 2% (but the contractor's share will not go below 89%) as follow:
FY 2025-26 the contractor will receive 93% of gross preschool tuition;
FY 2026-27 the contractor will receive 91% of gross preschool tuition;
FY 2027-28 the contractor will receive 89% of gross preschool tuition; and
FY 2028-29 the contractor will receive 89% of gross preschool tuition and the County will receive 11% of gross preschool tuition.

The original contract expired on June 30, 2024 and the gross percentage the contractor was to receive was set to decrease. Since the preschool was not up and running until March 2024, it was decided the contract would be amended to allow for the contractor to receive the 95% of gross income for one more year. The amended contract language includes a 5 year term whereas the original contract was only for 1 year.

This contract will automatically renew each year for the next five years, through June 30, 2029, unless terminated by either party.

ATTACHMENTS:
Year 2 - Sagebrush Sprouts Preschool Amended Contract 7.1.24.pdf

FIRST AMENDED CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between Douglas County Community Services / Parks & Recreation Department and

Traci Isherwood

1037 Wisteria Drive

Minden, NV 89423

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors 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 and,

WHEREAS, the contractor represents that he/she is duly qualified, equipped, staffed, ready, willing, and able to perform and render the services herein described.

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

1. Effective date and term of contract. This contract shall not become effective until and unless approved by the Douglas County Board of Commissioners, and once approved and executed by both parties, shall remain in effect until June 30, 2029, unless terminated sooner in accordance with Article 14.

2. Independent contractor status. The parties agree that the contractor shall have the status of an independent contractor and that this contract by explicit agreement of the parties incorporates and applies the provisions of NRS 333.700(3)(b), as necessarily adapted to the parties including that contractor is not a County employee, and that there shall be no: (1) withholding of income tax by the County; (2) industrial insurance coverage provided by the County; (3) participation in group insurance plans which may be available to employees of Douglas County; (4) participation or contributions by either the independent contractor or the County to a public employee's retirement system; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by the County if the requirement of NRS 612.085 for independent contractors are met.

3. Industrial Insurance. Contractor agrees, 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, to provide the County with a work certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

Traci Isherwood has entered into a contract with Douglas County to perform work from September 1, 2023 to June 30, 2029 and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, 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.

4. Scope of services to be performed by contractor. The parties agree that the services to be performed by contractor are as follows:

A. Operate the Valley Preschool program(s) at the Douglas County Community & Senior Center in Gardnerville, Nevada in accordance with Attachment A, Parental Handbook, attached hereto.

B. Comply with all conditions for maintaining a licensed childcare and preschool program per all applicable Federal and State of Nevada statutes, regulations, and standards for childcare and preschool facilities.

C. Maintain the program as a Douglas County Community Services / Parks & Recreation affiliated activity.

D. Comply with all Douglas County Community Services / Parks & Recreation Department Program and Facilities Manual requirements, including the Douglas County Community Services / Parks & Recreation Department satisfaction guarantee.

E. Promote this program through listings in the Douglas County Community Services / Parks & Recreation Department's (the "department") publications and promotions. Press releases and flyer distribution are also expected to maintain a consistent marketing effort for the program. All promotional material must be reviewed by the Douglas County Community Services / Parks & Recreation Department prior to distribution.

F. Manage, and operate this program in accordance with the rules and regulations established by the Douglas County Community Services / Parks & Recreation Department with respect to use of facilities.

G. Require all participants to register using registration forms supplied by the Douglas County Community Services / Parks & Recreation Department and make payment at the Douglas County Community & Senior Center on Waterloo Lane. The contractor will not accept

any payment or allow anyone to participate in the activity free of charge or at a reduced rate without the department's prior written approval.

H. Staff the program and train employees at a level which ensures compliance with applicable Federal and State of Nevada licensing requirements in order to ensure the highest degree of supervision and quality for the program. If additional staff members are hired the contractor shall provide results of the background check and references of each new hire including an F.B.I. fingerprint background check.

I. Supervision. The Director must personally supervise the program in accordance with applicable Federal and State of Nevada licensing requirements.

J. Payments and refunds. The contractor shall require, from each participant, tuition payment for the services rendered by this program. Tuition amounts charged to participants shall be mutually agreed upon in writing by the parties to this agreement. The contractor does not have the unilateral right to reduce, increase or waive fees for any program participant. The Douglas County Community Services / Parks & Recreation Department must agree in writing to reduce, increase, waive, or adjust fees at its sole discretion. The contractor agrees to abide by the Douglas County Community Services / Parks & Recreation Department satisfaction guarantee and allow refunds at the Douglas County Community Services / Parks & Recreation Department's sole discretion. The contractor may from time to time offer special events, programs, crafts or classes which require additional fees from participants. All of these programs must first be reviewed and approved by the department.

5. Disputes. Should any disputes arise between the contractor and the Community Services / Parks & Recreation Department regarding day-to-day operations of the preschool program, the Parks & Recreation Advisory Board will review and make recommendations to the County Manager, who shall have the final authority and responsibility to resolve any operational disputes.

6. Equipment. The contractor agrees to provide all equipment, supplies, craft material, snacks, and other materials necessary to operate a quality preschool program. Douglas County Community Services / Parks & Recreation Department remains the owner of all fixed assets of Douglas County needed and utilized by the contractor for the preschool program. Douglas County Community Services / Parks & Recreation Department will be responsible for reasonable maintenance and replacement of any of the County owned property utilized by the contractor, unless willfully or maliciously damaged by contractor.

7. Douglas County vans may be utilized for the transportation of preschool participants and staff. The vehicles shall be used for the transportation designated by contractor within the Application for Vehicle Use submitted to Douglas County prior to the proposed event requiring transportation. A request for vehicle use will be granted based upon availability after the needs of the Parks & Recreation department have first been met. A Douglas County employee must be utilized to drive the County vans. The Douglas County Community Services / Parks & Recreation Department will assign qualified and licensed drivers for each vehicle to be used and

Contractor shall pay Douglas County for staff time based on the Douglas County employee's hourly rate.

8. Payment for services. The contractor agrees to provide the services set forth in this agreement in exchange for payment to contractor of __95__% of the gross preschool tuition payments received by the County from the commencement of this agreement through June 30, 2025, which shall be reduced by __2__% each fiscal year (defined as July 1st through June 30th) thereafter for the term of the contract until the percentage paid to contractor reaches 89 % of the gross preschool tuition payments received by the County. At no time during the term of the contract shall contractor receive less than 89% of the gross preschool tuition payments received by the County. In addition, the County does not agree to reimburse the contractor for travel expenses, and per diem allowances at County approved rates, unless the contractor has received prior written authorization for travel expenses from the Community Services / Parks & Recreation Department. The contractor will receive compensation on a regular basis in accordance with the County's standard claim and payment schedule.

9. Facility Utilities, Maintenance, and Custodial/Cleaning Responsibilities. The County agrees to provide and pay for use of all Preschool facilities including utilities, trash, and phone service and facility maintenance. The contractor agrees to provide routine custodial and cleaning services for facilities provided by the County and used by the contractor including sweeping, mopping, dusting, and debris pickup caused by the contractor's activities.

10.Alterations to facilities. The contractor shall not make any permanent alterations or permanent additions to any portion of the premises covered in this agreement or cause any equipment belonging to the County to be modified or altered without having first obtained the County's written consent. The contractor shall not be reimbursed for any permanent alterations or permanent additions to any portion of the premises covered by this agreement which occur after the execution of this agreement.

11. Insurance. The contractor shall file with the County prior to operation of the Preschool programs evidence of liability insurance in the amount of $2,000,000.00 covering the contractor's preschool program activities, and naming Douglas County as additionally insured. The contractor shall save and hold the County harmless against all claims, demands, losses, damages, or liability arising out of loss or damage to the property, injury or death to persons resulting from the use or operation of the Douglas County Preschool program by contractor, contractor's agents or employees. The contractor agrees to hold harmless, indemnify, and defend Douglas County against all claims, demands, losses, damages, or liability arising or out of loss or damage to property, injury or death to persons resulting from use or participation in Preschool programs.

12. Licenses, permits, and taxes. The contractor shall: (a) obtain any and all permits or licenses which may be necessary by law to conduct the Preschool programs. He/she shall pay any and all taxes which may be assessed against him/her or his/her property or which are otherwise owed by the contractor in regard to these services, (b) maintain, during the entire term of this agreement all the conditions of the State of Nevada preschool license.

13. Facilities to be provided by County. The contractor shall have use of the following facilities during the times indicated. Douglas County Community & Senior Center areas: preschool room, activity room, restroom, office area, and access to a lunchroom refrigerator - 8:00 a.m. to 5:00 p.m., Monday through Friday, year around, state and federal holidays excepted.

14. Termination of agreement. Either party may terminate this agreement without cause and without damages or penalties of any kind by providing at least 60 days written notice to the other party.

15. Notices. Any notices to the contractor may be served personally or may be deposited in the post office, postage paid, addressed to the contractor. Any notices by the contractor to the County may be deemed properly served on the County if the same is delivered to the Community Services / Parks & Recreation Department or deposited in the post office, postage paid, addressed to the County at 1594 Esmeralda Avenue, Minden, Nevada 89423.

16. Non-waiver. The failure of the County or the contractor to insist upon strict performance of the terms and conditions shall not be construed as a waiver or relinquishment of any of the conditions of this agreement, but the same shall be and shall remain in full force and affect.

17. Assignment. This agreement may not be assigned to any other person or persons in whole or in part, nor shall any portion of the facilities be sublet or used by any other person in any other manner, whatsoever, without the expressed, written approval of the Douglas County Board of Commissioners.

18. Severability. It is understood and agreed by all parties that if any part term or provision of this agreement, is held by a court of law to be illegal or in conflict with any law, rule, or regulation, the viability of the remaining portion of the provisions shall be in effect, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain a particular part, term, or provision held to be invalid.

19. Indemnification/hold harmless provision. The contractor shall, at his/her sole expense, defend, indemnify, and hold harmless, the County, it's employees, elected officials, agents, and assigns, including attorney's fees and cost of suit, in any action brought against Douglas County, its employees, elected officials, agents, assigns, based on the acts or omissions of the contractor, or contractor's employees under this agreement.

20. County inspection. The services, records, documents, and practices of the contractor related to this contract shall be subject to inspection and examination by the County including, but not limited to, the contracting agency, the County Manager, the District Attorney, the Douglas County Community Services / Parks & Recreation Department, and if applicable, the Comptroller General of the United States or any other authorized representative of those agencies.

21. Disposition of contract materials. Any materials supplied to the contractor in the performance of his/her obligations, under this contract, shall be the exclusive property of the

County, and all such materials shall be remitted and delivered at the contractor's expense, by the contractor to the County upon completion, termination, or cancellation of this contract. If at any time during the retention, the County in writing requests any and all of the materials, then the contractor shall promptly remit and deliver the materials, at the contractor's expense, to the County. The contractor shall not use, willingly allow, or cause to have any such material used for the purpose other than the performance of the contractor's obligation under this contract.

22. Public record. The contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by the contractor including those remitted to the County by the contract, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as a public record pursuant to the Nevada Revised Statute, chapter 239, and shall be available for inspection and copying by any person as defined in Nevada Revised Statute 0.039, or any governmental entity. The contractor expressly, and indefinitely waives all of his/her rights to bring, including but not limited to by way of complaint, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or exclusion for damages for any other relief in any administrative or judicial form against the County or any of its officers or employees, and either their official or individual capacity or violation of/or infringement of its copyright laws of the United States of any other nation.

23. Modification of contract. This contract constitutes the entire contract and agreement between the parties, and may only be modified by written amendment, signed by the parties, and approved by the Board of County Commissioners.

24. Payroll Bond for Contractor Employees. Throughout the term of the agreement, Contractor is required to post a payroll bond satisfactory to the County, which is sufficient to cover a minimum of two (2) weeks payroll for the Contractor's employees.

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

Traci Isherwood
Director, Sagebrush Sprouts Preschool
CONTRACTOR

By: _____
Date: 7/2/24

ATTEST

By: _____
County Clerk

DOUGLAS COUNTY

By: _____
Chairman, Douglas County Commission

Date: _____

APPROVED AS TO FORM

By: _____
District Attorney

ATTACHMENT A

Sagebrush Sprouts Preschool Parent Handbook

Douglas County has been offering a Pre-K Preschool since 1982. It is an outreach program sponsored by Douglas County Community Services / Parks & Recreation Department. The Pre-K Preschool program is located at the Douglas County Community & Senior Center - 1329 Waterloo Lane in Gardnerville.

It is our policy to accept all eligible children, regardless of racial, cultural, religious or social-economic backgrounds.

We hope to give your child a positive early learning experience, while giving the basic skills needed for discovering themselves and the world around them.

PHILOSOPHY:

We believe that our job is to foster and encourage children to discover the world around them. Our philosophy is one of providing as many different experiences as possible. Each child is a unique individual with many special needs and abilities. Please let us know if your child has any special need or abilities so we can do our best to accommodate. By setting a good example, having a wholesome attitude and atmosphere, encouraging the children, and giving them honest praise, our staff will help them to explore the opportunities surrounding them. Because children grow and change in many different ways, they need an environment with experiences that nourish them according to their own stage of development. We work to improve each child's self-image, competence and confidence in a child, which produces an eager and interested student in the future years.

We believe children need adults who accept and respond to them in loving ways. We believe in interaction between generations. We anticipate the heavy use of senior citizens and retired educators to work as volunteers or as staff within the program. Children learn best in their own special way. For this reason, experiences in math, science, and music and pre-reading skills should involve their bodies and senses, while stimulating their curiosity.

Young children should be encouraged to create their own artwork, play spaces and games. Through this creative endeavor, children learn to relate to others, explore ideas, and to a certain degree, control their environments. We believe that a child should feel happy in school, that they should be eager to come and to learn.

PROGRAM DESCRIPTION:

The Pre-K activities are planned to benefit the child physically, mentally, socially, creatively and intellectually. This program will be teaching/following the Pre-K Common Core Nevada State Standards.

The child is exposed to a variety of concepts through "hands-on" experiences. The child learns through successful interaction with the materials, teachers, senior volunteers, and other children. Program will have a strong emphasis on providing the skills your child will need to be ready for

kindergarten. Productions involving music, singing, drama, dance and movement will take place in front of a senior citizen audience.

Program Learning Standard areas:

Creative Expression: learn a variety of approaches to solve problems, learning to make connections, music, singing, explore and learn about different musical instruments, listening, movement and rhythm activities, dramatic play, crafts using different mediums, identify colors,

Language/Early Literacy: learn and identify own name, rhyming, letter recognition and letter sounds, start to recognize environmental print (e.g. Stop/exit), learn parts of a book (e.g. front/back cover), learn to love reading/books, story retelling with/without props, listening, communication, experiment with writing tools (e.g. pencils/crayons/markers), tracing, write own name, trace and write letter, finger plays, puppetry, role playing and sharing time.

Mathematics: identify shape (2D and 3D), measurement of objects (taller/shorter), sorting/grouping, patterns, counting, recognizing numbers, writing numbers, problem solving, spatial relationships, calendar, manipulative, and block play.

Physical Development/Health and Safety: learn movement patterns, movement formation, dance, learn left from right, fine motor skills, hygiene skills (e.g. handing washing/covering mouth and nose when sneezing or coughing), identify simple body parts (e.g. eyes/nose/ears/mouth), healthy habits/nutrition, self-management (express basic feelings: happy/sad/angry), safety awareness (e.g. crossing the street), interpersonal communication (e.g. seeking help with a safety situation.

Science: Observing the environment, experimenting, Earth science (weather/seasons/water cycle begin to learn about the solar system), sorting objects by physical characteristics, force, living thing (including learning about habitats), basic needs (water/food/air), living/nonliving things, identify plants and animals, and finding the answers to children's questions.

Social Studies/Social Emotional: learn about different cultures, social responsibility and change, spatial terms (e.g. up/down, and blow/above), identify weather conditions, learn about jobs within the community, learn and follow rules, promote self-confidence and self-direction, express and identify feelings, positive relationships with others and the community, learn problem solving skills, dramatic play, focusing skills.

PreK Common Core Nevada State Standards can be found at the following link: https://doe.nv.gov/uploadedFiles/nde.doe.nv.gov/content/Early_Learning_Development/State_PreK/PreKStandards.pdf

CALENDAR:

The preschool will be open year-round and will operate Monday through Friday. The preschool will be closed during State/County observed holidays.

TUITION:
Tuition is based on the costs of operating the school. An average cost per day is established and used to calculate monthly tuition amounts based on number of days attending each month. You must give 1 -month notice, in writing, if you wish to terminate your child's enrollment. If no notice has been given any you don't return to school the next month, you will be billed for that month and will serve as your notice.

PAYMENT:
The school depends upon each month's tuition to pay for its current expenses. Tuition fees are due by the 30th of the prior month by 5pm.

REGISTRATION FEES:
A fee of $85.00 (non-refundable) is payable to the Community Center when you enroll. This fee allows staff time to process paperwork and order basic supplies for your child.

PAYMENT IN CASES OF WITHDRAWAL FROM PROGRAM:
Each child is enrolled for the entire school year or the balance of the school year. Two (2) weeks tuition is payable upon the child's withdrawal from the program before June 1st.

MAKE-UP DAYS FOR ABSENCES:
We are licensed to handle a certain number of children per day. Therefore, we cannot grant opportunities to make up lost days as a result of absences. Vacations and illnesses cannot be prorated.

AUTHORIZATION TO PICK UP CHILD:
No child will be released to a person not authorized by a parent to pick up the child from school. We must have written or verbal authorization directly from a parent for changes in this respect.

SNOW DAY POLICY:
The preschool will only close (due to snow conditions) for the day if the Douglas County School District (valley) closes. Families will be notified via a communication system, such as ClassDojo and/or email/text by 7:00am In the event of closing due to "snow days", makeup days will not be allowed. You will be credited the fees towards your payment for the following month.

If you have already paid for that month, or a credit will be posted to your account and go towards the following months tuition.

PARENT PARTICIPATION/INVOLVEMENT:
The school is only as effective as its parents and staff. Our school is based upon the principles of constant support and active participation of the school outside the classroom. It is this support which has enabled the school to provide the educational services it now has.

We are always looking of volunteers to help with planning special events, public relations activities, career sharing, recruitment of future students and many other activities. All volunteers

must comply with the County Volunteer Program Policy (200.50) and be fingerprinted, and background checked.

This is an opportunity to say "many thanks" for helping us to create a caring environment for the total child.

We welcome volunteers and classroom helpers. If you would like to volunteer/help, please see the Director for more information.

OBSERVATION, CONFERENCES AND SPECIAL EVENTS:

We always welcome you to come and observe and see what your child is learning any time of the school day. We also welcome you to come and observe the program before enrolling your child. If you would like to participate in the classroom, please check with the Director to sign up for a time.

Contact and communication between parent and teacher is very important. If you wish to discuss a problem regarding your child, please speak with your child's teacher or the director before or after school hours to have a conference arranged.

It is important that you keep the teachers informed of any changes in the home situation that might affect your child, or anything that comes up in conversation with him/her that you think the school should be aware of.

If you have any questions concerning anything that you observe, please don't hesitate to reach out to the teachers or Director they will be happy to talk with you. We are always open to new ideas and suggestions. We want to be the best Pre-K that we can be, and we can only do this with your feedback.

FAMILY & COMMUNITY PARTNERSHIPS:

Our program works with different community members to help build a strong relationship that will support the growth and development of your child. Some of the community partners include: The Douglas County Community Services/Parks and Recreation department, Nevada Offices of Health and Human Services, Douglas County School District, and more.

When you enroll your child in our school, we assume the responsibility of giving your assistance with special needs in relation to your child's school adjustment and his/her growth development.

A. Conferences in relation to your child's progress will be arranged upon request.
B. You will be referred to persons who provide special services if we feel that your child needs further evaluation of his/her school performance.
C. Your own child will be given maximum consideration as an individual. We will look after his/her health and safety while at school and present a planned program geared to what we believe to be developmentally sound and educationally beneficial.

MESSAGES & ANNOUNCEMENTS:

Teachers will not be called from classrooms for phone calls except in emergencies. If you have a message for a teacher, take a moment before you leave home to write a note, or call the office at 775-782-5500. Announcements will be communicated to parents via a communication app, such as Class Dojo, on a monthly calendar, and posted in our newsletters.

NUTRITION & SNACKS:

Please provide nutritional snacks for your child to enjoy during snack time each day. Snack ideas include cheese, goldfish, granola bars, fruit, crackers. A lunch is required to be provided from home every day. Due to time, we are unable to heat up lunches.

If your child has a food allergy, please notify staff and make sure it is on their paperwork. If your child needs an Epi-pen for allergies, please notify the staff and complete the paperwork.

BIRTHDAYS:

If you would like us to celebrate your child's birthday with a special treat, you are welcome to bring in something for sharing.

PERSONAL BELONGINGS & CLOTHING:

Please make sure that your child is dressed in cloths that allow them to be comfortable and are appropriate for running and playing outdoors. We recommend that your child wear tennis shoes. Be sure to send jackets/outerwear appropriate for the season and the days weather.

Please make sure to keep a change of clothing in your child's backpack, in case of an accident. Also remember to update this change of clothing so it is season appropriate.

Please make sure to have your child bring the following supplies each day to school with them: Backpack, lunch, morning and afternoon snacks, extra change of clothing.

Please do not send toys to school. Toys are to stay at home. We are not responsible for any lost or broken items/toys from home.

DROP-OFF & PICK-UP:

Please come into the school to drop-off ad pick-up your child. A staff member will be present to greet and say good-bye to each child. You must sign your child in and out each day. We will not release your child to anyone that is not on their pick-up list. If you need/want someone else to pick-up your child that isn't on the pick-up list, you will need to communicate to the teacher or Director in writing who will be picking up the child.

Program hours are Monday thru Friday 7:30am to 5:30pm. If you know you are going to be late for pickup, please notify the school immediately so that we can reassure your child. There is a $5 charge for every 15 minutes you are late. Consistent lateness after that hour may be cause for dismissal.

FIELD TRIPS & OFF-SITE ACTIVITIES:

We may occasionally go on walks to Lampe Park or around the Community Center to expand our learning and explore our environment or to practice safety rules.

For your child to participate in these activities throughout the year, there must be a signed permission form by a parent/guardian on file for the field trips outside of the facility.

ENROLLMENT/ADMISSION REQUIRMENTS:

A Health Statement form must be completed and returned within 30 days of your child's first day of school. This form is required by Nevada State Law and must be kept on file at the school for inspection. If this form is not returned, we can refuse admission to our program.

A copy of your child's current immunization record must be kept on file to comply with Nevada State Law. Exemptions can be granted for medial or religious reasons. A letter must be provided by a medical doctor. If your child is not fully vaccinated for a vaccine-preventable disease, and an outbreak should happen, your child must be taken out of school for the length of time that is determined by the Nevada Department of Public Health. A completed child enrollment record must be on file.

ILLNESS, HEALTH, REGULATIONS & MEDICATIONS:

If your child is not feeling well or is sick, please keep them home. If during the day your child appears to not be feeling well, we will contact you. You will be required to arrange immediate pick-up of your child. If you can't be reached, then the person listed on the emergency contact will be contacted to come get the child. Your child will be sent home if they have diarrhea at occurs 2 or more time in the day. The child may return to school when they haven't had any diarrhea for at least 24 hours.

Keep your child at home if they have any of the following symptoms:

- ◊ If they aren't well enough to participate in regular program activates.
- ◊ If they have a fever of 101 degrees or higher
- ◊ Vomiting within last 24-hour period
- ◊ Unexpected diarrhea or loose stool
- ◊ If they have been advised to stay indoors
- ◊ Has nasal discharge
- ◊ Has a consistent cough

Children may **NOT** attend school if they have any symptoms or signs of:

- ◊ Pink Eye (children can return to school after being on medication for 24 hours)
- ◊ Strep Throat (children must be on medication for at least 24 before returning to school)
- ◊ Head Lice (children may not return to school until they are treated with proper medication and are free of NITS)
- ◊ Chicken Pox (children must remain home 7-10 days or until all pox have scabbed over)

If there is any contagious disease, we will notify parents and share any information concerning these diseases as they appear in the classroom. Names of infected children will remain confidential.

DISCIPLINE:
It is our philosophy to enhance a child's behavior through positive guidance, redirection of the child's behavior and the setting of clear-cut limits on behavior. Our staff will not for any reason:

1. (a) inflict physical punishment, in any manner or form upon any child,
2. (b) verbally abuse or threaten a child,
3. (c) make derogatory remarks about the child or his family,
4. (d) threaten a child with the loss of love of any person,
5. (e) threaten a child with punishment by a deity,
6. (f) subject a child to any form of punishment which pertains to food or rest or restricts the use of a toilet or other bathroom fixture, or
7. (g) subject a child to any form of punishment by other children. Parental consent to allow any person within the facility to punish a child contrary to the provisions of this section is void.

Disciplinary measures used in our preschool will be consistent with supportive, positive action, and may include: holding a child's arm to prevent hitting, bodily picking up the child and removing him from the group, and sitting with the child until he is ready to play without hitting, or isolating the child under observation for no more than 10 minutes, informing the child in a simple, positive manner what conduct is expected while he is at our preschool, praising and recognizing a child who behaves in the expected manner and directing a child who is in a situation that is creating problems to a new activity.

REPORTS OF CHILD ABUSE OR NEGLECT:
If any of our staff suspects that child abuse or neglect is occurring with any of our students anywhere or at any time, we will immediately report our suspicions to the State of Nevada Division of Child and Family Services.

SMOKING, ALCOHOL, & FIREARMS:
The use of tobacco, alcohol, vapes, any illegal substances, Firearms and/or any other known hazards that put children at risk are prohibited anywhere within our facility.

SECURITY:
All doors to the school will remain locked during school hours. The gates on the playground will remained closed during the school hours.

EMERGENCY & DISASTER PLAN:
Each month we conduct a fire drill with the children. We show the Children what to do and where to go in case we need to leave the building for a fire. Fire inspections are conducted annually by East Fork Fire. We conduct 1 disaster drill every 3 months. We will also practice earthquake drills and participate in the Great Shakeout Drill (October 19th) every year.

For all drills/disasters we will maintain a head count using the sign-in/sign-out book. This book includes all children's first and last name, arrival/departure times. It also contains all staff members present for the day.

In case of an emergency that requires us to evacuate the building and surrounding area, we will do so by evacuate to 1323 Waterloo Ln (Douglas County Parks Building, located next to the skate park). If for some reason, we are unable to go to our first location we will head across the street to Lampe Park under the pavilion.

All staff is certified in CPR, First Aid, and AED training.

Parent signature page

Parents/guardians:

The handbook is for you to keep and hope it can answer some of the most common questions, we get asked. Our goal is to create a fun, creative, and positive learning environment so that your child can take their first step to their future.

Sagebrush Sprouts Preschool will notify parent(s) of a child enrolled in the facility and child care licensing of significant changes in the services offered by the facility.

Please sign this page and return it after you have review it as evidence that you are aware of your policies and procedures.

Parent/Guardian signature _____ **Date:** _____

Name of child enrolled: _____

AGENDA ITEM NO. S.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Accept Subaward Amendment #1 to the State of Nevada, Department of Health & Human Services, Aging & Disability Services Division (ADSD) Nutritional Services Incentive Program (NSIP) Grant, in the amount of $15,621, with a grant period of October 1, 2023, through September 30, 2024; 2. Adopt **Resolution 2024R-076** which augments the budget in the Senior Services Fund for Fiscal Year 2024-25 to account for the grant increase; and 3. Authorize the County Manager to sign any required documents. (Geoff Bonar)

RECOMMENDED MOTION:
Accept Subaward Amendment #1 to the ADSD Nutritional Services Incentive Program Grant as presented, adopt Resolution 2024R-076 which augments the budget to account for the grant increase, and authorize the County Manager to sign any required documents.

FINANCIAL IMPACT:
Resolution 2024R-076 will augment the budget in the Senior Services Fund, increasing revenues in the "Grant Revenue-Federal" account (260-000 331.500) by $15,621 and increasing expenses in the "Grants - Services and Supplies" account (260-680 540.010) by $15,621, which is the amount of the grant subaward amendment. The existing grant in the amount of $13,913 was originally approved by the Board of County Commissioners on January 31, 2024. The grant has been assigned project number 24F20. The grant has no match requirement.

BACKGROUND:
This is a federal grant award that is issued through the Administration for Community Living, Older Americans Act Nutrition Services Incentive Program (NSIP). The award is received by the State of Nevada Aging and Disability Services Division, who then issues grant funds to Douglas County. The State initially awarded the County $13,913 for the NSIP program. The State recently awarded an additional $15,621 in funding to the County, bringing the total for this grant award to $29,534. The grant period is October 1, 2023, through September 30, 2024. The funds are used to help subsidize the Senior Services Department for food purchases which allow the Department to provide meals for the

Congregate Dining and Meals on Wheels programs. There is no match requirement.

ATTACHMENTS:
Resolution 2024R-076.pdf
04-000-57-NX-24 NOSA A1.pdf
GrantFormsPacket_updated07212023 - NSIP - FY24 ADDITIONAL FUNDS.pdf

RESOLUTION NUMBER 2024R-076

RESOLUTION AUGMENTING DEPARTMENT
260
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: ADSD NSIP grant - FY24
Project # 24F20

Revenue		
260-000 331.500	Grant Revenue - Federal	15,621.00
	TOTAL REVENUES	15,621.00
Expenditures		
260-680 540.010	Grants-Services & Supplies	15,621.00
	TOTAL EXPENDITURES	15,621.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 18th day of July, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley A. Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division

Agency Ref. #: **04-000-57-NX-24**
Budget Account: 3278
Category: 17
GL: 8584
Job Number: 9305324

SUBAWARD AMENDMENT #1

Program Name: ADSD Grants Management Contact Name: Laurienne Riley, LRiley@adsd.nv.gov	**Subrecipient's Name:** Douglas County Contact Name: Jenifer Davidson, County Manager / JRDavidson@douglasnv.us
Address: 3208 Goni Road, #I-181 Carson City, NV 89706	**Address:** PO Box 3000 Minden, NV 89423
Subaward Period: 10/01/2023 - 09/30/2024	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to:

☐ Scope of Work ☐ Term ☒ Budget

Reason for Amendment: Supplemental FY24 NSIP Funding

Required Changes:

Current Language: Total reimbursement through this subaward will not exceed $13,913.00. See Section C of the original subaward.

Amended Language: Total reimbursement through this subaward will not exceed $29,534.00. See attached Section C **revised on 06/03/2024**.

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$0.00	$0.00	$0.00
2. Travel	$0.00	$0.00	$0.00
3. Operating	$13,913.00	$15,621.00	$29,534.00
4. Equipment	$0.00	$0.00	$0.00
5. Contractual/Consultant	$0.00	$0.00	$0.00
6. Other	$0.00	$0.00	$0.00
TOTAL DIRECT COSTS	$13,913.00	$15,621.00	$29,534.00
7. Indirect Costs	$0.00	$0.00	$0.00
TOTAL APPROVED BUDGET	$13,913.00	$15,621.00	$29,534.00

Incorporated Documents:
Notice of Subaward - Federal Funding Sheet
Section C: Budget and Financial Reporting Requirements

By signing this Amendment, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Authorized Subrecipient Official's Name, Title:	Signature	Date
Jenifer Davidson, County Manager -OR- Authorized Signer (Print Name and Title): _____		
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		06/21/2024

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

NOTICE OF SUBAWARD - FEDERAL FUNDING SHEET

Federal Award Computation					
Total Obligated by this Action:				$	15,621.00
Cumulative Prior Awards this Budget Period:				$	13,913.00
Total Federal Funds Awarded to Date:				$	**29,534.00**
Match Required ☐ Y ☒ N					
Total Match Amount Required:				$	0.00
Research and Development (R&D) ☐ Y ☒ N					
Federal Budget Period:					
10/01/2023 - 09/30/2025					
Federal Project Period:					
10/01/2023 - 09/30/2025					
FOR AGENCY USE ONLY					
Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**FEDERAL GRANT #:**	
Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP)	100%	93.053	N/A	2401NVOANS-02	
Federal Grant Award Date by Federal Agency:		5/28/2024			

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

SECTION C - AMENDED

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 04-000-57-NX-24 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 04-000-57-NX-24 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Subrecipient Name:	Dougla County	**Subaward & Service Type:**	NSIP; Categorical

PROPOSED BUDGET NARRATIVE
Nutrition Services Incentive Program (NSIP)

Operating	**Total:**	**$29,534.00**
Domestically produced food such as milk, fruit, vegetables, or protein products that are used in an Older Americans Act, Title III-C meal.		$29,534.00

Administrative Expenses or Federal Indirect Cost Rate (FICR)	**Total:**	**N/A**

TOTAL BUDGET REQUEST	**$29,534.00**

PROPOSED BUDGET SUMMARY
Nutrition Services Incentive Program (NSIP)

A. FUNDING SOURCES	***ADSD Funds***	**MATCH**	**N/A**	**N/A**	**N/A**	**TOTAL**
PENDING OR SECURED	Pending	N/A	N/A	N/A	N/A	
ENTER TOTAL FUNDING	$29,534.00	$0.00	$0.00	$0.00	$0.00	$29,534.00
EXPENSE CATEGORY						
Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel/Training	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Operating	$29,534.00	$0.00	$0.00	$0.00	$0.00	$29,534.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual/Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Expenses	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL EXPENSE	**$29,534.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$29,534.00**

Total Indirect Cost	N/A	Total Agency Budget	$29,534.00
Indirect % of Budget	N/A	ADSD Percent of Agency Budget	100%

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed $29,534.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	1/26/2024	**Fund-Department #**	260	680
Project Number	24F20	**Fund-Department Name**	Senior Services	
Grant Title	ADSD NSIP grant - FY24 - ADDITIONAL FUNDs			
Grant Purpose	Reimbursement for USDA food purchases			
Awarding Entity	Administration for Community Living, Older Americans Act, Nutrition Services Incentive Program (NSIP)			
ORIGINAL Total Grant Funds	$ 13,913.00			
Grant Start Date	10/1/2023	**End Date**	9/30/2024	
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)		
Federal CFDA#	93.053			
Method of Funding	☐ Advance ☑ Reimbursement			
Reporting Frequency	☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☑ Upon Completion			
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt**	**or Match %**	0%
Match Type	☐ In-Kind **or** ☐ Cash			

County Contact Information

Contact Name	Geoff Bonar	**Phone#**	782-6243
Contact email	gbonar@douglasnv.us		

Grantor Information

Grantor Contact Name		**Grantor Contact Phone #**	
Grantor Contact Email			
Pass-Through Entity	ADSD	**Pass-Through Contract #**	04-000-57-NX-24
Pass-Thru Contact Name	Laurienne Riley	**Pass-Thru Contact Phone #**	775-753-1315
Pass-Thru Contact Email	Lriley@adsd.nv.gov		

Financial Information

Revenue			**Source of Funds**
260-000 331.500	Grant Revenue - Federal	$ 29,534.00	ADDING FUNDS, 15,621.00 to EXISTING AWARD
260-000 331.510	Grant Revenue - State	$ -	
260-000 360.300	Grant Revenue - Non-Govt.	$ -	
	Match - Non Grant Reimbursement	$ -	
	Total Revenue	$ 29,534.00	

Expenditure			**Is this Budgeted?**	
Various	Salaries & Benefits	$ -		
260-680 511.150	Grant Match - Salary	$ -	☐ Yes	☐ No - explain below
260-680 511.999	Grant Match Offset	$ -		
	Where is the match coming from?		GL	
260-680 540.010	Grants-Services & Supplies	$ 29,534.00	ADDING FUNDS, 15,621.00 to EXISTING AWARD	
260-680 541.501	Grant Match - Serv & Supplies	$ -	☐ Yes	☐ No - explain below
260-680 533.999	Grant Match - Serv & Supplies Offset	0.00		
	Where is the match coming from?		GL	
260-680 562.100	Grants-Capital Outlay			
260-680 562.110	Grant Match - Capital Outlay		☐ Yes	☐ No - explain below
	Where is the match coming from?		GL	
	Total Expenditure	$ 29,534.00		

Where will match funds come from?

Estimated Grant Funds (including County Match) by Fiscal Year

Year	**Amount**	
FY23-24	$ 13,913.00	
FY24-25	$ 15,621.00	ADDING FUNDS, 15,621.00 to EXISTING AWARD
FY25-26	$ -	
Total	$ 29,534.00	

Required Approvals

Approval to apply	*Debbie Swickard*	**Date**	**1.26.24**

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	1/26/2024	**Fund-Department #**	260	680
Project Number	24F20	**Fund-Department Name**	Senior Services	
Grant Title	ADSD NSIP grant - FY24 - ADDITIONAL FUNDs			
Approval to add additional funds	*Debbie Swickard*	**Date**	**7.1.24**	
Internal Review Committee		**Date**	**7.3.24**	
Board of County Commissioners		**Date**		

AGENDA ITEM NO. T.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $350,000 blanket purchase order with Sysco for food and supplies for the Douglas County Senior Center kitchen for Fiscal Year 2024-25. (Geoff Bonar)

RECOMMENDED MOTION:
Approve a $350,000 blanket purchase order with Sysco for food and supplies for the Douglas County Senior Center kitchen for Fiscal Year 2024-25.

FINANCIAL IMPACT:
This purchase order will consist of $300,000 for food and $50,000 for supplies. The expenses are budgeted for in the Senior Services Fund for Fiscal Year 2024-25. The food is budgeted for in GL account 260-680 532.052 "Food purchased" (total budget is $420,000). The supplies are budgeted for in GL account 260-680 532.001 "Operational Supplies" (total budget is $105,000). The purchase order uses publicly bid Sourcewell contract pricing.

BACKGROUND:
Sysco is Community Services' primary food and supplies vendor for the Senior Center kitchen. The Sysco purchases are made pursuant to an existing Sourcewell contract which was publicly bid and awarded in accordance with Nevada law and County Financial policies. In Fiscal Year 2023-24, the purchase order was for $330,000 which included $280,000 for food and $50,000 for supplies. For Fiscal Year 2024-25, staff requests authority to increase the amount of the food by $20,000 to account for increased costs due to the high inflation the country has experienced. The supplies category does not require an increase based on actual expenses incurred during FY 2023-24.

ATTACHMENTS:
PORequestForm_-_Sysco_-_FY25 - dept orig to pdf
Sysco_Contract_040522.pdf
RFP_and_Addendums-Food_040522.pdf

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ☒ NO **ORIGINAL PO#:** _____

ORIGINAL AMOUNT: _____ **CHANGE ORDER %:** _____ **NEW AMOUNT:** _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Geoff Bonar Digitally signed by Geoff Bonar Date: 2024.06.28 16:55:47 -07'00' DATE REQUESTED: 7/18/24

REQUESTING DEPARTMENT: Community Services

VENDOR NAME: Sysco Food Services of Sacramento VENDOR NUMBER: 4432

REMIT ADDRESS: STREET PO Box 138007 CITY Sacramento ST CA ZIP 95813

QUANTITY: 1 DOLLAR AMOUNT: 3,500,000.00 PROJECT #: _____

G/L ACCOUNT(S): 260-680 532.052 AMOUNT: 300,000.00

G/L ACCOUNT(S): 260-680 532.001 AMOUNT: 50,000.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

Blanket PO for FY25 for food and supplies purchases for the Senior Center kitchen

CONTRACT ATTACHED: ◉ YES ○ NO

Authorized Department Signature (Required): Geoff Bonar Digitally signed by Geoff Bonar Date: 2024.06.28 16:59:59 -07'00'

☐ UNDER $10,000: DEPARTMENT HEAD SIGNATURE REQUIRED

☐ UNDER $50,000: COUNTY MANAGER APPROVAL REQUIRED AT IRC

IRC APPROVAL DATE: _____

☑ IF OVER $50,000: BOCC APPROVAL REQUIRED AT BOCC MEETING

BOCC DATE AND AGENDA ITEM #: July 18, 2024

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

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Solicitation Number: RFP #040522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sysco Corporation, 1390 Enclave Parkway, Houston, TX 77077 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 3, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. All products distributed, sold, and priced by Supplier will comply with applicable federal, state, and local laws, including but not limited to the FDA Hazard Analysis Critical Control Points (HACCP) guidelines and any state and local laws relating to the storage and delivery of food products in and from the Supplier and any distribution centers. As of the date of delivery to the Participating Entity, products will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, nor will any products violate or cause a violation of any applicable law, ordinance, rule, regulation, or order. Any manufacturer's warranty, on non-food equipment or products furnished by Supplier, will be passed on to the Participating Entity as allowed by the warranty terms.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities in the United States that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

To access this Contract, a Participating Entity must (a) be located within the Supplier's service area, (b) satisfy Supplier's credit requirements, and (c) sign a participation agreement in a form acceptable to Supplier agreeing that the Participating Entity is bound to the terms and conditions of the contract between Supplier and Vizient, upon which Supplier's pricing is based.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the geographic location of the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and

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- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Sourcewell or a Participating Entity will provide at least thirty days advance written notice of the audit and will conduct such audit at Supplier's location.

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B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent arising out of any negligence or intentional misconduct, whether by act or omission, in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Intentionally omitted.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

C. PERISHABLE AGRICULTURAL COMMODITIES. All perishable agricultural commodities sold to Supplier are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (PACA) (7 U.S.C. §499e(c)). The seller of these commodities retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment is received.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

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this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

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decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

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issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

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Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/27/2022 | 3:56 PM CDT

Sysco Corporation

DocuSigned by:
By: Greg Keller
19AE9CB406764A2...

Greg Keller
Title: Senior Vice President of National Sales
Date: 6/23/2022 | 12:18 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 6/28/2022 | 9:56 PM CDT

RFP 040522 - Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services

Vendor Details

Company Name:	Sysco Corporation
Does your company conduct business under any other name? If yes, please state:	FreshPoint, Buckhead, Newport, Trinity, Supplies on the Fly, Sysco Sites through the USA, SYGMA
Address:	1390 Enclave Parkway Houston, TX 77077-2099
Contact:	Tom Lyons
Email:	tom.lyons@sysco.com
Phone:	720-413-2489
Fax:	720-413-2489
HST#:	74-1648137

Submission Details

Created On:	Monday March 28, 2022 17:38:36
Submitted On:	Tuesday April 05, 2022 12:04:47
Submitted By:	Tom Lyons
Email:	tom.lyons@sysco.com
Transaction #:	63060283-1dc7-42cd-9bc7-d05c8831dce5
Submitter's IP Address:	165.225.10.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sysco Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Sysco Supplies on the Fly, FreshPoint	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sysco list of Operation sites are included in the Vizient MSA. As this list is dynamic and subject to change the most current list of our locations may be viewed here: https://www.sysco.com/Contact/Contact/Our-Locations.html	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	1390 Enclave Parkway Houston, TX 77077	*
6	Proposer website address (or addresses):	www.sysco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tom Lyons Vice President, Education tom.lyons@sysco.com (720) 413-2489 Same Address as above	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Lyons Vice President, Education tom.lyons@sysco.com (720) 413-2489 Same Address as above	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jerome Cheney jerome.cheney@sysco.com (320) 491-6811	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Sysco is a publicly traded company that was founded in 1969 and is the global leader in selling, marketing and distributing food products to restaurants, healthcare and educational facilities, lodging establishments and other customers who prepare meals away from home. Our family of products also includes equipment and supplies for the foodservice and hospitality industries. We operate 330 distribution facilities worldwide serving more than 600,000 customers in markets located in the U.S., Canada, Ireland, the Bahamas and other countries. Building customer relationships requires time, effort and sincerity. For Sysco, it began with a promise to assist foodservice operators in providing consumers with solutions for meals consumed away from home. We pride ourselves on the partnerships we have formed. Satisfied customers are the most important asset of any business. Our job is to understand their needs, values, and goals. Great service to us means exceeding the customers' expectations. We take pride in employing professional, courteous, uniformed drivers that have all passed background checks. We have consistent, non-union drivers that know when to be there, where to park the truck, and where the product goes, all with the friendliest service in the industry. The Sysco Corporation, as a parent company, provides the leadership that supports our growth by offering the benefits of its vast financial resources. This allows the formation of strategic alliances that maximize our purchasing power so that we may commit ourselves exclusively to the business of food service distribution. We are excited for the opportunities this will present in our product offerings, while remaining committed to the unsurpassed service our customers have come to expect. More detailed information on this is available here: https://sysco.com/About/Company-Profile/The-Sysco-Story.html	*
11	What are your company's expectations in the event of an award?	Sysco looks forward to engaging with our marketing partner, Omnia Partners, to market and inform the Sourcewell members of this new option for foodservice distribution.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our financials may be reviewed here: https://investors.sysco.com/	*
13	What is your US market share for the solutions that you are proposing?	Sysco enjoys roughly a 13% Market Share in K-12 and a 57% Market Share in Higher Education.	*
14	What is your Canadian market share for the solutions that you are proposing?	This program is not being offered in Canada	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Sysco has not ever petitioned for Bankruptcy.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Sysco is a Food Distributor. We act as an agent for many of our suppliers. Further documentation of specific requests will be provided upon request.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not Applicable. Sysco hold certifications in food safety and applicable transportation and logistics licenses that may be reviewed upon request.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Sysco has not been suspended or debarred in the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Awards that Sysco Western received. 2018 Vendor Hall of Fame, Coborn's Inc 2018 Ground Round Vendor Partner of the Year 2019/2020 Erbert and Gerbert Sandwich Chain Vendor Recognition The two awards specifically in the FY21 CSR Report are: • Radisson's Responsible Business Partner of the Year: https://www.radissonhotelsamericas.com/enus/ news-media/2021-virtual-award-ceremony • Houston Business Journal's Outstanding Supplier Diversity Award in 2021: https://www.bizjournals.com/houston/news/2021/02/24/hbj-diversity-in-business-awards-companyhonorees. html The one award currently on the CSR Website is the Newsweek 2021 America's Most Responsible Companies. • We're ranked 138/399 in America's Most Responsible Companies 2021 list: https://sysco.com/About/Company-Profile/Corporate-Social-Responsibility.html. • Then, under the Retail sector, we're list 10/18: https://www.newsweek.com/americas-mostresponsible- companies-2021/retail One award that wasn't included in the FY21 CSR report, but we plan to list on the CSR website once the FY21 CSR Report is launched is: • In 2021, Sysco was listed as a top employer in the Food & Beverage Industry by DiversityJobs: https://www.diversityjobs.com/top-employers/. For DiversityJobs, we're under the Food & Beverage category: https://www.diversityjobs.com/category/top-employers-awards/top-employers-food-beverage/	*
20	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of Sysco's overall sales are in the SLED Segment	*
21	What percentage of your sales are to the education sector in the past three years	Sysco currently services approx. 14% of the K12 segment across the USA. More segment specific sales data is contained in our annual report.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sysco is a member of several COOPS. A more detailed list of these may be reviewed upon award.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sysco holds several DLA, NAF, GSA and other Federal contracts. More details on these may be provided upon request and award	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Colorado	Shondel Baum	303-764-3421	*
University of California	Eric Pollack	505-913-9575	*
Oregon State University	Kerry Patterson	541-829-2232	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Power Buying Group	Education	Florida - FL	Prime Vendor for PBG	$125m Annually	New Customer	*
University of California	Education	California - CA	Prime Vendor for UC and CSU Campuses	$80m Annually	$80m Annually	*
SFE	Education	Arizona - AZ	Prime vendor for SFE in 25 States	$100m Annually	$100m Annually	*
AAFES	Government	District of Columbia - DC	Prime Vendor for many locations and bases across the USA	$100m Annually	$100m+ Annually	*
Cleveland Metropolitan Schools	Education	Ohio - OH	Prime Vendor	$8m Annually	$8m Annually	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sysco has operations in all 50 states and employs over 65,000 associates in the US and Canada.9,500 of these are involved in the sales force.	*
27	Dealer network or other distribution methods.	Sysco and its subsidiaries have over 300 locations across the USA and Canada.	*
28	Service force.	Sysco has over 8000 Trucks and trailers servicing our 250,000 customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Please see ordering procedures section of our Cover Letter. A live demonstration of our online ordering platforms may be arranged upon request.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Each Customer is assigned to a local Sales Person. That sales person is supported through a variety of assets including a local manager and both online and love customer service. All customer service functions are monitored and measured against key KPI"s to ensure maximum satisfaction.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sysco has operations and customers in all 50 States in the USA. Our Vizient/Omnia contract is available to all embers in these states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	This offer is not available in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canadian members may not utilize this agreement. Any member in the United States may use this agreement.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Federal Government Customers may not utilize this program without prior approval and mutual agreement is Sysco, Omnia Partners and our GPO partner Vizient.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are different markup and freight policies in place for Alaska and Hawaii viewable through the Vizient portal.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sysco is committed to supporting the Sourcewell members and marketing to them via Omnia Partners. We have included information and details on this in our uploaded documents. We look forward to a more customer specific marketing plan once we are aware of the types of agencies and locations that they are in.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Sysco uses all forms of social media, Facebook, Instagram, twitter etc. We also have an extremely robust site at www.sysco.com which has many details and information about our products and services.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We are currently looking for a Lead Agency in the Higher Education Space. With this award we anticipate utilizing Sysco's national footprint to gain market share in this segment and help Sourcewell grow with our US and International operations.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes we utilize Sysco Shop as our e procurement portal. We also integrate with many third party, customer owned applications. More information on this is in our Marketing Plan uploaded to this RFP response.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sysco offers our eNutrition program to assist our customers identify and utilize ingredients that meet their nutritional needs. This service is provided at No Charge. SYSCO offers onsite and in person Serve Safe classes at a slight cost for materials only. Sysco will conduct individual, customer specific trainings onsite or at our local operating site on current trends, culinary ideation and menu creation.	*
41	Describe any technological advances that your proposed products or services offer.	Sysco offer two online platforms for customer order entry. In addition Sysco interfaces with many third party systems for order processing and menu creation.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sysco is committed to a better future by utilizing multiple tools and tracking methods of our suppliers and internal operations. Much more detail including our current CSR report may be viewed here: https://investors.sysco.com/annual-reports-and-sec-filings/corporate-social-responsibility	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sysco provides this information on the items that we inventory at our local Sites. These attributes are listed on our online ordering platform	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Sysco has a robust effort to utilize minority owned suppliers and vendors. A full recap of Sourcewell members purchases with these suppliers can be provided upon request. Sysco participated and tracks information on Tier 1 suppliers only at this time.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sysco Western MN Customer Events We hold multiple customer events both at our facility and off-site locations. We would encourage your attendance at the events that fit your product needs. Some of these events include Food Expos that are tailored to specific customer types, industry speakers, etc. Rebate Tracking We track rebates for you with 100% redemption. Coupon Tracking We automatically track all coupons for our customers. Every coupon that we know about is tracked and sent to our customers to send into the manufacture for payment. Marketing Support We at Sysco Western MN, are here to help you with anything from menu design, special event signage, and table tents. We continue to update our technology with new MAC computers and laser color printers to meet the needs of our customers quickly and at a reasonable cost. Culinary Training Center The Sysco Western MN Test Kitchen and meeting area is available for staff training, meetings, product cuttings and other customer needs. Culinary Consultant: Howard Smith Howard started in the foodservice industry in 1984 working as a dishwasher and has worked in every aspect pertaining to foodservice operations. He has completed continuing education courses at the Culinary Institute of America in Hyde Park, New York and has created and designed menus, developed and designed recipes. He has also done food photography for presentation pictures and ice sculptures for display. Contact us to see how Howard can be utilized to help you. Supplies on the Fly: S&E 150,000 items from a spatula to a walk-in cooler. If you are looking for it, we've got it. This is a great opportunity for the facilities to get new equipment at a great price. They also have a great bid department for any large-scale needs.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Sysco is a distributor and as such does not warrant the use of our products, parts and labor. This does not apply to our business.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A	*
51	What are your proposed exchange and return programs and policies?	Our return Policy is included in the attachments.	*
52	Describe any service contract options for the items included in your proposal.	N/A	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	In non Pandemic times we strive to achieve a 99% or better fill rate as spelled out in our Vizient MDA. During Covid Pandemic times this is a challenging metric however we are proud of the work that we are doing in this area.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer tot he Vizient MDA for the specific service guarantees that would be available to the Sourcewell members.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	All Customers will need to submit a standard credit application. Typically we extend net 30 terms to public education entities. Forms of Payment are limited to Company Check or ACH. No Credit Cards or P Cards may be used for payment	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Credit applications are submitted online via our internal application program. This and a demonstration of our sysco shop platform are detailed in our cover letter and may be demonstrated in person upon request.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sysco accepts company check and ACH for payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Not Applicable. Our pricing is based on a cost plus model. The cost of goods is fluid in this area and our markup is applied tot he cost of goods as we receive them or Vizient Contracts provide for.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Not Applicable	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Order size discounts are available as well as brand and fast pay. These are outlined in our Cover Letter	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All Vizient Contracted items are identified in our ordering systems with a specific ICON.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our pricing includes cost of goods and transportation tot the customers location via Sysco vehicles.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any special order or drop ship items will have freight identified and agreed to with customer prior to orders being placed.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and the lower 48 states are all operated with our standard Vizient MDA. Hawaii has a separate MDA that may be reviewed Via the Vizient Awarded Supplier Portal.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our Markup over 8.75% over our costs as defined in the offer letter. We do offer a Order Size incentive as detailed below and in the offer letter. Individual Order Size Incentive $ 1,800 - $ 1,999 0.65% $ 2,000 - $ 2,499 0.75% $ 2,500 - $ 2,999 1.00% $ 3,000 - $ 3,499 1.50% $ 3,500 - $ 4,499 1.75% $ 4,500 - $ 4,999 2.00% $ 5,000 - $ 7,499 2.25% $ 7,500 - $ 9,999 2.50% $ 10,000 - $ 14,999 3.00% $ 15,000 - or more 3.25%

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	3. Price Audits and Price Discrepancy Reports. 3.1 Price Audits. Primary Customer will be allowed one (1) annual price audit at each delivering Operating Company for purchases made under this Agreement. If Sysco is establishing its Cost for Contracted Products at the corporate office for participating Operating Companies, then the price audit shall occur at one Operating Company location selected by Primary Customer. The price audit will consist of reviewing computer reports generated by Sysco documenting Sysco's calculation of Customer's invoice price and the participating Operating Company's delivered Cost. If requested, applicable Supplier invoices and accompanying freight invoices will also be made available. Supplier invoices consist of invoices from third party suppliers or from Affiliates, SMS or a Specialty Company, as applicable. Price audit adjustments, if applicable, will be made utilizing the net of undercharges and overcharges to the Customer. Any net overcharge adjustments paid to Primary Customer that result from overcharges to Related Customers, shall be forwarded by the Primary Customer to the applicable Related Customers unless Primary Customer is otherwise legally entitled to

		retain such adjustments. The price audit process is subject to the following: 3.1.1 Primary Customer must request a price audit in writing at least twenty (20) business days prior to the suggested date of the price audit and must identify not more than fifteen (15) items to be price verified and the period covered; 3.1.2 The date and time of price audit must be to the mutual agreement of Primary Customer and the delivering Operating Company; 3.1.3 The price audit will be made at the delivering Operating Company's location; 3.1.4 Support for the price audit may not be copied, photographed, transmitted, or removed from the delivering Operating Company location where the price audit is conducted; 3.1.5 The period for which pricing is to be verified will not begin more than three (3) months prior to the date of the price audit, and will cover only one pricing period; and 3.1.6 In no event will pricing be corrected for more than six (6) months prior to the date of the price audit. 3.2 Price Discrepancy Reports. During the price discrepancy reports process, Sysco will review all Contracted Product purchases for over- and under-billings and adjustments will be made accordingly. Price discrepancy reports will not involve additional on-site visits and/or access to supplier invoices. Due to the extensive time and complexity associated with computer-generated price discrepancy reports by or on behalf of Customers or any third party provider on Contracted Products, Sysco will only complete price discrepancy reports subject to the following: 3.2.1 Requests for price discrepancy reports must contain all information required by Sysco, including: (i) Sysco invoice and item information, (ii) expected Supplier Guaranteed Distributor Cost, (iii) expected Contracted Product margin [mark-up], (iv) description of Supplier Agreement, (v) expected Sell Price, and (vi) invoiced Sell Price; 3.2.2 The period for which pricing is to be reviewed will not begin more than three (3) months prior to the request date of the electronic audit; 3.2.3 Only Contracted Products covered by a Supplier Agreement will be reviewed; 3.2.4 Primary Customer must allow at least thirty (30) business days to complete the review of the Price Discrepancy Report; and 3.2.5 Sysco will return the Price Discrepancy Report on the Sysco Price Discrepancy Report Form.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sysco will provide reporting on service levels, fill rate, pricing and inventory utilization in accordance with customers preferences.	*

70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	To support this proposal utilizing the Vizient Distributor Agreements through OMNIA Partners, OMNIA Partners agrees to pay Sourcewell a portion of the administrative fees generated and received attributable to the Sourcewell participants products purchased. Upon contract award, Sourcewell and OMNIA Partners will confirm and finalize the payment details, including timing and reporting.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sysco offers Kitchen and Foodservice Equipment at www.suppliesonthefly.com. A sample login and password is included in our marketing plan for you to view our vast offering of over 100,000 items.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sysco can provide goods and services that any restaurant or food service operation can possibly utilize.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Food products: Grocery – Dry, Refrigerated, Frozen; Beverages; Dairy; Meat/Poultry; and, Fresh Produce	(•) Yes ( ) No	Sysco has over 12,000 items in these categories available.	*
74	Related supplies: Paper products and disposables; janitorial and chemical supplies, small wares, serving equipment and tabletop items; and, kitchen equipment	(•) Yes ( ) No	Sysco has over 12,000 items in these categories available.	*
75	Related technology and services: Food service-related software or technology solutions and services	(•) Yes ( ) No	Sysco offers our customers several online solutions. These are detailed in our Marketing Plan	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe your out-of-stock/backorder, special orders, and product substitution policies.	Out of stocks Report is sent to the customer the day prior to the customer at 9 a.m. I have attached a report of an example. To the far right it shows when the product is due in. The foodservice director and myself or Account coordinator works with the response from the foodservice director if subs are needed, or If order needs to be rekeyed. We only make subs for the district as they request.	*
77	Describe your product recall policies and processes.	As the global leader in selling, marketing and distributing food products to restaurants, healthcare and educational facilities, Sysco takes pride in the quality and safety of the products we offer to our customers. However, on rare occasions, there are food safety or quality issues that require your immediate attention. We want to communicate these urgent messages to you as quickly as possible to protect your customers and your brand, and to comply with regulatory requirements. Sysco has deployed the Instant Recall™ solution to help meet these communication requirements. How does it work? In case of a recall or withdrawal, the Instant Recall interactive telephone system will contact your location to provide specific information and instructions. The information typically included is: the name of the product being recalled with corresponding item codes, the reason for the	

		recall, the affected lot numbers, the size of container, best by dates, etc. The message may also provide detailed instructions on how to dispose of the product, order replacement products or receive credit for products that are affected. When Instant Recall™ calls you, it is important that you listen to the entire message. The system may continue to call you until you hear the complete message and confirm that you understand the instructions. Calls from Instant Recall™ will come from the following number: 1-866-314-0788 Who should take the call? The system will ask to speak to a person responsible for handling product recalls at your location, such as the manager on duty or the dietary/kitchen manager. The system will ask for that person at the beginning of the call and wait until he or she comes to the phone. The responsible person confirms that they are the right person to take the call by pressing “1” on their telephone keypad. The call then proceeds with the message and questions. What do I do if I get the call on my voice mail? The system is configured to leave a message with a toll-free number to call to retrieve the full details of the missed call. When you call the toll-free number, the system will try to recognize you based on the number from which you are calling, but may prompt you to enter your location’s main phone number if you are calling from the number other than the main location phone number. Calling the toll-free number will mark your location as “notified”, which prevents any further automated phone calls regarding this issue to your location. How do I utilize the pause, rewind and replay functionality? To ensure that you have the opportunity to capture all the necessary details communicated by the automated telephone call, you may utilize the system’s pause and rewind functions. Similar to the buttons on a DVR or other recording devices, you can use your telephone keypad to control the playback of the message. You can press “4” to rewind, or “5” to pause or resume the message. In addition, you will be given the option to hear the information repeated at the end of the message. You may also call the toll-free hotline provided with the message to hear the details of the communication again and to report the affected product quantities. What steps to I need to take at my place of business related to Instant Recall? Please post the attached multi-lingual notices and this letter in the office or other appropriate place at your business location to inform your staff of this important food recall and withdrawal notification system. Please keep these materials posted, and include them in your training programs, to keep your staff informed and ready to act in an event of a product recall affecting your location. If you have any questions or feedback about the Instant Recall system, please contact your Sysco representative.	
78	Describe your company’s capabilities with fresh produce. How are local produce sources identified?	Sysco has both Broadline and FreshPoint produce options. Our customers can rest assured knowing that Sysco is the largest provider of local produce in the USA.	
79	Describe how your company will handle a participating entity that has manufacturer agreements in place.	Sysco will compare the local agreement with the GPO agreement and utilize whatever program is most beneficial to the member	
80	Describe how participating entities will access nutritional and product information, inventory, and product ordering.	Sysco offers both eNutrition and Sysco Shop to give our customers information about the nutritional attributes of the products they purchase and use from Sysco.	
81	Describe your company's experience with multiple delivery locations for the same entity.	Sysco services multiple customers with a variety of delivery options including large Colleges and Universities, Healthcare and other non-commercial entities. Sysco will work with the local customers to identify their needs and the very best delivery solution to meet them.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell - Non K12 Cover Letter - Please Read First.pdf - Tuesday April 05, 2022 12:03:59
- Financial Strength and Stability - Sysco 2020 Annual Report.pdf - Tuesday April 05, 2022 11:30:48
- Marketing Plan/Samples - Sysco Overview and Marketing Plan.pdf - Tuesday April 05, 2022 11:29:03
- WMBE/MBE/SBE or Related Certificates - Sysco Sourcewell Exceptions.pdf - Tuesday April 05, 2022 11:46:59
- Warranty Information - Credits and Returns Policy.pdf - Tuesday April 05, 2022 11:43:13
- Standard Transaction Document Samples - Additional Docs.zip - Tuesday April 05, 2022 11:31:18
- Upload Additional Document - Sysco 2020 CSR Report.pdf - Tuesday April 05, 2022 11:31:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tom Lyons, VP Education, Sysco Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Food_Products_Distribution_(other than SFA)_RFP_040522 Fri February 18 2022 04:43 PM	☑	1
Addendum_1_Food_Products_Distribution_(other than SFA)_RFP_040522 Tue February 15 2022 10:21 AM	☑	2

RFP #040522
REQUEST FOR PROPOSALS
for
Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services

Proposal Due Date: April 5, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 5, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	February 15, 2022
Pre-proposal Conference:	March 16, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	March 28, 2022, 4:30 p.m., Central Time
Proposal Due Date:	**April 5, 2022**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 5, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Food Products and Distribution for other than School Food Authorities with Related Supplies, Technology, and Services, including, but not to be limited to:

a. Food products: Grocery – Dry, Refrigerated, Frozen; Beverages; Dairy; Meat/Poultry; and, Fresh Produce;
b. Related supplies: Paper products and disposables; janitorial and chemical supplies, small wares, serving equipment and tabletop items; and, kitchen equipment; and,
c. Related technology and services: Food service-related software or technology solutions and services.
d. Proposers may include related supplies, technology, and services as described in 1. b. and 1. c. to the extent that these solutions are complementary to the offering of food products being proposed.

2. The primary focus of this solicitation is on Food Products and Distribution for other than School Food Authorities with Related Supplies, Technology, and Services. This solicitation should NOT be construed to include solutions for School Food Authorities (SFA) as defined in 7 C.F.R. §210.2.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Commercial Kitchen Equipment, with Related Supplies and Services (RFP #091918), with the exception of the complementary offering of equipment, supplies, and services described in subsections 1. a. – d. above;
b. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218); and,
c. Janitorial Supplies and Equipment with Related Services (RFP #101320) with the exception of the complementary offering of equipment, supplies, and services described in subsections 1. a. – d. above.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $100 Million; therefore, proposers

are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

2/15/2022

Addendum No. 1
Solicitation Number: RFP 040522
Solicitation Name: Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

Consider the following language located in RFP Section I. B. – Use of Resulting Contracts, to be amended as a result of a receipt of an Intent to Participate for this solicitation:

* * * *

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 040522 posted to the Sourcewell Procurement Portal on 2/15/2022, is required at the time of proposal submittal.

2/18/2022

Addendum No. 2
Solicitation Number: RFP 040522
Solicitation Name: Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will there be a market basket list of items for this RFP so that we can provide and upload pricing as requested under the Documents section of this site?

Answer 1:

Sourcewell does not anticipate providing a market basket for this solicitation. Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. – Pricing. Proposers should clearly identify any costs that are not included in the proposed pricing of the equipment, products, or services.

End of Addendum

Acknowledgement of this Addendum to RFP 040522 posted to the Sourcewell Procurement Portal on 2/18/2022, is required at the time of proposal submittal.

AGENDA ITEM NO. U.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a quarterly contract with the Law Offices of Martin Hart LLC to provide indigent defense services in the not-to-exceed amount of $66,250 per quarter, and $450 per day for weekend and holidays for each bail hearing he is required to attend, or is available to attend, and authorize the County Manager to execute the contract and extend the contract on a quarterly basis as needed, effective July 11, 2024, through June 30, 2025. (Justin Clouser, Indigent Defense Coordinator)

RECOMMENDED MOTION:
Approve a quarterly contract with the Law Offices of Martin Hart LLC to provide indigent defense services in the not-to-exceed amount of $66,250 per quarter, and $450 per day for weekend and holidays for each bail hearing he is required to attend, or is available to attend, and authorize the County Manager to execute the contract and extend the contract on a quarterly basis as needed, effective July 11, 2024, through June 30, 2025.

FINANCIAL IMPACT:
The funding is available in the Indigent Defense budget of the County's General Fund and has been approved during the Fiscal Year 2024-25 budget process. Funding in the amount of $1,897,900 was included in the Professional Services line item of the Indigent Defense division budget of the General Fund for Fiscal Year 2024-25.

Douglas County will be responsible for the first $937,290.90 of the Indigent Defense contracts. The remaining portion of the budget $960,609.10 will be paid by the State of Nevada.

Indigent Defense Funding:

1. Five Indigent Defense Contracts: $1,590,000.00
2. Indigent Defense Coordinator Contract: $ 168,400.00
3. Drug Court Contract: $ 37,500.00
4. Evaluations (mental health psych evaluations)/Experts: $ 15,000.00
5. Fill in Public Defenders: $ 15,000.00

6. Interpreting:	$	2,000.00
7. Investigations:	$	70,000.00
	$	1,897,900.00

BACKGROUND:
Douglas County is required to provide an attorney to indigent persons in certain cases which include, but are not limited to, adult and juvenile offenders as well as NRS Chapter 432B (child abuse and neglect) cases. Several years ago the County began contracting with private attorneys to provide these constitutionally required legal services.

Attached is a sample standard indigent defense contract, which will be offered to the Law Offices of Martin Hart LLC for the first quarter of Fiscal Year 2024-2025 should the Board approve this item. The contract allows the County Manager to extend the contract up to three times for three months (i.e., through June 30, 2025).

During the 82nd regular session of the Nevada Legislature (2023), Assembly Bill 518 (AB 518) and Senate Bill 235 (SB 235) were enacted that, among other things, provide State funding to pay a stipend of $450 per day to Indigent Defense Attorneys who must be available on weekends and holidays, or serve as the defending attorney, for pretrial release hearings required by NRS 178.4849. Under SB 235, the Indigent Defense Attorney may receive a $450 per day stipend for being available on a weekend or holiday (known as standby pay) to serve as the defending attorney for a pretrial release hearing.

Each rural county will receive a different amount from the State. Douglas County's allocation of $46,800 for Fiscal Year 2024-25. This amount is based on one Indigent Defense Attorney being available for pretrial hearings on Saturdays and Sundays for 52 weeks during the year and receiving $450 per day. Therefore, $450 per Saturday and Sunday for 52 weeks equals $900 per weekend. The cumulative total per weekend is $900 multiplied by 52 weeks equals the $46,800 allocation from the State. No reimbursement is made to the County for holiday hearings. AB 518 mandates that the $450 daily stipend/standby pay must be paid to the Indigent Defense Attorney and may not be used to pay for any other staffing costs.

ATTACHMENTS:
Martin Hart 2024 Quarterly Contract.pdf
Attachment A - Douglas County Plan.pdf
Hart DID's letter.pdf

CONTRACT FOR INDIGENT LEGAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

LAW OFFICES OF MARTIN HART LLC

This Contract for Indigent Legal Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and the Law Offices of Martin Hart LLC, a Nevada limited liability company (NV20051357093) Martin Hart ("Firm"). The County and Firm are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the professional services of independentcontractors; and

WHEREAS, it is deemed that the services of Firm are both necessary and desirable and in the best interests of County; and

WHEREAS, Firm represents that Firm's attorneys are licensed to practice law in the State of Nevada, are in good standing with the State Bar of Nevada, and Firm duly qualified, equipped, staffed, ready, willing and able to perform and render the legal services required by the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made,the County and Firm mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective **July 11, 2024**, and will remain in effect until **September 30, 2024**, unless earlier terminated pursuant to the terms of this Contract. County has the option and right, but not the obligation, to extend the Contract up to three times for an additional three months each.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Firm, Firm's attorneys, 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 the Firm's attorneys are not Douglas County employees 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.

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

a. Firm has the right to perform services for others during the term of this Agreement.
b. Firm 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. Firm shall not be assigned a work location on County premises.
d. Firm, at Firm's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Firm, at Firm's sole expense, has the right to hire associates and assistants as subcontractors, or to use Firm's employees to provide the services required by this Agreement.
f. Firm or Firm's employees or contract personnel shall perform the services required by this Agreement, and Firm 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 Firm.
g. Neither Firm nor the Firm's attorneys, 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 Firm or Firm's employees or contract personnel to devote full time to performing the services required by this Agreement.

Firm further certifies the following:

i. Contactor is licensed by the State Bar of Nevada to provide legal services to members of the public and agrees to maintain the required professional license to practice law in active status and in good standing for the State of Nevada.
j. Firm understands that Firm 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. Firm understands that an IRS Form 1099 will be filed by County for all payments County makes to Firm.

3. INDUSTRIAL INSURANCE. Firm agrees, 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, Firm must provide an affidavit indicating that Firm is a sole proprietor and that:

A. In accordance with the provisions of NRS 616B.659, Attorney has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and

B. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. On an as-needed basis, the Firm will provide professional legal services including the following:

A. Firm will represent adult criminal defendants that a court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including bail hearings and other court appearances, and revocation of probation or parole, but not post-conviction proceedings.

B. Firm will provide legal representation for a child alleged to be delinquent or in need of supervision where a court orders the appointment in accordance with NRS Chapter 62A.

C. Firm agrees to perform the services of an attorney for a child, parent, or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of Firm pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128.

D. If at any time during the representation of a person the Firm has reason to believe the person is not indigent, Firm must immediately notify the court.

E. If, at any time during the representation of a person, the Firm has reason to believe that there is a legal ethical conflict with that representation, Firm must immediately notify the Court.

F. If a defendant who is requesting appointed counsel due to indigence has contacted Firm concerning retaining that Firm for representation, that Firm will not be obligated to accept that appointed case. Firm must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next law firm in the rotation will be appointed.

G. Firm shall perform all duties required under the Nevada Revised Statutes and by the Nevada Department of Indigent Defense Services ("DIDS") and Board of Indigent Defense Services ("BIDS"), including standards of performance, record keeping, time keeping and reporting requirements. However, in no event shall Firm be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any eligible client or violate any provision of the Nevada Rules of Professional Conduct.

H. Firm understands that DIDS, in collaboration with the National Center for State Courts ("NCSC"), performed a Rural Nevada Indigent Defense Services Weighted Caseload Study and submitted a Final Report in October 2023 that was subsequently adopted by BIDS on November 2, 2023. Although the County believes the BIDS Adopted Weighted Caseload Study is defective and requires additional study and revisions, for the purpose of this Contract, according to the BIDS Adopted

Weighted Caseload Study, the case-related annual attorney year value is 1,392.6 hours per 1.0 full-time equivalent ("FTE") attorney. Firm promises and agrees to commit up to **2,000 hours per year** for Firm and Firm's attorneys, associates and employees to provide services under this Contract.

5. STANDARD OF WORK.

A. In providing legal representation as set forth in Paragraph Four, Firm and Firm's attorneys, associates and employees must provide those services in a professional, competent, and effective manner. This includes, but is not limited to, interviewing the client, appearing at all court hearings or providing coverage for those court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

Firm shall:
(1) Provide zealous, competent representational services in all cases;
(2) Comply with the requirements of the DIDS Standards of Performance;
(3) Comply with the Nevada Indigent Defense Standards of Performance set forth in ADKT No. 41 of the Nevada Supreme Court;
(4) Comply with all applicable laws and regulations;
(5) Comply with the Nevada Rules of Professional Conduct ("NRPC");
(6) Comply with the Douglas County Plan for the Provision of Indigent Defense Services (attached as Exhibit "A");
(7) Agree to not accept cases for which the Firm is not approved by DIDS; and
(8) Agree to not accept any case if Firm's attorneys do not have the experience, qualifications, and sufficient time to accept the appointment or is otherwise unable to provide competent legal representation in compliance with NRPC, ADKT No. 41, DIDS Standards of Performance, and the requirements of this Contract.

B. Firm agrees to staff and maintain an office in Douglas County, Nevada. Firm agrees to furnish a telephone number for use after normal office hours in any emergency that may arise where Firm's services are requested pursuant to the terms of this Contract to the Justice Courts, District Courts and District Attorney. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of Firm's practice as required by this Contract are the sole responsibility of Firm and are a part of Firm's compensation pursuant to Paragraph 6 of the Contract.

C. Firm's attorneys may engage in the private practice of law which does not conflict with Firm's professional services required pursuant to this contract.

D. Because Firm is an independent contractor for Douglas County, the Firm's attorneys and employees promise and agree to not sue, be a party to, or assist in any lawsuit against Douglas County.

E. Firm agrees to furnish to County a copy of the DIDS Eligible Provider Approval Letter (Exhibit "B") verifying the category of cases each of the Firm's attorneys are authorized to accept.

6. PAYMENT FOR SERVICES.

A. Firm agrees to provide the services set forth in Paragraph 4 at a cost not to exceed **Sixty-Six Thousand Two Hundred and Fifty Dollars** ($66,250) through the term of this Contract ("Base Compensation"). Payment of Firm's base pay will be made by the County to the Firm in four quarterly payments of $66,250.00 to be paid on or before August 1, 2024. If the Contract is extended by the County, then future payments will be made on October 1, 2024 (Option 1), January 1, 2025 (Option 2), and April 1, 2025 (Option 3).

B. In addition to Firm's Base Compensation, Firm will be compensated for any weekend or holiday that a Firm attorney attends, or is required to be available (i.e., on standby), to attend weekend arraignment/pretrial release hearings at the rate of $450.00 per day.

C. For legal services related to a child's welfare when a parent or other person is alleged to have abused or neglected a child, and the Court orders the appointment of Firm pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128, Firm will be paid supplemental fees at the statutory rate for any work performed beyond ten (10) hours per case for appointments pursuant to NRS 128.100.

D. The Firm may secure payment for investigative costs, expert witness fees, forensic services, translators, laboratory analysis, or other legally necessary services if authorized in advance by the Douglas County Indigent Defense Services Coordinator. Firm understands and agrees that the reimbursement of these costs is subject to the limits and requirements of NRS 7.135. Firm agrees to submit invoices within ten days of the end of the prior month in which any costs or other expenses were incurred and for which reimbursement is requested from the County. County will pay invoices it receives within a reasonable time. However, in no event will Firm be reimbursed or receive payment for travel expenses or any form of per diem expense.

E. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4), award extraordinary fees to Firm in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in Nevada law, including NRS 7.125(4), are complied with.

F. Firm agrees to submit invoices within ten days of the end of the prior month for the legal services provided to County, including any weekend or holiday hearings for which Firm seeks payment. County will pay invoices it receives within a reasonable time. A 1099 Miscellaneous Income Form will be issued by County to Firm at year-end for all amounts paid by County to Firm.

7. TERMINATION OF CONTRACT.

A. Either Party may terminate this Contract without cause, provided that a termination shall not be effective until 90 calendar days after the Party has served written notice upon the other Party. All monies due and owing up to the point of

termination of the Contract shall be paid by County, and all pending cases that were produced for this Contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Firm will be reduced to the proportionate number of days worked by the Firm. The Firm must reimburse the County for any funds received to which Firm is not entitled due to the termination of the Contract.

B. If Firm should be unable to perform any or all of the duties required by reason of illness, accident or other cause beyond Firm's control, and the disability exists for a period beyond ten (10) judicial days, Firm must provide, at Firm's own expense, a substitute attorney (which could include other contract attorneys) to perform the duties of the Firm during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of the Firm's duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this Contract, and the respective duties, rights and obligations of this Contract will terminate.

8. PROFESSIONAL LICENSE. Firm agrees to maintain the Firm's attorneys' professional license to practice law in active status and in good standing with the State of Nevada. Firm promises and agrees to notify the County Manager and the Douglas County Appointed Counsel Program Coordinator if an attorney with the Firm is brought before the State Bar of Nevada on any ethics charge or if a Firm attorney is arrested for any crime. Failure to maintain this license to practice law will result in the immediate termination of this Contract.

9. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Firm and Firm is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 during the term of this Contract at Firm's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

10. LEGAL MALPRACTICE INSURANCE. Firm agrees to acquire and maintain malpractice insurance in the minimum amount of $250,000 per claim and $500,000 aggregate claims during the term of this Contract at Firm's sole expense. Proof of malpractice insurance must be sent to the County within five (5) business days upon request. Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such malpractice insurance.

11. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Firm with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Firm will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Firm. Firm will have no claim of any sort to the unexpended funds.

12. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or

against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and forthe County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutuallyagree to not seek punitive damages against either Party.

13. COMPLIANCE WITH APPLICABLE LAWS. Firm promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limitedto, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

14. ASSIGNMENT. Firm will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the Douglas County Appointed Counsel Program Coordinator and must meet the qualifications under the Nevada Department of Indigent Services to represent the charged individual. If the Firm wishes to have a substitute attorney appear for the Firm due to vacation, illness or personal family matter, then the Firm may do so and is responsible for paying the substitute attorney. There is no requirement to have the Douglas County Appointed Counsel Program Coordinator approve such substitution if the substitution is for less than twenty-five judicial days per calendar year.

15. COUNTY INSPECTION. The accounting records and expense invoices of Firm related to the Contract will be subject to inspection, examination and audit by the County, including by the County Manager and Chief Financial Officer, to audit and verify the expenses claimed by Firm.

16. DELEGATION OF AUTHORITY. The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this Contract. Such designations include the development of factors for determining whether a person is indigent, and all other properly related matters related to the appointment of indigent defense counsel. The Douglas County Appointed Counsel Program Coordinator is expressly designated the authority to oversee and implement the provisions of this Contract. This authority includes the assigning of cases on a rotating basis among attorneys to ensure an equitable distribution, ordering/requiring monthly time summaries from attorneys, and preparing vouchers for the quarterly payments due to Firm. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

17. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Firm and its principals shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Firm, its officers,employees and agents arising from or relating to this Contract. Firm will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Firm to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Firm, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

18. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

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

20. STANDARD OF CARE. Firm, its attorneys, agents and employees will perform all services in a manner consistentwith that level of care and skill ordinarily exercised by other members of the legal profession currently practicing under similar conditions and in compliance with the standards established by the Nevada Department of Indigent Defense Services and as required under the terms of this Contract.

21. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Firm or County.

22. NOTICES. All formal notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, returnreceipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any otheraddress that the Party to be notified may have designated to the sender by like notice):

To County:	Douglas County Attn. County Manager Post Office Box 218 Minden, Nevada 89423 Telephone: (775) 782-9821
To Firm:	Martin Hart, Esq. The Law Offices of Martin Hart LLC 1662 U.S. Hwy 395 N., Suite 206 Minden, NV 89423 Telephone (702) 480-1707

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed andintend to be legally bound thereby.

The Law Offices of Martin Hart LLC

By:_____
Martin Hart, Esq. (Date)

Douglas County

By:_____
Jenifer Davidson (Date)
County Manager

Board of Indigent Defense Services
Approved 10/06/2021

The Douglas County Plan for the Provision of Indigent Defense Services

Adopted 9/16/2021

I. STATEMENT OF POLICY

A. Authorities:

1. NRS 180.320(2)

2. Nevada Department of Indigent Defense Temporary Regulation Section 23

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

B. Objectives

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

II. DEFINITIONS

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

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

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

III. PROVISIONS OF REPRESENTATION

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

1. Is charged with a felony or gross misdemeanor;

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

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

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

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

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

7. is in custody as a material witness;

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

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

10. faces loss of liberty for criminal contempt;

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

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

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

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

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

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

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

1. within 72 hours as soon as feasible after their first appearance before a judge;

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

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

D. Number and Qualifications of Appointed Counsel:

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

2. two attorneys shall be appointed consistent with Section 4 and 5 herein, as soon as possible in all open murder cases which are reasonably believed to result in a Capital Case;

3. at least one of the two attorneys appointed to represent defendants charged in Capital Cases must meet the minimum standard for lead counsel pursuant to Nevada Supreme Court Rule 250 and both attorneys appointed must conform to the performance guidelines or standards as adopted by the Nevada Supreme Court for Capital Cases.

E. Eligibility for Appointed Representation:

1. Financial Eligibility:

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

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

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

(d) defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if his or her particular circumstances, including seriousness of charges being faced, monthly expenses,

and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.

2. Screening for Eligibility: Within 48 hours, the Court Administration, through Pretrial Services, or Appointed Counsel Coordinator, shall conduct screening for financial eligibility and provide a recommendation to the court with regard to eligibility of the defendant for the services of appointed counsel based upon the provisions set forth above. Appointed Counsel may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility.

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

IV. APPOINTMENT OF PRIVATE ATTORNEYS

A. System of Selection for Court Appointed Counsel Attorneys

1. Annually, Douglas County will recruit attorneys to provide indigent defense services on a contract basis.

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

3. Attorneys interested in providing indigent defense services on a contract basis will provide Letters of Interest for consideration.

4. Attorneys must demonstrate compliance with the standards and regulations of the Board of Indigent Defense Services pertaining to training, education, and qualifications by submitting an application to the Department of Indigent Defense Services.

5. The Appointed Counsel Coordinator shall establish an Appointed Counsel Selection Committee (ACSC) to review the qualifications of applicants for contract or hourly appointments, to review the list of attorneys from which appointments are made in hourly cases, to determine which attorneys shall be recommended for appointments.

6. The committee shall be made up of five (5) members who:

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

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

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

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

7. On an ongoing basis, the Committee shall:

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

(b) review any complaints from clients;

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

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

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

9. Complaints from clients, judges or the public about representation by appointed counsel shall be transmitted to the Coordinator for consideration by the ACSC in evaluation of appointed counsel.

B. Contract Attorneys

1. Douglas County shall contract for appointment of counsel;

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

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

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

(c) the hourly rate paid for all appointed counsel; and

(d) the ability of the appointed attorney to comply with the Performance Standards for Appointed Counsel as adopted and amended by the Nevada Supreme Court.

3. Douglas County shall contract with attorneys as appointed counsel only after the attorney has been qualified to enter into such a contract by the ACSC; and

4. The contract must be subject to termination annually or sooner, if determined by the ACSC that a contract attorney is not abiding by the standard guidelines for qualification of appointed counsel; and

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

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

C. Hourly and Capital Case Attorneys:

1. If contract counsel cannot handle the case; or the Appointed Counsel Program Coordinator determines the case is not appropriate for contract counsel to handle, alternative counsel will be selected by the Appointed Counsel Program Coordinator as follows:

(a) The Appointed Counsel Program Coordinator shall select this alternative appointed counsel, in consecutive order, from the hourly list, except

(b) If the nature of the case requires lead counsel be selected from the Capital Case list, the Appointed Counsel Program Coordinator, in consecutive order, shall select from the Capital Case list;

(c) The Appointed Counsel Program Coordinator shall select Second Chair counsel for a capital case: counsel may be selected next in order from the Hourly list, if the attorney qualifies under Supreme Court Rule 250 for second chair selection, or the Capital Case list.

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

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

(b) The Coordinator shall approve for payment all reasonable attorney's fees requested. In reviewing for reasonableness, the Coordinator may consider factors such as: the average case times as determined by workload analysis, time and skill required, complexity of the case, and experience and ability of the Qualified Attorney(s). The Coordinator may request additional information where necessary. In the event the Coordinator denies or modifies the request, an explanation shall be provided to the Qualified Attorney, with a copy to the County Manager and the Department of Indigent Defense Services, as to why the denied portion was not reasonable. Such denials shall be subject to judicial review pursuant to NRS 7.135.

D. Compensation of Court Appointed Counsel: Douglas County agrees to pay contract attorneys and/or panels of private attorneys up to the sum of One Hundred Ninety-Five Thousand Three Hundred and thirty-three Dollars and thirty-three Cents ($195,833.33) per year. The County will make the payment to contract attorneys and/or panels of private attorneys on a quarterly basis on the first day of the first month of the quarter.

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

F. Payment of Fees and Expenses of Appointed Counsel: Douglas County agrees to budget for case-related expenses in the amount of $100,000. Attorneys may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the Appointed Counsel Program Coordinator.

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

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

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

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

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

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

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

V. TRAINING

A. Appointed Counsel must meet all requirements for training and experience as promulgated in the Nevada Department of Indigent Defense Services regulations.

VI. DUTIES OF INDIGENT DEFENSE COUNSEL

A. Standards of Performance. Services rendered by Appointed Counsel shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Counsel must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Counsel must make all reasonable efforts to meet with the client within seven

days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.

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

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

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

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

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

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

H. Caseload Reporting: Appointed Counsel shall report caseload data and times as promulgated in the Nevada Department of Indigent Defense Services regulations.

VII. APPOINTED COUNSEL PROGRAM COORDINATOR

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

B. Duties:

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

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

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

4. The Appointed Counsel Program Coordinator shall be responsible for approving the claim for payment of each attorney and any expert or other service fees at the conclusion of appointed counsel's representation or, if appropriate, periodically during appointed counsel's representation, as specifically discussed herein.

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

VIII. EFFECTIVE DATE

A. The Douglas County Plan for the Provision of Indigent Defense Services is approved on this the 16th day of September, 2021.

Steve Sisolak
Governor

Marcie Ryba
Executive Director

Jarrod Hickman
Deputy Director

Patrick McGinnis
Deputy Director

STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES

896 West Nye Lane, Suite 202 | Carson City, NV 89703-1578
Phone: (775) 687-8490 | dids.nv.gov

March 22, 2021

Mr. Martin Hart
Law Offices of Martin Hart, LLC
526 South Seventh Street
Las Vegas, Nevada 89101

RE: Application for list of eligible providers

Dear Mr. Hart,

Thank you for submitting your application for inclusion on the Department's list of eligible indigent defense providers. In turn, counties will use the list to select counsel for contracts or panels of appointed counsel as part of their plan for indigent defense services. NRS 260.070. County plans will be submitted to the Board of Indigent Defense Services by September 3, 2021. Until plans are submitted and approved, it is anticipated that appointments will occur in the usual manner.

Date of Application: March 11, 2021

Jurisdictions: Lincoln, Nye

Categories Approved: (1) Misdemeanor; (2) Gross Misdemeanor and Category E, D, C, and B (for which the maximum penalty is 10 years or less) felonies; (3) Category B (for which the maximum penalty is 10 years or more) and non-capital Category A felonies; (4) Direct Appeals – Capital; and (5) Direct Appeals – Non-Capital.

Please note that approval for a capital case category indicates that the Department has reviewed for SCR 250's experience requirements only and does not seek to replace, substitute, or supersede any judicial finding or determination required under that rule.

If you disagree with this determination, you may submit a request for reconsideration within 30 days of receipt of this notice. Please include the basis for the reconsideration in the request. The Board of Indigent Defense Services will review any request for reconsideration submitted at the next scheduled meeting.

Sincerely,

\s\Jarrod Hickman
Jarrod Hickman
Deputy Director

AGENDA ITEM NO. V.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve Douglas County's participation in the Kroger Co. Settlement Agreement as a part of the One Nevada Agreement on the Allocation of Opioid Recoveries and authorize the County Manager to execute any required documents. (Mark B. Jackson)

RECOMMENDED MOTION:
Approve Douglas County's participation in the Kroger Co. Settlement Agreement as a part of the One Nevada Agreement on the Allocation of Opioid Recoveries and authorize the County Manager to execute any required documents.

FINANCIAL IMPACT:
It is anticipated that Douglas County will recover approximately $18,223.36 per year for 11 years after the deduction of lead litigator costs, Medicaid recovery, and the contingency fee payable to Douglas County’s outside legal counsel.

BACKGROUND:
On December 6, 2018, the Board of County Commissioners approved an agreement with the law firm of Eglet Adams to pursue claims against the manufacturers, distributors, and retailers of prescription opioids on behalf of Douglas County. On July 29, 2020, a complaint against numerous defendants was filed by Douglas County in the Ninth Judicial District Court.

The State of Nevada and many of the other counties and cities within Nevada have filed similar lawsuits. In an effort to improve the legal position of the State of Nevada and its political subdivisions, on August 5, 2021, the County Commissioners approved Douglas County’s joining with the State of Nevada and its political subdivisions to allocate future opioid recoveries and authorized the County Manager to execute the "One Nevada Agreement" on behalf of Douglas County.

The State of Nevada, Douglas County, and other local governments have previously joined multistate settlements with numerous opioids distributor and manufacturer defendants. The proposed settlement

with the Kroger Co. will resolve the claims the participants in the One Nevada Agreement, including Douglas County, have against the Kroger Co. Nevada's share of the settlement proceeds will be approximately $26,718,162.19. This amount will be payable over 11 years, which is approximately $2,607,044.92 per year. Of the anticipated $2,607,044.92 in annual settlement funds to be distributed to the State of Nevada and Nevada entities through the Kroger Co. settlement, it is anticipated that Douglas County will recover approximately $18,223.36 per year after the deduction of lead litigator costs, Medicaid recovery reductions, and the payment of the contingency fee to Douglas County's outside legal counsel. The amount of Douglas County's final recovery in the various pending legal matters will depend on numerous factors such as the amount of reimbursement Medicaid will seek and other factors. All settlement agreements are subject to oversight by the court. The State of Nevada, Douglas County, and other plaintiffs will continue to pursue the remaining defendants, including the opioid manufacturers.

ATTACHMENTS:
Kroger Settlement Agreement.pdf
Exhibit K - Kroger - Nevada Release Douglas County.pdf
Kroger Opioids Settlement Estimate.pdf

KROGER SETTLEMENT AGREEMENT

KROGER SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of March 22, 2024 (the *"Agreement")*, sets forth the terms of settlement between and among the Settling States, the Participating Subdivisions, and Kroger (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Kroger, and the Participating Subdivisions. This Agreement will then be filed as part of a Consent Judgment in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

Unless otherwise specified, the following definitions apply:

A. *"Additional Remediation Amount."* The amount available to the Settling States totaling up to $8,000,000.00, to be paid in accord with the payment schedule at Exhibit M-3.

B. *"Adjusted State Remediation Payment."* The State Remediation Payment reduced by the Overall State Allocation for each Non-Settling State on Exhibit F.

C. *"Agreement."* This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

D. *"Alleged Harms."* The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Released Entities.

E. *"Allocation Statute."* A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that Settling State and/or its Subdivisions. An Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

F. *"Annual Fees Payment."* The amounts payable by Kroger in each Payment Year comprised of the State AG Fees and Costs payment, the Additional Remediation Amount payment, and the Private Attorney Fees payment, and not including the Annual Remediation Payment.

G. "*Annual Remediation Maximum.*" The total amount available to Eligible States for Annual Remediation Payments in each Payment Year as set forth in the "Maximum Annual Remediation Payment" column of Exhibit M-1. In no event shall an Annual Remediation Payment in Payment Years 1-2, or 5-10 exceed the Annual Remediation Maximum for that Payment Year set forth in Exhibit M-1. For Payment Years 3-4, the Annual Remediation Payment may exceed the Annual Remediation Maximum for that Payment Year only to the extent needed for the Incentive Payment A Catch-up Payment for a Settling State that has not earned some or all of Incentive Payment BC in prior Payment Years, having resulted in correspondingly lower Annual Remediation Payments in those prior Payment Years. For Payment Year 11, the Annual Remediation Payment may exceed the Annual Remediation Maximum for that Payment Year only to the extent needed to pay the Incentive Payment Earn-Back provided by Section IV.H.7.

H. "*Annual Remediation Payment.*" The amount payable to the Settlement Fund by Kroger for Settling States' Base Payments and Incentive Payments on the Payment Date for each Payment Year, as calculated by the Settlement Fund Administrator.

I. "*Appropriate Official.*" As defined in Section XIII.F.3.

J. "*Bankruptcy Code.*" Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

K. "*Bar.*" Either: (1) a law barring Subdivisions in a Settling State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the Settling State (or, in a Settling State with a single intermediate court of appeals, the intermediate court of appeals) when setting forth the general principle that Subdivisions in the Settling State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Remediation Payments by Kroger under this Agreement) shall not constitute a Bar.

L. "*Base Payment.*" As defined in Section IV.G.

M. "*Case-Specific Resolution.*" Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the annual payments by Kroger under this Agreement) shall not constitute a Case-Specific Resolution.

N. "*Claim.*" Any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation,

guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

O. "*Claim-Over.*" A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

P. "*Compensatory Restitution Amount.*" The aggregate amount paid or incurred by Kroger hereunder for Opioid Remediation, which includes each Annual Remediation Payment and does not include amounts paid as attorneys' fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys' fees, investigation costs or litigation costs, which shall be up to the amount of the Adjusted State Remediation Payment.

Q. "*Consent Judgment.*" A consent judgment in a form to be agreed by the Settling States and Kroger prior to the Effective Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section X.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

R. "*Covered Conduct.*" Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Initial Participation Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) compounding, counseling and documentation relating to any Product or class of Products (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

S. "*Designated State*." The State of Tennessee.

T. "*Effective Date.*" The date sixty (60) calendar days after the Reference Date.

U. "*Eligible States*." The thirty-three (33) states of the United States listed in Exhibit F, and the District of Columbia.

V. "*Enforcement Committee.*" A committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to Section XIII.R shall be provided when there are changes in membership or contact information.

W. "*Final Order.*" An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

X. "*Global Settlement Amount.*" The Global Settlement Amount is $1,372,800,000, which is comprised of the State Remediation Payment, Private Attorney Fees, State AG Fees and Costs, and Additional Remediation Amount.

Y. "*Implementation Administrator*." Rubris, Inc., which is the vendor that will be retained by Kroger for costs of up to $1,500,000, to provide notice pursuant to Section VII.A and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Participation Agreements.

Z. "*Incentive Payment A.*" The incentive payment described in Section IV.H.4.

AA. "*Incentive Payment A Catch-up Payment*." As defined in Section IV.H.4.f.

BB. "*Incentive Payment BC.*" The incentive payment described in Section IV.H.5.

CC. "*Incentive Payment D.*" The incentive payment described in Section IV.H.6.

DD. "*Incentive Payment Earn-Back.*" The incentive payment described in Section IV.H.7.

EE. "*Initial Participating Subdivision.*" A Subdivision that meets the requirements set forth in Section VII.D.

FF. "*Initial Participation Date.*" The date ninety (90) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of Kroger and the Enforcement Committee.

GG. "*Injunctive Relief Terms.*" The terms described in Section III and set forth in Exhibit P.

HH. "*Kroger*." The Kroger Co.

II. "*Later Litigating Subdivision.*" A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that Settling State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

JJ. "*Later Participating Subdivision.*" A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VII.E.

KK. "*Litigating Subdivision.*" A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided, however,* that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

LL. "*National Arbitration Panel.*" The panel comprised as described in Section VI.F.2.b.

MM. "*National Disputes.*" As defined in Section VI.F.2.a.

NN. "*Non-Eligible State*." Any state or territory of the United States of America that is not an Eligible State.

OO. "*Non-Litigating Subdivision.*" Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

PP. "*Non-Litigating Threshold Subdivisions.*" Primary Subdivisions (a) with populations greater than 30,000 that have not sued Kroger as of the Initial Participation Date and (b) with populations between 10,000 and 30,000 that have not sued Kroger but did sue McKesson, AmerisourceBergen, Cardinal or Janssen prior to July 1, 2021 related to any allegations regarding the Products for Covered Conduct Attached as Exhibit W is a list of the Non-Litigating Threshold Subdivisions in each Eligible State. Exhibit W will be updated (including with any corrections) periodically, and a final version of Exhibit W will be attached hereto as of the Initial Participation Date.

QQ. "*Non-Participating Subdivision.*" Any Subdivision that is not a Participating Subdivision.

RR. "*Non-Party Covered Conduct Claim.*" A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

SS. "*Non-Party Settlement.*" A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

TT. "*Non-Released Entity.*" An entity that is not a Released Entity.

UU. "*Non-Settling State.*" Any Eligible State that is not a Settling State.

VV. "*Opioid Remediation.*" Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures[1] except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products in the Settling States, (2) treat or mitigate opioid use or related disorders in the Settling States, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic in the Settling States. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

WW. "*Opioid Tax.*" Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a Settling State on Kroger on the sale, transfer or distribution of opioid products; *provided*, *however*, that none of the following as currently enacted shall be considered an Opioid Tax for purposes of this Agreement: 16 Del. Code Chapter 48B; fees assessed by the Minnesota Board of Pharmacy under Minnesota Statutes section 151.065; any penalty assessed under Minnesota's Opiate Product Registration Fee law, Minnesota Statutes section 151.066; the MinnesotaCare Wholesale Drug Distributor and Use Tax, Minnesota Statutes section 292.52; the Excise Tax on sale of Opioids, Article 20-D of New York's Tax Law; the Opioid Stewardship Act, Article 33, Title 2-A of New York's Public Health Law; and Rhode Island's Opioid Stewardship Act, R.I. Gen. Laws §§ 21-28.10, *et seq.*).

[1] Reimbursement includes amounts paid to any governmental entities for past expenditures or programs

XX. "*Overall Allocation Percentage.*" A Settling State's percentage as set forth in Exhibit F.

YY. "*Participating Subdivision.*" Any Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.B and Section VII.C. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

ZZ. "*Participation Percentage of Incentive BC Eligible Subdivision Population.*" As defined in Section IV.H.5.e.

AAA. "*Parties.*" Kroger and the Settling States (each, a *"Party").*

BBB. "*Payment Date.*" March 31 for each Payment Year, which is the date by which Kroger makes the Annual Remediation Payment and the Annual Fees Payment.

CCC. "*Payment Year.*" The calendar year during which the applicable Annual Remediation Payment and the Annual Fees Payment is due. Payment Year 1 is 2024, Payment Year 2 is 2025 and so forth. References to payment "*for a Payment Year*" mean the Annual Remediation Payment and/or Annual Fees Payment due during that year. References to eligibility "*for a Payment Year*" mean eligibility in connection with the Annual Remediation Payment and/or Annual Fees Payment due during that year.

DDD. "*Potential Earn-Back Amount.*" As defined in Section IV.H.7.

EEE. "*Preliminary Agreement Date*." The date on which Kroger is to inform the Settling States of their determination whether the condition in Section II.B has been satisfied. The Preliminary Agreement Date shall be no more than ten (10) calendar days after the end of the notice period to Eligible States, unless it is extended by written agreement of Kroger and the Enforcement Committee.

FFF. "*Primary Fire District.*" A fire district that covers a population of 25,000, or 0.20% of an Eligible State's population if an Eligible State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the Eligible State and Kroger, a fire district's population is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties. "Primary Fire Districts" shall mean fire districts as identified in connection with the implementation of the July 21, 2021 Janssen Settlement Agreement.

GGG. "*Primary Subdivision.*" A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each Eligible State.

HHH. "*Prior Litigating Subdivision.*" A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,*

that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Kroger and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

III. "*Private Attorney Fees"* are the amount to be paid by Kroger for private attorneys' litigation fees and costs on behalf of Participating Subdivisions. The maximum amount of Private Attorney Fees are $148,800,000. For avoidance of doubt, Private Attorney Fees do not include State AG Fees and Costs or Additional Remediation Amount.

JJJ. "*Product."* Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Initial Participation Date.

KKK. "*Reference Date."* The date on which Kroger is to inform the Settling States of its determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of Kroger and the Enforcement Committee.

LLL. "*Released Claims."* Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Initial Participation Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against Released Entities, by a Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted prior to the Initial Participation Date by a Settling State, Subdivision, or Releasor (whether or not such Settling State, Subdivision, or Releasor has brought such action or proceeding). The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

MMM. "*Released Entities.*" With respect to Released Claims, Kroger and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of Kroger; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of Kroger or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Kroger or its subsidiaries, including in any subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of Kroger (solely in their capacity as parents or shareholders of Kroger with respect to Covered Conduct); and (6) any insurer of Kroger or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section X.C). An illustrative list of Kroger's joint ventures, subsidiaries and affiliates and predecessor entities is set forth in Exhibit J. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. Notwithstanding any other provision of this Agreement, Albertsons Companies, Inc. (and its joint ventures, subsidiaries, divisions, and affiliates, and the predecessors, successors, assigns, and agents of Albertsons Companies, Inc., its joint ventures, subsidiaries, divisions, and affiliates) is not a Released Entity and will not become a Released Entity if acquired by Kroger. Any other entity acquired, or joint venture entered into, by Kroger after the Initial Participation Date is not a Released Entity. Further and notwithstanding anything else in this paragraph, no entity sued in *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) is included as a Released Entity other than the entities listed on Exhibit J.

NNN. "*Releasors.*" With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General's and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae,* sovereign, quasi-sovereign, private attorney general, *qui tam,* taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section X.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority.

OOO. "*Remediation Accounts Fund.*" The component of the Settlement Fund described in Section V.

PPP. "*Revocation Event.*" With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

QQQ. "*Settlement Class Resolution.*" A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that Settling State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that Settling State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that Settling State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Kroger other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that Settling State opt out. In seeking certification of any Settlement Class, the applicable Settling State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

RRR. "*Settlement Fund.*" The interest-bearing fund established at U.S. Bank pursuant to this Agreement into which the Annual Remediation Payments are made under Section IV, which is intended to be classified as a "qualified settlement fund" within the meaning of 26 C.F.R. §§ 1.468B-1 *et seq*. and which shall be approved by any Settling State in accordance with the requirements of 26 C.F.R. § 1.468B-1.

SSS. "*Settlement Fund Administrator.*" BrownGreer PLC, which is the entity that annually determines the Annual Remediation Payment (including calculating offset or reduction and Incentive Payments pursuant to Section IV and any amounts subject to offset or reduction pursuant to Section XII) and Additional Remediation Amount, administers the Settlement Fund, and distributes amounts into the Remediation Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Effective Date, Kroger and the Enforcement Committee shall agree to a detailed description of the Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator's fees and costs, all of which shall be appended to the Agreement as Exhibit L.

TTT. "*Settlement Fund Escrow.*" The interest-bearing escrow fund established pursuant to this Agreement to hold disputed payments made under this Agreement.

UUU. *"Settlement Payment Schedule."* The schedule attached to this Agreement as Exhibit M-1, Exhibit M-2, and Exhibit M-3.

VVV. *"Settling State."* An Eligible State that has entered into this Agreement and delivers executed releases in accordance with Section VIII.A.

WWW. *"State Allocation."* The State Remediation Payment multiplied by the percentage for each Eligible State listed in Exhibit F. The allocation percentages in Exhibit F reflect a re-allocation to only states in which the Released Entities operate because any and all potential claims and/or liability against the Released Entities arise from alleged Covered Conduct related to Products in those states.

XXX. *"State AG Fees and Costs."* The amount to be paid by Kroger to the Settling States for their litigation fees and costs pursuant to Exhibit S and Exhibit T. The State AG Fees and Costs are 2% times the State Remediation Payment, minus the Additional Remediation Amount, with the maximum amount being $16,000,000.00.

YYY. *"State Fund."* The component of the Settlement Fund described in Section V.

ZZZ. *"Statewide Payment Amount."* The amount from an Annual Remediation Payment to be paid to a Settling State, its separate types of funds (if applicable), and its Participating Subdivision listed on Exhibit G.

AAAA. *"State Remediation Payment."* The maximum amount owed by Kroger to the Settling States and Subdivisions, exclusive of the Private Attorney Fees, State AG Fees and Costs, Additional Remediation Amount, and is in the amount of $1,200,000,000.

BBBB. *"State-Subdivision Agreement."* An agreement that a Settling State reaches with the Subdivisions in that Settling State regarding the allocation, distribution, and/or use of funds allocated to that Settling State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A Settling State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

CCCC. *"Statutory Trust."* A trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made using funds from the Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A Settling State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such Settling State's Settlement Fund, but this is not required.

DDDD. *"Subdivision."* Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a Settling State, and (2) any other subdivision, subdivision official (acting

in an official capacity on behalf of the subdivision) or sub-entity of or located within a Settling State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. "General Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.[2] The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.[3] "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.[4] References to a Settling State's Subdivisions or to a Subdivision "in," "of," or "within" a Settling State include Subdivisions located within the Settling State even if they are not formally or legally a sub-entity of the Settling State; *provided, however*, that a "Health District" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

EEEE. "*Subdivision Allocation Percentage.*" The portion of a Settling State's Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V if it becomes a Participating Subdivision. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each Settling State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement,

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[2] https://www.census.govidataidatasets/2017/econ/gus/public-use-files.html.

[3] *E.g.*, U.S. Census Bureau, "Technical Documentation: 2017 Public Use Files for State and Local Government Organization" at 7 (noting that "the Census Bureau recognizes five basic types of local governments," that three of those are "general purpose governments" (county governments, municipal governments, and township governments), and that the other two are "school district and special district governments"), https://www2.census.gov/programs-surveysigus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

[4] A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by "FUNCTION_NAME." "Govt_Units_2017_Final" spreadsheet, "Special District" sheet, included in "Independent Governments - list of governments with reference information," https://www.census.govidataidatasets/2017/econ/gus/public-use-files.html. As used herein, "Fire District" corresponds to Special District function name "24 — Local Fire Protection," "Health District" corresponds to Special District function name "32 — Health," "Hospital District" corresponds to Special District function name "40 —Hospitals," and "Library District" corresponds to Special District function name "52 — Libraries." *See id.*

Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

FFFF. *"Subdivision Fund."* The component of the Settlement Fund described in Section V.A.

GGGG. *"Subdivision Settlement Participation Form."* The form attached as Exhibit K that Participating Subdivisions must execute and return to the Implementation Administrator or Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision's claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision

HHHH. *"Threshold Motion."* A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

IIII. *"Total Unearned Incentive Payments."* As defined in Section IV.H.7.

JJJJ. *"Trigger Date."* In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by Eligible States and Condition to Preliminary Agreement

A. *Notice to Eligible States.* On March 25, 2024, this Agreement shall be distributed to all Eligible States. The Attorneys General of the Eligible States shall then have until April 24, 2024 to decide whether to become Settling States. Eligible States that determine to become Settling States shall so notify Kroger and shall further commit to obtaining any necessary additional state releases prior to the Reference Date. This notice period may be extended by written agreement of Kroger and the Enforcement Committee.

B. *Condition to Preliminary Agreement*. Following the notice period set forth in Section II.A, Kroger shall determine whether, in its sole discretion, enough Eligible States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII. If Kroger determines that this condition has been satisfied, and that notice to the Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee on the Preliminary Agreement Date. If Kroger determine that this condition has not been satisfied, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by Eligible States*. After the Preliminary Agreement Date, an Eligible State may only become a Settling State with the consent of Kroger and the Enforcement Committee. If an Eligible State becomes a Settling State more than sixty (60) calendar days after

the Preliminary Agreement Date, but on or before the Reference Date, the Subdivisions in that Eligible State that become Participating Subdivisions within ninety (90) calendar days of the Eligible State becoming a Settling State shall be considered Initial Participating Subdivisions. An Eligible State may not become a Settling State after the Reference Date.

D. *Litigation Activity.* Following the Preliminary Agreement Date, Eligible States that determine to become Settling States shall make reasonable efforts to cease litigation activity against Kroger, including by jointly seeking stays or, where appropriate, severance of claim against Kroger, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Annual Remediation Payments*

1. Kroger shall make eleven (11) Annual Remediation Payments, each comprised of Base Payments and Incentive Payments as provided in this Section IV and as determined by the Settlement Fund Administrator as set forth in this Agreement, *provided that* the Annual Remediation Payment in Payment Year 1 shall consist solely of Base Payments. The payment schedule for the Annual Remediation Payments is attached hereto as Exhibit M-2.

2. In no instance shall Kroger's Annual Remediation Payment obligation exceed the Annual Remediation Maximum, reduced for Non-Settling States, except as specified in the definition of "Annual Remediation Maximum" for Payment Years 3, 4, and 11. In no instance shall the sum of Kroger's Annual Remediation Payment obligations for Payment Years 1-11 exceed the sum of Kroger's Annual Remediation Maximums for Payment Years 1-11, reduced for Non-Settling States.

C. *Settlement Fund Payment Process*

1. To determine each Annual Remediation Payment for Payment Year 2 forward, the Settlement Fund Administrator shall use the data as of sixty (60) days prior to the Payment Date for each payment, unless another provision of the Agreement specifies a different date. Prior to the Effective Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for the Settlement Fund Administrator obtaining relevant data and for

distributing funds to the Settling States and their Participating Subdivisions listed on Exhibit G consistent with the terms of this Agreement as quickly as practical.

2. The Settlement Fund Administrator shall determine the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, consistent with the provisions in Exhibit L, by:

a. Determining, for each Settling State, the amount of Base Payments and Incentive Payments to which the Settling State is entitled by applying the criteria under Section IV.F, Section IV.G, and Section IV.H;

b. applying any offsets, credits or reductions as specified under Section IV and Section XII;

c. determining the total amount owed by Kroger to all Settling States and the Participating Subdivisions listed on Exhibit G; and

d. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, the Annual Remediation Payment pursuant to Section V among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on Exhibit G.

3. If, no later than fifty (50) days prior to the Payment Date, Kroger and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amount of the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, Kroger shall pay the agreed-upon Annual Remediation Payment amount on the Payment Date and the Settlement Fund Administrator shall treat those amounts as the determination described in Section IV.C.2. If the Settlement Fund Administrator is not so informed, it shall give notice to Kroger, the Settling States, and the Enforcement Committee of the amount of the Annual Remediation Payment, and the Statewide Payment Amount for each Settling State, following the determination described in Section IV.C.2, and the following timeline shall apply:

a. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, Kroger, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Annual Remediation Payment or the Statewide Payment Amount for a Settling State. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Kroger identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

b. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the

Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Kroger identifying the basis for disagreement with the notice of dispute.

c. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Kroger shall pay the adjusted amount, collectively totaling that year's Annual Remediation Payment, on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Kroger of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however,* that in no circumstances shall the preliminary amount to be paid be higher than the Annual Remediation Maximum. For the avoidance of doubt, a transfer of payments from the Settlement Fund Escrow for other Payment Years does not count toward determining whether the amount to be paid is higher than the Annual Remediation Maximum.

d. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Kroger into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4.

4. If a Settling State informs the Settlement Fund Administrator that it and its Participating Subdivisions listed on Exhibit G have agreed on the amount of its Statewide Payment Amount, determined pursuant to Section IV.C.2 or Section IV.C.3, to be distributed to the Settling State, among its separate types of funds (if applicable), and among its Participating Subdivisions listed on Exhibit G, the Settlement Fund Administrator shall disburse the Statewide Payment Amount pursuant to the consensus distribution amounts provided by the Settling State as quickly as practical. For a Settling State that does not so notify the Settlement Fund Administrator, the Settlement Fund Administrator shall allocate the Settling State's Statewide Payment Amount, pursuant to Section V, among the separate types of funds for the Settling State (if applicable), and among its Participating Subdivisions listed on Exhibit G using the following procedures:

a. As soon as possible for each payment and following the determination described in Section IV.C.2 or Section IV.C.3, the Settlement Fund Administrator shall give notice to the relevant Settling States and their Participating Subdivisions listed on Exhibit G of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Participating Subdivision listed on Exhibit G for each Settling State.

b. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any Settling State or Participating Subdivision listed on Exhibit G may dispute, in writing, the calculation of the amount to be received by the relevant Settling State and/or its Participating Subdivision listed on Exhibit G. A dispute will be deemed invalid and disregarded if it challenges the

allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, any affected Settling State, and any affected Participating Subdivision identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

c. Within twenty-one (21) days of the sending of a written notice of dispute, any affected Settling State or any affected Participating Subdivision may submit a response, in writing, to the Settlement Fund Administrator, any affected Settling State and any affected Participating Subdivision identifying the basis for disagreement with the notice of dispute.

d. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute.

e. The Settlement Fund Administrator shall place any disputed amount into the Settlement Fund Escrow and shall disburse any undisputed amount to the Settling State and its Participating Subdivisions eligible for payment.

5. Disputes described in this subsection shall be resolved in accordance with the terms of Section VI.F.

6. The Settlement Fund Administrator may combine the disbursements of Annual Remediation Payments with disbursement of funds under other comparable opioid settlements. In determining when disbursements for each Annual Remediation Payment will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

7. For the avoidance of doubt, a Subdivision not listed on Exhibit G shall not receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

D. *Procedure for Annual Remediation Payment and Annual Fees Payment in Payment Year 1*. The process described in Section IV.C shall not apply to Payment Year 1. The procedure in lieu of Section IV.C for Payment Year 1 is as set forth below:

1. The Payment Date for Payment Year 1 is March 31, 2024. Kroger shall deposit into a segregated interest-bearing bank account it establishes the "Maximum Base Payment" for Payment Year 1 as specified in Exhibit M-2. Kroger shall also deposit into two (2) separate segregated interest-bearing bank accounts it establishes: (a) the "Maximum Exhibit R Attorney Fee and Cost Funds" for Payment Year 1 as specified in Exhibit M-3; and (b) the sum of the "State Cost Fund," the "Maximum State Outside Counsel Fee Fund," and the "Maximum Additional Remediation Amount" for Payment Year 1 as specified in Exhibit M-3. Kroger shall separately account for the interest earned on each of the three (3) accounts.

2. Kroger shall provide proof to the Enforcement Committee of the deposits required by Section IV.D.1 by March 31, 2024. Kroger shall not remove any money from the segregated bank accounts, except as provided by Section IV.D.3 and Section IV.D.4.

3. In the event that an Eligible State does not agree to become a Settling State by the Preliminary Agreement Date, such State's share of the funds held in the segregated bank account holding the "Maximum Base Payment" for Payment Year 1 shall immediately revert to Kroger. This amount shall be calculated by multiplying the aggregate Overall Allocation Percentage attributable to Eligible States that have not agreed to become Settling State by the Preliminary Agreement Date by the "Maximum Base Payment" amount specified in Exhibit M-2 for Payment Year 1. In the event that, in accordance with the terms of Section VIII.B, Kroger determines not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the segregated bank accounts shall immediately revert to Kroger.

4. If the condition set forth in Section VIII.B is met, Kroger shall transfer into the Settlement Fund, no later than five (5) business days after the Reference Date (unless the Enforcement Committee specifies a later date), the amount in the segregated account holding the "Maximum Base Payment" for Payment Year 1 (including all interest accrued on that account) plus the total amount of the Base Payment owed in Payment Year 1 for the Eligible States that newly agreed to become a Settling State between the Preliminary Agreement Date and the Reference Date, which shall be calculated by multiplying those Settling States' Overall Allocation Percentage by the amount specified in Exhibit M-2 for Payment Year 1. If the condition set forth in Section VIII.B is met, Kroger also shall transfer into the relevant funds as directed by the Enforcement Committee, no later than five (5) business days after the Reference Date (unless the Enforcement Committee specifies a later date), the amount in the segregated account holding the "Maximum Exhibit R Attorney Fee and Cost Funds" for Payment Year 1 (including all interest accrued on that account), and the amount in the segregated account holding the sum of the "State Cost Fund," the "Maximum State Outside Counsel Fee Fund," and the "Maximum Additional Remediation Amount" for Payment Year 1 (including all interest accrued on that account), except that any reductions provided by Section IX.B and Exhibits R, S, and T shall revert to Kroger. Kroger shall provide an accounting to the Enforcement Committee of the transfers, including Statewide Payment Amount for Payment Year 1 for each Eligible State that newly agreed to become a Settling State between the Preliminary Agreement Date and the Reference Date.

5. The Annual Remediation Payment for Payment Year 1 transferred by Kroger into the Settlement Fund pursuant to Section IV.D.4 shall be disbursed by the Settlement Fund Administrator after the Effective Date to each Settling State and to its Initial Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4 through Section IV.C.7; *provided, however*, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions listed on Exhibit G shall not be disbursed until ten (10) calendar days after the entry of the Consent Judgment in that Settling State.

E. *Payment Date for Payment Years 2 through 11.* The Payment Date for Payment Year 2 is March 31, 2025. The Payment Date for Payment Years 3 through 11 shall be each successive March 31. The Annual Remediation Payments for those Payment Years shall be made pursuant to the process set forth in Section IV.C.

F. *Offsets to Annual Remediation Payments to the Settlement Fund for Non-Settling States.* An offset equal to $1,200,000,000 times the Overall Allocation Percentage assigned to each Non-Settling State in Exhibit F shall be deducted from the total amount to be paid by Kroger to the Settlement Fund. For the avoidance of doubt, the Adjusted State Remediation Payment is calculated in a way that reflects this offset. The Base Payments and Incentive Payments are also subject to offset and reduction as provided in Section XII.

G. *Base Payments.*

1. Subject to the offset and reduction provisions set forth in Section XII, Kroger shall make Base Payments into the Settlement Fund in an amount equal to thirty-eight percent (38%) of the Adjusted State Remediation Payment. The maximum total for Base Payments is $456,000,000. The Base Payments shall be due in installments consistent with Exhibit M-2 over the eleven (11) Payment Years, subject to potential offsets for Non-Settling States as provided in Section IV.F.

2. The Base Payment for any Settling State in each Payment Year shall be the Base Payment for that Payment Year specified in Exhibit M-2 times the Settling State's Overall Allocation Percentage specified in Exhibit F.

H. *Incentive Payments.*

1. Subject to the offset and reduction provisions set forth in Section XII, Kroger shall make potential additional incentive payments totaling up to a maximum of sixty-two percent (62%) of the Adjusted State Remediation Payment, with the Incentive Payment amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payments is $744,000,000.

2. A Settling State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements specified below. With the exception of the Incentive Payment Earn-Back, the maximum total Incentive Payment for any Settling State shall be no more than the maximum total for Incentive Payments listed in Section IV.H.1 times the Settling State's Overall Allocation Percentage specified in Exhibit F. With the exception of the Incentive Payment Earn-Back, Incentive Payments are state-specific, with the actual amount depending on whether and the extent to which the criteria set forth below are met in such Settling State.

3. The incentive payments shall be divided among four (4) categories, referred to as Incentive Payments A, BC and D, and the Incentive Payment Earn-Back. Incentive Payments A and BC will be due in installments over the ten (10) Payment Years beginning with Payment Year 2, and Incentive Payment D will be due in installments over Payment Years 6 through 11, as shown on Exhibit M-2. The Incentive Payment Earn-Back will be

due, if earned pursuant to Section IV.H.7, in Payment Year 11. The total amount of incentive payments in an Annual Remediation Payment shall be the sum of the incentive payments for which the individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below. For the avoidance of doubt, eligibility for Incentive Payments A, BC, and D shall be determined on a Settling State-by-Settling State basis.

4. Incentive Payment A.

a. Incentive Payment A is mutually exclusive with Incentive Payments BC and D; if a Settling State receives Incentive Payment A in an Annual Remediation Payment, such Settling State is not eligible for Incentive Payments BC or D in that Annual Remediation Payment. A Settling State that receives Incentive Payment A is eligible to receive the Incentive Payment Earn-Back, if the requirements of Section IV.H.7 are met.

b. Incentive Payment A shall be equal to sixty-two percent (62%) of the Adjusted State Remediation Payment, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Remediation Payment over ten (10) Payment Years, starting in Payment Year 2, and shall equal a total potential maximum of $744,000,000 if all Eligible States qualify for Incentive Payment A. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State qualifies, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M-2 times the Settling State's Overall Allocation Percentage.

c. Qualification for Incentive Payment A is as follows: A Settling State qualifies for Incentive Payment A if, as of two (2) years of the Effective Date: (i) there is a Bar in that Settling State in full force and effect, (ii) there is a Settlement Class Resolution in that Settling State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a Settling State's population, whichever is greater, Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district, and Primary Fire Districts; or (iv) a combination of the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions (*e.g.,* a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. Kroger and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Initial Participation Date.

d. A Settling State that does not qualify for Incentive Payment A as of two (2) years after the Effective Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

e. Kroger shall indicate before the Initial Participation Date whether existing legislation in a Settling State is sufficient to qualify as a Bar.

f. If a Settling State does not qualify for Incentive Payment A as of the Payment Date for Payment Year 2, and becomes eligible for Incentive Payment A as of Payment Date for Payment Year 3, it shall receive the payment that it would have received for Incentive Payment A for Payment Year 2 (the "Incentive Payment A Catch-up Payment") on the Payment Date for Payment Year 3. If a Settling State is not eligible for Incentive Payment A as of the Payment Date for Payment Year 3, and becomes eligible for Incentive Payment A as of two (2) years after the Effective Date, it shall receive the payment that it would have received for Incentive Payment A for Payment Years 2 and 3 (also an "Incentive Payment A Catch-up Payment") on the Payment Date for Payment Year 4. The Incentive Payment A Catch-up Payment shall be reduced by any amounts paid to the Settling State under Incentive Payment BC prior to the Settling State's eligibility for Incentive Payment A.

g. If Kroger made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the Settling State requalifies for Incentive Payment A through any method pursuant to Section IV.H.4.c, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Kroger in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by Kroger).

5. Incentive Payment BC.

a. Incentive Payment BC shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment BC shall be up to a maximum of fifty-nine percent (59%) of the Settling State's State Allocation. Incentive Payment BC will be due to a Settling State as part of the Annual Remediation Payment over ten (10) Payment Years, starting in Annual Remediation Payment 2. Subject to Section IV.F, Incentive Payment BC shall equal a total potential maximum of $708,000,000 if all states are eligible.

c. A Settling State may earn Incentive Payment BC in Annual Remediation Payments 2 through 11 and may receive, when combined with the Settling State's Base Payment, a maximum of up to ninety-seven 97% of the Settling State's State Allocation. The maximum Incentive Payment BC for any Settling State in a given Payment Year shall be the Incentive Payment BC for that Payment Year specified in Exhibit M-2 times the Settling State's Overall Allocation Percentage specified in Exhibit F, provided such Settling State becomes eligible for Incentive Payment BC by sixty (60) days before the Payment Date for Payment Year 6.

d. The amount of Incentive Payment BC for which a Settling State is eligible shall be determined based on the aggregate population of the Settling State's Incentive BC Subdivisions that are Participating Subdivisions or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of all the Settling State's Incentive BC Subdivisions. The Settling State's Incentive BC Subdivisions are (i) all Litigating Subdivisions (including School Districts and Special Districts) and (ii) all Non-Litigating Threshold Subdivisions (collectively, all Litigating Subdivisions and all Non-Litigating Threshold Subdivisions are "*Incentive BC Subdivisions*").

e. The percentage of the Settling State's maximum Incentive Payment BC for the Payment Year provided by Section IV.H.5.c to which the Settling State is entitled shall be determined according to the table of Incentive BC payment levels below:

Participation Percentage of Incentive BC Eligible Subdivision Population[5]	**Incentive Payment BC Percentage for the Relevant Payment Year**
Less than 85%	0%
85% or more but less than 86%	3.57%
86% or more but less than 87%	8.93%

[5] The "Participation Percentage of Incentive BC Eligible Subdivision Population" shall be determined by the aggregate population of the Settling State's Incentive BC Subdivisions that are Participating Subdivisions, or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of the Settling State's Incentive BC Subdivisions. In calculating the Settling State's population that resides in Incentive BC Subdivisions, the population of the Settling State's Incentive BC Subdivisions shall be the sum of the population of all Incentive BC Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive BC Subdivision. An individual Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Subdivision will be excluded from the numerator or denominator under this sentence unless a Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section X) of the Subdivision to be excluded.

87% or more but less than 88%	14.29%
88% or more but less than 89%	19.64%
89% or more but less than 90%	25%
90% or more but less than 91%	30.36%
91% or more but less than 92%	35.71%
92% or more but less than 93%	41.07%
93% or more but less than 94%	46.43%
94% or more but less than 95%	51.79%
95% or more but less than 96%	60.71%
96% or more but less than 97%	68.75%
97% or more but less than 98%	76.79%
98% or more but less than 99%	84.82%
99% or more but less than 100%	92.86%
100%	100%

f. For Payment Years 2-5, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date. For Payment Years 6-11, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date for Payment Year 6. If Incentive BC Eligible Subdivisions that have become Participating Subdivisions, or achieved Case-Specific Resolution status, collectively represent less than eighty-five percent (85%) of a Settling State's Incentive BC Eligible Subdivision population by sixty (60) days before the Payment Date for Payment Year 6, the Settling State shall not receive any Incentive Payment BC.

g. If there are no Incentive BC Eligible Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment BC because it is not eligible for Incentive Payment A, that Settling State will receive its maximum

Incentive Payment BC for that Annual Remediation Payment provided by Section IV.H.5.c.

6. Incentive Payment D.

a. Incentive Payment D shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment D shall be equal to up to a maximum of ten percent (10%) of the Adjusted State Remediation Payment, with the actual amount depending whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payment D is $120,000,000.[6]

c. Incentive Payment D shall be paid starting at Payment Year 6 and the amount of Incentive Payment D in Payment Years 6-11 will depend on (i) the Settling State meeting the qualifications set out in Section IV.H.6.d and (ii) the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6.

d. A Settling State qualifies for Incentive Payment D if no Later Litigating Subdivision (for purposes of Incentive Payment D, Later Litigating Subdivisions are limited to (i) a Primary Subdivision; (ii) a school district with a K-12 student enrollment of at least 25,000 or 0.10% of the Settling State's population, whichever is greater; (iii) a health district or hospital district that has at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and (iv) Primary Fire Districts) in that Settling State has a lawsuit against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

e. A Settling State's qualification for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date ("*Incentive Payment D Look-Back Date*"). If a Later Litigating Subdivision's lawsuit in that Settling State survives more than six (6) months after denial in whole or in part a Threshold Motion after that date, that Settling State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

f. The Incentive Payment D for any Settling State qualifying for Incentive Payment D in Payment Years 6-11 shall be equal to between three percent (3%) and ten percent (10%) of the of the State Remediation Payment times the Settling State's Overall Allocation Percentage specified in Exhibit F. The

[6] The Incentive Payment BC table specified in Section IV.H.5.e and Incentive Payment D table specified in Section IV.H.6.f operate so that the combined amount of Incentive Payment BC and Incentive Payment D cannot exceed sixty-two percent (62%) of the Adjusted State Remediation Payment over the term of the Agreement. Kroger will have no obligation to pay more than $744,000,000 for the combined amounts of Incentive Payment BC and Incentive Payment D minus any offsets for Non-Settling States specified in Section IV.F.

applicable percentage shall be determined based on the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6 as shown in the table below:

Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days prior to the Payment Date for Payment Year 6	**Each Eligible Settling State's Applicable Incentive Payment D Percentage**
Participation of less than 95%	10% of State Allocation
Participation of 95% but less than 96%	9% of State Allocation
Participation of 96% but less than 97%	8% of State Allocation
Participation of 97% but less than 98%	7% of State Allocation
Participation of 98% but less than 99%	6% of State Allocation
Participation of 99% but less than 100%	5% of State Allocation
Participation of 100%	3% of State Allocation

g. Incentive Payment D shall be paid in six equal installments. Prior to making the Annual Remediation Payment for Payment Years 6-11, the Settlement Fund Administrator shall determine a Settling State's qualification for Incentive Payment D as of the Incentive Payment D Look-Back Date for that Payment Year. Prior to the Incentive Payment D Look-Back Date for each Payment Year, Kroger may provide the Settlement Fund Administrator and the Enforcement Committee with notice identifying any Settling State(s) it believes do not qualify for Incentive Payment D and information supporting its belief.

h. Notwithstanding Section IV.H.6.d and Section IV.H.6.e, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D less any litigation fees and costs incurred by Kroger in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

7. Incentive Payment Earn-Back. Upon calculation of Incentive Payments A, BC, and D for Payment Year 11, all Incentive Payment amounts that have been unearned by any Settling State under this Agreement for Payment Years 2-11 will be aggregated to determine the Total Unearned Incentive Payments for all Settling States. In Payment Year 11, the Settling States can collectively qualify to receive the Total Unearned Incentive Payments, up to a maximum of 2% of the State Remediation Payment ($24,000,000) (the "Potential Earn-Back Amount"), if there has been no lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State that survived more than six (6) months after denial in whole or in part of a Threshold Motion. If, at any point prior to Payment Year 11, any lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State survives more than (6) months

after denial in whole or in part of a Threshold Motion, no Settling State is eligible for any portion of the Potential Earn-Back Amount. If no lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State survives more than six (6) months after denial in whole or in part of a Threshold Motion, then the Settling States will receive the Potential Earn-Back Amount in accordance with the Overall Allocation Percentages in Exhibit F.

I. In no event shall any Settling State receive Base Payments and Incentive Payments A, BC, and D totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F times the State Remediation Payment. However, if the requirements in Section IV.H.7 are met by the Settling States, a Settling State may receive Base Payments and Incentive Payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F times the State Remediation Payment.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund.* The Settlement Fund shall be funded by the Annual Remediation Payments and comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to Kroger.

B. *Use of Settlement Payments.*

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than ninety-five (95%) of Kroger's maximum amount of payments pursuant to Section IV as set forth on Exhibit M-2 over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and Kroger how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section V.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of Settling States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate Base Payments under Section IV.G among the Settling States pursuant to Section IV.G.2. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat Incentive Payments under Section IV.H on a state-specific basis. Incentive Payments for which a Settling State is eligible under Section IV.H will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Application of Adjustments. If an offset or reduction under Section XII applies with respect to a Settling State, the offset or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Remediation Accounts Fund, and the Subdivision Fund for that Settling State.

4. Settlement Fund Administrator. Prior to the Effective Date, Kroger and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however,* that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Kroger shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. *Settlement Fund Reallocation and Distribution*. As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2

address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.[7] For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to Kroger and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such Settling State's State Fund, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation then, to the extent allocation or distribution is addressed, the amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to remediation, then the default provisions of this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that Settling State would still apply, while the distribution of the applicable State's Remediation Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the Settling State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Fund Administrator is not required to honor a voluntary redistribution for which notice is provided to it less than sixty (60) calendar days prior to the applicable Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts apportioned to that

[7] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms

Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that Settling State's State Fund shall be distributed to that Settling State.

b. Amounts apportioned to that Settling State's Remediation Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Remediation Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the Settling State's Remediation Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that Settling State's Subdivision Fund shall be distributed to Participating Subdivisions in that Settling State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will directly receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3 to Special Districts that are Participating Subdivisions. A Settling State may allocate funds from its State Fund or Remediation Accounts Fund for Special Districts that are Participating Subdivisions.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, i.e., no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate Section VII.E through Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Remediation Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that Settling State's Remediation Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Remediation Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:

a. Regional Remediation.

(i) At least fifty percent (50%) of distributions for remediation from a Settling State's Remediation Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, the Settling State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that Settling State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of Settling States that do not have counties or parishes that

function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (3) has funded or otherwise managed an established health care or treatment infrastructure *(e.g.,* health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small Settling States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.b shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the *"Advisory Committee")* to provide input and recommendations regarding remediation spending from that Settling State's Remediation Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however,* the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their remediation needs, and proposals for remediation strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Remediation Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to between Kroger and the Enforcement Committee

F. *Nature of Payment*. Kroger, the Settling States, and the Participating Subdivisions each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is less than or equal to the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by Kroger constitutes, and is paid for, compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i) in order to restore, in whole or in part, the Settling States, Participating Subdivisions, and persons to the same position or condition that they would be in had the Settling States, Participating Subdivisions, and persons not suffered the Alleged Harms, and constitutes compensatory restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law; and

4. For the avoidance of doubt: (a) the entire Compensatory Restitution Amount is properly characterized as described in Section V.F, (b) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (c) no portion of the Global Settlement Amount constitutes the disgorgement of any allegedly ill-gotten gains, and (d) no portion of the Global Settlement Amount is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability*. This Agreement is enforceable only by the Settling States and Kroger; *provided, however,* that Released Entities may enforce Section X and Participating Subdivisions listed on Exhibit G have the enforcement rights described later in this paragraph and in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights against Kroger with respect to either the terms of this Agreement that apply only to or in other Settling States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Kroger with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments

that would be allocated to the Participating Subdivisions or the Remediation Accounts Fund in such Settling State; *provided, however,* that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* Kroger consents to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Kroger believes that the ninety-five percent (95%) threshold established in Section V.B.1 is not being satisfied, any Party may request that Kroger and the Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to Kroger seeking to reduce its Annual Remediation Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the ninety-five percent (95%) threshold established in Section V.B.1; (ii) only reduce Annual Remediation Payments to those Settling States and their Participating Subdivision(s) that are below the ninety-five percent (95%) threshold established in Section V.B.1; and (iii) not reduce Annual Remediation Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Remediation Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between the Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Kroger Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State to seek resolution regarding the failure by Kroger to make its Annual Remediation Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims; and

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best

efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or Kroger shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular state's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the failure by Kroger to pay the Annual Remediation Payment or the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between Kroger and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(v) the interpretation and application of any most-favored-nation provision in Section XIII.D;

(vi) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(vii) disputes involving liability of successor entities;

(viii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, BC or D;

(ix) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section X.B.4.c;

(x) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xi) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by Kroger, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Kroger on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Kroger, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Kroger whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a Settling State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, e.g., a dispute between Kroger and Settling States/Participating Subdivisions shall be split fifty percent (50%) by Kroger and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining party must:

a. Provide written notice to the Enforcement Committee and/or Kroger of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however,* that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of Kroger such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. To the extent allowed by applicable law, this Settlement Agreement shall not be deemed to create a lien or encumbrance against any real property owned by Kroger or its affiliates, unless in the event of a default or breach of the payment provisions by Kroger. Nothing in this

Section shall be construed to limit any remedy of any Settling State or Participating Subdivision in the event of a default or breach of this Agreement by Kroger.

H. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling States' Civil Investigative Demand *("CID")* or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Kroger reserve all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Implementation Administrator shall send individual written notice (which may be delivered via e-mail or other electronic means and may be combined with distribution of the Subdivision Settlement Participation Form) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the Preliminary Agreement Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions and Special Districts listed on Exhibit G. Up to $1,500,000 of the costs of the Implementation Administrator shall be paid for by Kroger. The Settling States, with the cooperation of Kroger, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however,* that Non-Litigating Subdivisions

may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) and upon prompt dismissal with prejudice of its lawsuit following the Reference Date or the date on which the conditions for effectiveness in Section VIII.B have been met, whichever is later. A Settling State may require each Litigating Subdivision in that Settling State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Implementation Administrator until the Reference Date. If, for any reason, the Agreement does not become effective, all obligations created by such forms and releases in them shall be void *ab initio* and/ all Subdivision Participation Agreements shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligations.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. A Later Participating Subdivision shall not receive any share of any Annual Remediation Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after January 31, 2025, shall receive seventy-five percent (75%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however,* that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any Base Payment or Incentive Payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its state shall receive twenty-five percent (25%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Kroger.

G. *Ineligible Subdivisions.* Prior Litigating Subdivisions whose claims have already been resolved, Subdivisions located in Non-Settling States, and Subdivisions not located in Eligible States cannot be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Remediation Payment, including from the State Fund and direct distributions from the Remediation Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any Base Payment and Incentive Payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed with Settlement—Settling States.* Following the Initial Subdivision Participation Date, the Settling States on the Enforcement Committee shall determine whether to proceed with the Agreement. No later than fifteen (15) calendar days prior to the Reference Date, the Settling States shall provide notice to Kroger and the Enforcement Committee of their decision. If the Settling States elect not to proceed, this Agreement will have no further effect, and all releases (including those contained in Subdivision Participation Agreements) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void. Within seven (7) calendar days of informing Kroger that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to Kroger.

B. *Determination to Proceed with Settlement—Kroger*. If the Settling States elect to proceed, Kroger will then determine on or before the Reference Date whether there is sufficient Eligible State participation, sufficient Subdivision participation, and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Kroger and may be based on any criteria or factors deemed relevant by Kroger.

C. *Notice by Kroger.* On or before the Reference Date, Kroger shall inform the Settling States of its determination pursuant to Section VIII.B. If Kroger determines to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If Kroger determines not to proceed, this Agreement will have no further effect, any amounts deposited for Payment Year 1, including funds referenced in Section IV.D.1 and Exhibit M, shall revert to Kroger, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

IX. Settling State and Participating Subdivision Attorneys' Fees and Costs and Additional Remediation Amount

A. The Agreement on Subdivision Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. Agreed terms concerning the State Outside Counsel Fee Fund and the State Cost Fund are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

B. *Additional Remediation Amount.*

1. Subject to and without exceeding the maximum payment amounts set forth in the "Additional Remediation Amount" column of Exhibit M-3 and subject to the reduction specified in Section IX.B.2, Kroger shall pay an Additional Remediation Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth in Exhibit M-3, as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

2. *Reduction of Additional Remediation Amount*. The amounts owed by Kroger pursuant to this Section IX.B shall be reduced by the allocations set forth on Exhibit N for Non-Settling States.

3. For the avoidance of doubt, (1) a Settling State that retained outside counsel in connection with the investigation of Kroger that receives an Additional Remediation Amount because the Settling State was not otherwise eligible to receive funds from the State Outside Counsel Fee Fund may choose to have the Additional Remediation Amount designated to pay the Settling State's outside counsel, and may instruct the Settlement Fund Administrator to pay those funds directly to the Settling State's outside counsel, and (2) Additional Remediation Amount funds, including funds designated by a Settling State to pay its outside counsel under this paragraph, shall not be subject to allocation as provided in Section V.C through Section V.E.

C. All payments addressed by this Section IX will be made on March 31 for each Payment Year in which they are due pursuant to Exhibit M-3.

X. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivisions hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section X.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Kroger in Section X.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section X.B.3 or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section X.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section X.B.2 with respect to that Non-Released Entity and that Releasor and Kroger shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Kroger:

a. Kroger shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Kroger and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Agreement;

c. That Releasor and Kroger shall take steps sufficient and permissible under the law of the state of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Kroger or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Kroger to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Kroger by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Kroger under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Kroger may devise to hold Kroger harmless from the Claim-Over.

d. The actions of that Releasor and Kroger taken pursuant to paragraph (c) must, in combination, ensure Kroger is not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Kroger may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Kroger shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Kroger harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Kroger may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section X.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Kroger shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. *General Release.* In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

E. *Assigned Interest Waiver.* To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against Kroger (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, the Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to Kroger.

F. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

G. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the Settling State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and

instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the Settling State's Governor. Also for the purposes of clause (3), a release from a Settling State's Governor as set forth in Exhibit X is sufficient to demonstrate that the appropriate releases have been obtained.

H. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

I. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Kroger to secure the prompt dismissal of any and all Released Claims, including suits brought by non-Releasors based on Released Claims. Releasors will meet and confer and make reasonable efforts to resolve any action that is filed by a Subdivision against Kroger on or after the date the Preliminary Agreement Date. This provision shall not require a Settling State to make any monetary payment or adjustment to allocation or incur other obligation.

J. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, workers' compensation Claims, Claims for liability under tax law, Claims under securities law by a Settling State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

XI. Later Litigating Subdivisions

A. *Released Claims against Released Entities.* If a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date, the following shall apply subject to Section XI.B:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim and shall not oppose a Settling State's submission in support of the Threshold Motion. Kroger shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Kroger under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Kroger shall confer and use reasonable efforts to

promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

2. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, Kroger shall receive a dollar-for-dollar offset against Incentive Payment D for the amount paid. The offset shall be applied against the relevant portion of the Annual Remediation Payments starting in Payment Year 11 and working backwards.

3. For the avoidance of doubt, any offset pursuant to this Section XI in a Settling State that at the time is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

4. *"Terms requiring payment"* shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General's consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. *Exceptions*

1. Section XI.A shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein.

2. An offset under Section XI.A.2 shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under Section XII.

3. Section XI.A shall not apply where the Later Litigating Subdivision seeks less than $10 million, or so long as its total claim is reduced to less than $10 million, in the lawsuit for a Released Claim at issue.

C. *No Effect on Other Provisions.* An offset under Section XI.A shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States*. An offset under Section XI.A applicable to one State shall not affect the allocation or payment of the Annual Remediation Payment to other Settling States.

E. *Litigating Subdivisions in Non-Eligible States.* The Settling States will not encourage, facilitate, or assist in any manner whatsoever claims for Covered Conduct against Kroger in any Settling, Non-Settling, or Non-Eligible State, regardless of whether those claims were filed against Kroger prior to, on, or after the Effective Date.

XII. Other Reductions/Offsets

A. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Kroger shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that Settling State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under Section XI.A with respect to the Subdivision at issue.

B. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If Kroger made any Annual Remediation Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Remediation Payment, Kroger shall receive a dollar-for-dollar offset against the portion of remaining Annual Remediation Payments that would be allocated to that Settling State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by Kroger by virtue of the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from Kroger during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

C. *Certain Taxes.* Amounts paid by Kroger under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against Kroger obligation to pay its share of the Annual Remediation Payment in that Payment Year that would be allocated to the taxing Settling State or its Participating Subdivisions. If such amounts paid exceed the Annual Remediation Payment allocable to the taxing Settling State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its remaining Annual Remediation Payments that would be allocated to the taxing Settling State or its Participating Subdivisions. Kroger represents that as of March 4, 2024, there is no Opioid Tax currently in effect in any Eligible State that would give rise to this offset provision.

XIII. Miscellaneous

A. *Population of General Purpose Governments.* The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July

1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used other than Section IV.H.4.c and Section IV.H.6.d: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act *("IDEA")* or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served.[8] For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. Kroger and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

C. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *Most-Favored-Nation Provision*

1. If, after the Effective Date, Kroger enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIII.D.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain overall payment terms at least as favorable as those obtained by such Non-Settling State. "Overall payment terms" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Effective Date, Kroger shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by Kroger with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the consideration set forth in Section XIII.D.1, the Settling State(s) and Kroger shall engage in the following process:

[8] The estimates for counties and parishes were accessed at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html. The estimates for cities and towns can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html.

a. Within sixty (60) calendar days of the date on which the Enforcement Committee provides a settlement agreement or consent judgment to Settling States, the Settling State(s) shall provide notice to Kroger of its intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the Settling State(s)'s belief that it is entitled to a revision of the Agreement.

b. Kroger shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Kroger do not reach agreement as to the application of Section XIII.D.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIII.D.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State and Kroger shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to Kroger, overall payment terms at least as favorable as those obtained by such Non-Settling State.

4. This Section XIII.D does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement with Kroger that is entered into with a Non-Settling State: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial between Kroger and the Non-Settling State, or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Kroger jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; (c) the earlier of (i) after a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against Kroger in the Non-Settling State's case; (ii) after a sanctions ruling against Kroger in the Non-Settling State's case against Kroger; or (iii) after any ruling has issued in the Non-Settling State's case against any manufacturer, distributor, or pharmacy on the issue of joint and several liability. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.

5. This Section XIII.D does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Kroger and Non-Participating Subdivisions or Non-Participating Special Districts.

6. This Section XIII.D will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

E. *No Admission.* Kroger does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Kroger.

F. *Tax Cooperation and Reporting.*

1. Upon request by Kroger, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Kroger to establish the statements set forth in Section V.F to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by 26 C.F.R § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIII.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with Kroger with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. Pursuant to 26 C.F.R. § 1.6050X-1(a) and (b), the Designated State, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of 26 C.F.R. § 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official"). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to Kroger and (ii) any legally required forms, returns or amended returns with any applicable governmental authority, or any returns requested by Kroger, and (b) provides to Kroger a copy of (i) the IRS Form 1098-F filed with respect to Kroger and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such forms, returns, or statements shall be prepared and filed in a manner fully consistent with Section V.F. and as set forth in Section XIII.F.4.

4. Any form, return, amended return, or written statement filed or provided pursuant to Section XIII.F.3, and any similar document, shall be prepared and filed in a manner consistent with reporting the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in the attached Exhibit U. If the Designated State or Appropriate Official shall be required to file any form, return, amended return, or written statement contemplated by this Section

XIII.F other than an IRS Form 1098-F in the form attached as Exhibit U, the Designated State shall direct and ensure that the Appropriate Official provides to Kroger a draft of such form, return, amended return, or written statement no later than sixty (60) calendar days prior to the due date thereof, and shall accept any reasonable revisions from Kroger on the return, amended return, or written statement.

5. For the avoidance of doubt, neither Kroger nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the Settling State or Released Entity. Settling States may not assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement

N. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving Kroger of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that Kroger cannot comply with this Agreement without violating such a requirement or requirements, Kroger shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement.

P. *Waive Challenge.* The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIII.N.

Q. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

R. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller, Deputy General Counsel

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1014 Vine St.
Cincinnati, OH 45202

Antonio Matthews
toney.matthews@kroger.com
1014 Vine St.
Cincinnati, OH 45202

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIII.R.

S. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, Kroger and its respective successors and assigns.

2. Kroger shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Kroger (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by Kroger) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Kroger's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless Kroger obtains the

acquiror's agreement that it will be either a guarantor of or successor to the percentage of Kroger's remaining Payment Obligations under this Agreement equal to the percentage of Kroger's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of Kroger most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIII.U shall be enforceable solely by the Settling States, and any objection under this Section XIII.U not raised within sixty (60) calendar days of the announcement of the relevant transaction is waived.

V. *Modification, Amendment, Alteration.* In the event the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, or Kroger concludes prior to the Reference Date that technical corrections are required to this Agreement, the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, and Kroger shall meet and confer and make such amendments as they agree are appropriate. After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Kroger, along with the signature of at least two-thirds of those then serving as Attorney General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in Settling States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

W. *Termination.*

1. Unless otherwise agreed to by each of Kroger and the Settling States, this Agreement and all of its terms (except Section XIII.Q and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to a Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has

become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIII.W.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Kroger and the Settling State shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. Kroger and the Settling State shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Kroger and the Settling State shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless Kroger and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 11, *provided* that Kroger has performed its Payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section XIII.W.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIII.W.3.

X. *Governing Law.* Except as (1) otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Kroger or against which Kroger is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

Y. *Bankruptcy.* The following provisions shall apply if Kroger enters bankruptcy and (i) the Kroger bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by Kroger pursuant to 11 U.S.C. § 365:

1. In the event that the both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to Kroger) that the financial obligations of this Agreement have been terminated and

rendered null and void (except as provided in Section XIII.Y.1.a) due to a material breach by Kroger, whereupon:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to Kroger; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to Kroger and the Settling States shall have the right to assert any and all claims against Kroger in the bankruptcy or otherwise without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided*, *however*, that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than Kroger itself; and (ii) in the event the Settling State asserts any Released Claim against Kroger after the rejection and/or termination of this Agreement as described in this Section XIII.Y.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments the Settling State has previously received from Kroger under this Agreement shall be applied to reduce the amount of any such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that the Settling State is required to disgorge or repay to Kroger's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Kroger subject to all defenses and rights of the Kroger.

Z. *Waiver*. Kroger, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until such time as all of Kroger's payment obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Kroger's payment obligations incurred hereunder are satisfied in full, Kroger's rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims, Claims that

would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

EXHIBIT A

Alleged Harms

The following expert reports that were served in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) provide non-exclusive examples of Alleged Harms:

1. Expert reports of G. Caleb Alexander, dated April 16, 2021.

2. Expert reports of David Cutler, dated April 16, 2019; supplemental expert report of David Cutler, dated April 21, 2021; and second supplemental expert report of David Cutler, dated May 10, 2021.

3. Expert report of David Herzberg, dated April 16, 2021.

4. Expert reports of Katherine M. Keyes, Ph.D., dated April 16, 2021; supplemental expert report of Katherine M. Keyes, Ph.D, dated June 2, 2021.

5. Expert reports of Dr. Anna Lembke, M.D., dated April 16, 2021.

6. Expert report of Harvey Rosen, dated April 16, 2021.

7. Expert report of Nancy Young, dated April 16, 2021.

EXHIBIT B

Enforcement Committee Organization Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the "Committee") to exist and operate during the term of the Agreement in connection with Kroger and shall control the regulation and management of the Committee's affairs.

ARTICLE II
Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and Kroger dated March 22, 2024.

ARTICLE III
Members of the Committee

(1) Number of Members

The Committee will consist of thirteen (13) members (the "Members"). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eight (8) Settling State Members and five (5) Participating Subdivision Members; at least two (2) of the Participating Subdivisions shall be counties and at least two (2) shall be municipalities. The initial Settling State Members are representatives from: California, Colorado, Illinois, North Carolina, Ohio, Tennessee, Texas, and Virginia. The initial Participating Subdivision Members are: [●]. Until fifteen (15) months from the Effective Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After fifteen (15) months from the Effective Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV
Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V
Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI
Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII
Duties

(1) Prior to the Effective Date

The Committee shall be responsible for any additional negotiations with Kroger, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement, except that any additional negotiations related to the Injunctive Relief Terms (Exhibit P) shall be handled by the States Injunctive Relief Committee in accordance with the terms of Exhibit P.

(2) After the Effective Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Kroger, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Kroger, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep such records at its principal place of business at a place designated by the Chairperson**.**

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C

Litigating Subdivisions Exhibit

1. Auburn, City of, Alabama
2. Decatur, City of, Alabama
3. Hartselle, City of, Alabama
4. Lee, County of, Alabama
5. Madison, County of, Alabama
6. Mobile County Board of Health, Alabama
7. Morgan, County of, Alabama
8. Winston, County of, Alabama
9. Arizona Municipal Risk Retention Pool, Arizona
10. Kingman, City of, Arizona
11. Mohave, County of, Arizona
12. Pinal, County of, Arizona
13. Prescott, City of, Arizona
14. Amador, County of, California
15. Butte, County of, California
16. Calaveras, County of, California
17. Chico, City of, California
18. Chula Vista, City of, California
19. Clearlake, City of, California
20. Del Norte, County of, California
21. El Dorado, County of, California
22. Fresno, County of, California

23. Imperial, County of, California

24. Inyo, County of, California

25. Lakeport, City of, California

26. Lassen, County of, California

27. Madera, County of, California

28. Mariposa, County of, California

29. Merced, County of, California

30. Modoc, County of, California

31. Mono, County of, California

32. Monterey, County of, California

33. Nevada, County of, California

34. Placer, County of, California

35. Plumas, County of, California

36. Riverside, County of, California

37. Sacramento, County of, California

38. San Bernardino, County of, California

39. San Diego, County of , California

40. San Jose, City of, California

41. Shasta, County of, California

42. Sutter, County of, California

43. Tehama, County of, California

44. Trinity, County of, California

45. Tuolumne, County of, California

46. Yolo, County of, California

47. Yuba, County of, California

48. Adams, County of, Colorado
49. Alamosa, City of, Colorado
50. Alamosa, County of, Colorado
51. Arapahoe, County of, Colorado
52. Aurora, City of, Colorado
53. Black Hawk, City of, Colorado
54. Boulder, County of, Colorado
55. Brighton, City of, Colorado
56. Broomfield, City of, Colorado
57. Broomfield, County of, Colorado
58. Chaffee, County of, Colorado
59. Commerce, City of, Colorado
60. Conejos, County of, Colorado
61. Denver, City of, Colorado
62. Denver, County of, Colorado
63. Federal Heights, City of, Colorado
64. Fremont, County of, Colorado
65. Greeley, City of, Colorado
66. Hudson, Town of, Colorado
67. Jefferson, County of, Colorado
68. Lakewood, City of, Colorado
69. Larimer, County of, Colorado
70. Las Animas, County of, Colorado
71. Mesa, County of, Colorado
72. Northglenn, City of, Colorado

73. Otero, County of, Colorado

74. Pueblo, County of, Colorado

75. Sheridan, City of, Colorado

76. Teller, County of, Colorado

77. Thornton, City of, Colorado

78. Westminster, City of, Colorado

79. Wheat Ridge, City of, Colorado

80. Yuma, County of, Colorado

81. Escambia, County of, Florida

82. Pensacola, City of, Florida

83. Albany, City of, Georgia

84. Appling, County of, Georgia

85. Athens-Clarke, County of, Georgia

86. Atlanta, City of, Georgia

87. Augusta, City of, Georgia

88. Bainbridge, City of, Georgia

89. Bainbridge and Decatur County Hospital Authority, Georgia

90. Baldwin, County of/ Baldwin (Sheriff of) County of, Georgia

91. Banks, County of, Georgia

92. Bartow, County of, Georgia

93. Ben Hill, County of, Georgia

94. Bibb, County of, Georgia

95. Brantley, County of, Georgia

96. Bullock, County of, Georgia

97. Burke, County of, Georgia

98. Butts, County of, Georgia

99. Camden, County of, Georgia

100. Candler, County of, Georgia

101. Candler County Hospital Authority, Georgia

102. Cartersville, City of, Georgia

103. Charlton, County of, Georgia

104. Chattooga, County of, Georgia

105. Cherokee, County of, Georgia

106. Clay, County of, Georgia

107. Clayton, County of, Georgia

108. Clinch, County of, Georgia

109. Clinch County Hospital Authority, Georgia

110. Columbia, County of, Georgia

111. Cobb, County of, Georgia

112. Cook, County of, Georgia

113. Crisp, County of, Georgia

114. Dawson, County of, Georgia

115. Decatur, County of, Georgia

116. Dekalb, County of, Georgia

117. Dooly, County of, Georgia

118. Dougherty, County of , Georgia

119. Early, County of, Georgia

120. Effingham, County of, Georgia

121. Elbert, County of, Georgia

122. Emanuel, County of, Georgia

123. Evans, County of, Georgia

124. Fayette, County of, Georgia

125. Fitzgerald, City of, Georgia

126. Floyd, County of, Georgia

127. Forsyth, County of, Georgia

128. Fulton, County of, Georgia

129. Gainesville, City of, Georgia

130. Glascock, County of, Georgia

131. Greene, County of, Georgia

132. Gwinnett, County of, Georgia

133. Habersham, County of, Georgia

134. Hall, County of, Georgia

135. Hancock, County of, Georgia

136. Henry, County of, Georgia

137. Houston, County of, Georgia

138. Houston, County of/Houston (Sheriff of) County of, Georgia

139. Irwin, County of, Georgia

140. Jackson, County of, Georgia

141. Jasper, County of, Georgia

142. Jeff Davis, County of, Georgia

143. Jefferson, County of, Georgia

144. Johnson, County of, Georgia

145. Jones, County of, Georgia

146. Laurens, County of, Georgia

147. Lee, County of, Georgia

148. Liberty, County of, Georgia

149. Lincoln, County of, Georgia

150. Long, County of, Georgia

151. Lumpkin, County of, Georgia

152. Macon-Bibb, County of, Georgia

153. Madison, County of, Georgia

154. McDuffie, County of, Georgia

155. McIntosh, County of, Georgia

156. Milledgeville, City of, Georgia

157. Montgomery, County of, Georgia

158. Newton, County of, Georgia

159. Oconee, County of, Georgia

160. Oglethorpe, County of, Georgia

161. Pike, County of, Georgia

162. Polk, County of, Georgia

163. Pulaski, County of, Georgia

164. Rabun, County of, Georgia

165. Randolph, County of, Georgia

166. Rockdale, County of, Georgia

167. Rome, City of, Georgia

168. Savannah, City of, Georgia

169. Screven, County of, Georgia

170. Seminole, County of, Georgia

171. Spalding, County of, Georgia

172. Springfield, City of, Georgia

173. Stephens, County of, Georgia

174. Sumter, County of, Georgia

175. Taliaferro, County of, Georgia

176. Tattnall, County of, Georgia

177. Tifton, City of, Georgia

178. Toombs, County of, Georgia

179. Towns, County of, Georgia

180. Troup, County of, Georgia

181. Twiggs, County of, Georgia

182. Union, County of, Georgia

183. Walton, County of, Georgia

184. Ware, County of/Ware, (Sheriff of) County of, Georgia

185. Warren, County of, Georgia

186. Washington, County of, Georgia

187. Wayne, County of, Georgia

188. Whitfield, County of, Georgia

189. Wilkes, County of, Georgia

190. Worth, County of, Georgia

191. Adams, County of, Idaho

192. Bingham, County of, Idaho

193. Blaine, County of, Idaho

194. Boise, County of, Idaho

195. Bonneville, County of, Idaho

196. Canyon, County of, Idaho

197. Caribou, County of, Idaho

198. Cassia, County of, Idaho

199. Elmore, County of, Idaho

200. Latah, County of, Idaho

201. Minidoka, County of, Idaho

202. Owyhee, County of, Idaho

203. Payette, County of, Idaho

204. Boone, County of, Illinois

205. Bureau, County of, Illinois

206. Champaign, County of, Illinois

207. Christian, County of, Illinois

208. Cook, County of, Illinois

209. Dekalb, County of, Illinois

210. Dupage, County of, Illinois

211. Franklin, County of, Illinois

212. Henry, County of, Illinois

213. Herrin, City of, Illinois

214. Jefferson, County of, Illinois

215. Kane, County of, Illinois

216. Kankakee, County of, Illinois

217. Kendall, County of, Illinois

218. Logan, County of, Illinois

219. Macon, County of, Illinois

220. Macoupin, County of, Illinois

221. Marion, City of, Illinois

222. Mchenry, County of, Illinois

223. Platt, County of, Illinois

224. Putnam, County of, Illinois

225. Rockford, City of, Illinois

226. Rock Island, County of, Illinois

227. Saline, County of, Illinois

228. Sangamon, County of, Illinois

229. Stephenson, County of, Illinois

230. West Frankfort, City of, Illinois

231. Will, County of, Illinois

232. Winnebago, County of, Illinois

233. Alexandria, City of, Indiana

234. Allen, County of, Indiana

235. Bloomington, City of, Indiana

236. Benton, County of, Indiana

237. Connersville, City of, Indiana

238. Danville, Town of, Indiana

239. Delaware, County of, Indiana

240. Elwood, City of, Indiana

241. Fayette, County of, Indiana

242. Franklin, City of, Indiana

243. Franklin, County of, Indiana

244. Huntington, City of, Indiana

245. Jackson, County of, Indiana

246. Jeffersonville, City of, Indiana

247. Jennings, County of, Indiana

248. Lafayette, City of, Indiana

249. Lawrence, City of, Indiana

250. Lawrence, County of, Indiana

251. Madison, County of, Indiana

252. Martinsville, City of, Indiana

253. Mooresville, Town of, Indiana

254. Morgan, County of, Indiana

255. New Albany, City of, Indiana

256. New Castle, City of, Indiana

257. Noblesville, City of, Indiana

258. Pendleton, Town of, Indiana

259. Peru, City of, Indiana

260. Plainfield, Town of, Indiana

261. Richmond, City of, Indiana

262. Ripley, County of, Indiana

263. Seymour, City of, Indiana

264. Sheridan, Town of, Indiana

265. South Bend, City of, Indiana

266. Terre Haute, City of, Indiana

267. Tippecanoe, County of, Indiana

268. Vigo, County of, Indiana

269. Westfield, City of, Indiana

270. West Lafayette, City of, Indiana

271. Zionsville, Town of, Indiana

272. Barber, County of, Kansas

273. Cowley, County of, Kansas

274. Finney, County of, Kansas

275. Ford, County of, Kansas

276. Harvey, County of, Kansas

277. Johnson, County of, Kansas

278. Leavenworth, County of, Kansas

279. Pratt, County of, Kansas

280. Reno, County of, Kansas

281. Sedgwick, County of, Kansas

282. Seward, County of, Kansas

283. Witchita, City of, Kansas

284. Anderson, County of, Kentucky

285. Bell, County of, Kentucky

286. Bellefonte, City of, Kentucky

287. Boone, County of, Kentucky

288. Boyd, County of, Kentucky

289. Boyle, County of, Kentucky

290. Breckinridge, County of, Kentucky

291. Bullitt, County of, Kentucky

292. Campbell, County of, Kentucky

293. Christian, County of, Kentucky

294. Clark, County of, Kentucky

295. Covington, City of, Kentucky

296. Franklin, County of, Kentucky

297. Green, County of, Kentucky

298. Greenup, City of, Kentucky

299. Hardin, County of, Kentucky

300. Henderson, City of, Kentucky

301. Hopkins, County of, Kentucky

302. Jenkins, City of, Kentucky

303. Jessamine, County of, Kentucky

304. Kenton, County of, Kentucky

305. Kentucky River District Health Department, Kentucky

306. Laurel, County of, Kentucky

307. Lexington, City of, Kentucky

308. London, City of, Kentucky

309. Louisville/Jefferson, County of, Kentucky

310. Madison, County of, Kentucky

311. McCracken, County of, Kentucky

312. Meade, County of, Kentucky

313. Montgomery, County of, Kentucky

314. Morehead, City of, Kentucky

315. Ohio, County of, Kentucky

316. Oldham, County of, Kentucky

317. Paducah, City of, Kentucky

318. Pineville, City of, Kentucky

319. Powell, County of, Kentucky

320. Pulaski, County of, Kentucky

321. Rowan, County of, Kentucky

322. Russell, City of, Kentucky

323. Scott, County of, Kentucky

324. Shelby, County of, Kentucky

325. South Shore, City of, Kentucky

326. Vanceburg, City of, Kentucky

327. Wayne, County of, Kentucky

328. Woodford, County of, Kentucky

329. Worthington, City of, Kentucky

330. Allen, Parish of/Allen, (Sheriff of) Parish of, Louisiana

331. Ascension, Parish of/Ascension, (Sheriff of) Parish of, Louisiana

332. Avoyelles, Parish of/Avoyelles, (Sheriff of) Parish of, Louisiana

333. Calcasieu, Parish of/Calcasieu, (Sheriff of) Parish of, Louisiana

334. East Baton Rouge, Parish of/East Baton Rouge, (Sheriff of) Parish of, Louisiana

335. East Carroll, Parish of/East Carroll, (Sheriff of) Parish of, Louisiana

336. Evangeline, Parish of/Evangeline, (Sheriff of) Parish of, Louisiana

337. Jefferson Davis, Parish of/Jefferson Davis, (Sheriff of) Parish of, Louisiana

338. Lafayette, Parish of/Lafayette, (Sheriff of) Parish of, Louisiana

339. Moorehouse, Parish of/Moorehouse, (Sheriff of) Parish of, Louisiana

340. Ouachita, Parish of/Ouachita, (Sheriff of) Parish of, Louisiana

341. Rapides, Parish of/Rapides, (District Attorney of) Parish of, Louisiana

342. Rapids, Parish of/Rapids, (Sheriff of) Parish of, Louisiana

343. Richland, Parish of/Richland, (Sheriff of) Parish of, Louisiana

344. Sabine, Parish of/Sabine, (Sheriff of) Parish of, Louisiana

345. Shreveport, City of, Louisiana

346. Vernon, Parish of/Vernon, (Sheriff of) Parish of, Louisiana

347. Washington, Parish of/Washington, (Sheriff of) Parish of, Louisiana

348. West Carrol, Parish of/West Carrol, (Sheriff of) Parish of, Louisiana

349. Calvert, County of, Maryland

350. Cambridge, City of, Maryland

351. Dorchester, County of, Maryland

352. Bay, County of, Michigan

353. Branch, County of, Michigan

354. Calhoun, County of, Michigan

355. Canton, Charter Township of, Michigan

356. Clinton, Charter Township of, Michigan

357. Eaton, County of, Michigan

358. Huron, Charter Township of, Michigan

359. Kalamazoo, County of, Michigan

360. Livonia, City of, Michigan

361. Monroe, County of, Michigan

362. Muskegon, County of, Michigan

363. Northville, Charter Township of, Michigan

364. Pittsfield, Charter Township of, Michigan

365. Pontiac, City of, Michigan

366. Romulus, City of, Michigan

367. Van Buren, Charter Township of, Michigan

368. Arcola, Town of, Mississippi

369. Bolivar, County of, Mississippi

370. Desoto, County of, Mississippi

371. Hinds, County of, Mississippi

372. Jackson, City of, Mississippi

373. Lafayette, County of, Mississippi

374. Laurel, City of, Mississippi

375. Madison, County of, Mississippi

376. Mound Bayou, City of, Mississippi

377. Audrain, County of, Missouri

378. Boone, County of, Missouri

379. Callaway, County of, Missouri

380. Chariton, County of, Missouri

381. Cole, County of, Missouri

382. Douglas, County of, Missouri

383. Gasconade, County of, Missouri

384. Jackson, County of, Missouri

385. Kansas City, City of, Missouri

386. Knox, County of, Missouri

387. Lewis, County of, Missouri

388. Maries, County of, Missouri

389. Miller, County of, Missouri

390. Moniteau, County of, Missouri

391. Montgomery, County of, Missouri

392. Osage, County of, Missouri

393. Ozark, County of, Missouri

394. Pemiscot, County of, Missouri

395. Phelps, County of, Missouri

396. Pulaski, County of, Missouri

397. Randolph, County of, Missouri

398. Reynolds, County of, Missouri

399. Ripley, County of, Missouri

400. Schyuler, County of, Missouri

401. Shannon, County of, Missouri

402. Shelby, County of, Missouri

403. St. Charles, County of, Missouri

404. St. Louis, County of, Missouri

405. Warren, County of, Missouri

406. Webster, County of, Missouri

407. Wright, County of, Missouri

408. Douglas, County of, Nebraska

409. Clark, County of, Nevada

410. Douglas, County of, Nevada

411. Fernley, City of, Nevada

412. Lyon, County of, Nevada

413. Nye, County of, Nevada

414. West Wendover, City of, Nevada

415. Cabarrus, County of, North Carolina

416. Cleveland, County of, North Carolina

417. Davidson, County of, North Carolina

418. Durham, County of, North Carolina

419. Iredell, County of, North Carolina

420. Mecklenburg, County of, North Carolina

421. Athens, County of, Ohio

422. Auglaize, County of, Ohio

423. Belmont, County of, Ohio

424. Brown, County of, Ohio

425. Butler, County of, Ohio

426. Champaign, County of, Ohio

427. Cincinnati, City of, Ohio

428. Clermont, County of, Ohio

429. Cleveland, City of, Ohio

430. Clinton, County of, Ohio

431. Crawford, County of, Ohio

432. Cuyahoga, County of, Ohio

433. Dayton, City of, Ohio

434. Delaware, County of, Ohio

435. Drake, County of, Ohio

436. Erie, County of, Ohio

437. Fairfield, City of, Ohio

438. Fairfield, County of, Ohio

439. Fayette, County of, Ohio

440. Finlay, City of, Ohio

441. Franklin, County of, Ohio

442. Fulton, County of, Ohio

443. Hamilton, City of, Ohio

444. Hamilton, County of, Ohio

445. Hancock, County of, Ohio

446. Hocking, County of, Ohio

447. Ironton, City of, Ohio

448. Jackson, County of, Ohio

449. Jefferson, County of, Ohio

450. Knox, County of, Ohio

451. Lawrence, County of, Ohio

452. Lebanon, City of, Ohio

453. Licking, County of, Ohio

454. Logan, County of, Ohio

455. Lucas, County of, Ohio

456. Marion, County of, Ohio

457. Meigs, County of, Ohio

458. Mental Health and Recovery Services Board of Allen County, Ohio

459. Mental Health and Recovery Services Board of Auglaize County, Ohio

460. Mental Health and Recovery Services Board of Hardin County, Ohio

461. Middletown, City of, Ohio

462. Montgomery, County of, Ohio

463. Morrow, County of, Ohio

464. Muskingum, County of, Ohio

465. Noble, County of, Ohio

466. Ottawa, County of, Ohio

467. Perry, County of, Ohio

468. Pike, County of, Ohio

469. Portsmouth, City of, Ohio

470. Ross, County of, Ohio

471. Sandusky, County of, Ohio

472. Sciota, County of, Ohio

473. Seneca, County of, Ohio

474. Shelby, County of, Ohio

475. St. Mary's, City of, Ohio

476. Summit, County of, Ohio

477. Toledo, City of, Ohio

478. Washington, County of, Ohio

479. Clackamas, County of, Oregon

480. Clatsop, County of, Oregon

481. Columbia, County of, Oregon

482. Coos, County of, Oregon

483. Curry, County of, Oregon

484. Jackson, County of, Oregon

485. Josephine, County of, Oregon

486. Lane, County of, Oregon

487. Multnomah, County of, Oregon

488. Portland, City of, Oregon

489. Washington, County of, Oregon

490. Yarnhill, County of, Oregon

491. Abbeville, County of, South Carolina

492. Allendale, County of, South Carolina

493. Anderson, County of, South Carolina

494. Bamberg, County of, South Carolina

495. Barnwell, County of, South Carolina

496. Beaufort, County of, South Carolina

497. Calhoun, County of, South Carolina

498. Charleston, City of, South Carolina

499. Cherokee, County of, South Carolina

500. Chester, County of, South Carolina

501. Chesterfield, County of, South Carolina

502. Clarendon, County of, South Carolina

503. Colleton, County of, South Carolina

504. Dillon, County of, South Carolina

505. Dorchester, County of, South Carolina

506. Edgefield, County of, South Carolina

507. Fairfield, County of, South Carolina

508. Florence, County of, South Carolina

509. Greenwood, County of, South Carolina

510. Greenville, County of, South Carolina

511. Hampton, County of, South Carolina

512. Horry, County of, South Carolina

513. Jasper, County of, South Carolina

514. Kershaw, County of, South Carolina

515. Laurens, County of, South Carolina

516. Lee, County of, South Carolina

517. Lexington, County of, South Carolina

518. Marion, County of, South Carolina

519. Marlboro, County of, South Carolina

520. McCormick, County of, South Carolina

521. Mt. Pleasant, Town of, South Carolina

522. Newberry, County of, South Carolina

523. North Charleston, City of, South Carolina

524. Oconee, County of, South Carolina

525. Orangeburg, County of, South Carolina

526. Pickens, County of, South Carolina

527. Saluda, County of, South Carolina

528. Spartanburg, County of, South Carolina

529. Summerville, Town of, South Carolina

530. Sumter, County of, South Carolina

531. Union, County of, South Carolina

532. Williamsburg, County of, South Carolina

533. York, County of, South Carolina

534. Arlington, Town of, Tennessee

535. Davidson, County of, Tennessee

536. Madison, County of, Tennessee

537. Memphis, City of, Tennessee

538. Montgomery, County of, Tennessee

539. Nashville, County of, Tennessee

540. Rutherford, County of, Tennessee

541. Shelby, County of, Tennessee

542. Washington, County of, Tennessee

543. Williamson, County of, Tennessee

544. Brazos, County of, Texas

545. Dallas, County of, Texas

546. Kaufman, County of, Texas

547. Lamar, County of, Texas

548. Montgomery, County of, Texas

549. Rusk, County of, Texas

550. San Antonio, City of, Texas

551. Tarrant, County of, Texas

552. Beaver, County of, Utah

553. Cache, County of, Utah

554. Daggett, County of, Utah

555. Duchesne, County of, Utah

556. Emery, County of, Utah

557. Garfield, County of, Utah

558. Juab ,County of, Utah

559. Kane, County of, Utah

560. Piute, County of, Utah

561. Rich, County of, Utah

562. Salt Lake, County of, Utah

563. Sevier, County of, Utah

564. Summit, County of, Utah

565. Tooele, County of, Utah

566. Tricounty Health Department, Utah

567. Uintah, County of, Utah

568. Utah, County of, Utah

569. Wasatch, County of, Utah

570. Washington, County of, Utah

571. Wayne, County of, Utah

572. Weber, County of, Utah

573. Danville, City of, Virginia

574. Norfolk, City of, Virginia

575. Richmond, City of, Virginia

576. Scott, County of, Virginia

577. Virginia Beach, City of, Virginia

578. Wise, County of, Virginia

579. Clark, County of, Washington

580. Jefferson, County of, Washington

581. Kittitas, County of, Washington

582. Vancouver, City of, Washington

583. Adams, County of, Wisconsin

584. Ashland, County of, Wisconsin

585. Barron, County of, Wisconsin

586. Bayfield, County of, Wisconsin

587. Brown, County of, Wisconsin

588. Buffalo, County of, Wisconsin

589. Burnett, County of, Wisconsin

590. Calumet, County of, Wisconsin

591. Chippewa, County of, Wisconsin

592. Clark, County of, Wisconsin

593. Columbia, County of, Wisconsin

594. Crawford, County of, Wisconsin

595. Dodge, County of, Wisconsin

596. Door, County of, Wisconsin

597. Douglas, County of, Wisconsin

598. Dunn, County of, Wisconsin

599. Eau Claire, County of, Wisconsin

600. Florence, County of, Wisconsin

601. Fond Du Lac, County of, Wisconsin

602. Forest, County of, Wisconsin

603. Grant, County of, Wisconsin

604. Green, County of, Wisconsin

605. Green Lake, County of, Wisconsin

606. Iowa, County of, Wisconsin

607. Iron, County of, Wisconsin

608. Jackson, County of, Wisconsin

609. Jefferson, County of, Wisconsin

610. Juneau, County of, Wisconsin

611. Kenosha, County of, Wisconsin

612. Kewaunee, County of, Wisconsin

613. La Crosse, County of, Wisconsin

614. Lafayette, County of, Wisconsin

615. Langlade, County of, Wisconsin

616. Lincoln, County of, Wisconsin

617. Manitowoc, County of, Wisconsin

618. Marathon, County of, Wisconsin

619. Marinette, County of, Wisconsin

620. Marquette, County of, Wisconsin

621. Menominee, County of, Wisconsin

622. Monroe, County of, Wisconsin

623. Oconto, County of, Wisconsin

624. Oneida, County of, Wisconsin

625. Outagamie, County of, Wisconsin

626. Ozaukee, County of, Wisconsin

627. Pepin, County of, Wisconsin

628. Pierce, County of, Wisconsin

629. Portage, County of, Wisconsin

630. Price, County of, Wisconsin

631. Racine, County of, Wisconsin

632. Richland, County of, Wisconsin

633. Rock, County of, Wisconsin

634. Rusk, County of, Wisconsin

635. Sauk, County of, Wisconsin

636. Sawyer, County of, Wisconsin

637. Sheboygan, County of, Wisconsin

638. Shawano, County of, Wisconsin

639. St. Croix, County of, Wisconsin

640. Trempealeau, County of, Wisconsin

641. Vernon, County of, Wisconsin

642. Washburn, County of, Wisconsin

643. Washington, County of, Wisconsin

644. Waupaca, County of, Wisconsin

645. Waushara, County of, Wisconsin

646. Winnebago, County of, Wisconsin

647. Wood, County of, Wisconsin

EXHIBIT D

[Intentionally Omitted]

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Participating Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies ("*Core Strategies*").[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support

services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-

occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who

could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes

Exhibit F
List of Eligible States and Overall Allocation Percentages

Alabama	1.6384549059%
Alaska	0.8012984736%
Arizona	5.7122518530%
Arkansas	1.1279238585%
California	10.1861592681%
Colorado	5.8155254204%
Delaware	0.2269125546%
District of Columbia	0.1847806185%
Florida	1.4426834003%
Georgia	4.5952042174%
Idaho	0.7995357547%
Illinois	3.4151077333%
Indiana	3.5880508392%
Kansas	2.0316964506%
Kentucky	4.8514037715%
Louisiana	1.5041900036%
Maryland	1.0834678885%
Michigan	3.4928147567%
Mississippi	0.8854488990%
Missouri	2.0591730911%
Montana	0.3208892888%
Nebraska	0.4282874195%
Nevada	2.2265135156%
North Carolina	3.3369934823%
Ohio	11.2417088689%
Oregon	3.2546133019%
South Carolina	1.5803885360%
Tennessee	3.5805961294%
Texas	6.4611654623%
Utah	3.6774956066%
Virginia	2.3409654830%
Washington	3.9618592158%
Wisconsin	1.8051793884%
Wyoming	0.3412605429%

EXHIBIT G

Subdivision Name	State	BG Entity ID	Consolidated State Allocation
Abbeville City	Alabama	1113	0.000537327678837060000
Alabaster City	Alabama	1206	0.005090615591441990000
Albertville City	Alabama	1179	0.003007317349855110000
Alexander City	Alabama	1222	0.003102158655880520000
Anniston City	Alabama	1037	0.008010115233644660000
Arab City	Alabama	1078	0.001924934150794380000
Argo Town	Alabama	1142	0.000239409506707549000
Ashland Town	Alabama	1058	0.000390371415745847000
Ashville City	Alabama	1204	0.000179918018048023000
Athens City	Alabama	1152	0.003498223433195810000
Attalla City	Alabama	1094	0.001645249021852400000
Attentus Mouton, Llc D/B/A Lawrence Medical Center	Alabama	13302	0.001414342056315010000
Auburn City	Alabama	1153	0.004937976032034190000
Autauga County	Alabama	1011	0.002519650979188480000
Baldwin County	Alabama	1010	0.014702373275383800000
Barbour County	Alabama	1007	0.000727703169906379000
Bay Minette city	Alabama	14647	0.001261403136806440000
Berry Town	Alabama	1099	0.000206038972610966000
Bessemer City	Alabama	1124	0.005864332227076110000
Bibb County	Alabama	1022	0.003290473042915470000
Bibb County Healthcare Authority	Alabama	13312	0.005248821560359150000
Birmingham City	Alabama	1137	0.041844267539046800000
Blount County	Alabama	1028	0.007437829957617120000
Boaz City	Alabama	1100	0.001659325440300150000
Brent City	Alabama	1006	0.000623330394121489000
Brewton (Al), City Of	Alabama	13607	0.002213058831904850000
Bridgeport City	Alabama	1115	0.000015130023140815000
Brookwood Town	Alabama	1225	0.000069662913688653500
Brundidge City	Alabama	1200	0.000108986233129637000
Bullock County	Alabama	1034	0.000641870914549179000
Butler County	Alabama	1031	0.000537362420193657000
Butler Town	Alabama	1053	0.000820330444991277000
Calera City	Alabama	1049	0.002431970938220120000
Calhoun County	Alabama	1039	0.007300453217750580000
Camp Hill Town	Alabama	1224	0.000060744125610474900
Carbon Hill City	Alabama	1226	0.000932575871929525000
Cedar Bluff Town	Alabama	1050	0.000572617754057026000
Center Point City	Alabama	1134	0.000107316050528372000
Centre City	Alabama	1052	0.001445035882525740000

Centreville City	Alabama	1027	0.0002291656767950460000
Chambers County	Alabama	1044	0.0042645541213545000000
Cherokee County	Alabama	1041	0.0030474566041477600000
Cherokee Town	Alabama	1064	0.0000837480986469508000
Chickasaw City	Alabama	1187	0.0008065098787771530000
Childersburg city	Alabama	14650	0.0009673766459869510000
Chilton County	Alabama	1048	0.0065834253848867800000
Choctaw County	Alabama	1051	0.0012575403525126500000
Clanton City	Alabama	1057	0.0016879497206515400000
Clarke County	Alabama	1062	0.0024012462668797000000
Clay County	Alabama	1055	0.0016558350703616600000
Cleburne County	Alabama	1060	0.0020515352257754600000
Cleveland Town	Alabama	1030	0.0001274799988344310000
Coffee County	Alabama	1059	0.0031178909707642100000
Colbert County	Alabama	1063	0.0031838531182613400000
Columbiana City	Alabama	14110	0.0005006719760858110000
Conecuh County	Alabama	1065	0.0015445396734178300000
Coosa County	Alabama	1069	0.0012178647492220600000
Cordova City	Alabama	1236	0.0009563175305939320000
Covington County	Alabama	1080	0.0045692575726444400000
Crenshaw County	Alabama	1076	0.0014376470128801400000
Cullman City	Alabama	1072	0.0053795721169973400000
Cullman County	Alabama	1073	0.0089679454743356500000
Cullman Regional Medical Center, Inc. (Healthcare Authority of Cullman County)	Alabama	13308	0.0043745923357493200000
Dadeville City	Alabama	1223	0.0002418310117309230000
Dale County	Alabama	1079	0.0024320907471975400000
Dale County Healthcare Authority	Alabama	13313	0.0029945201925755100000
Daleville City	Alabama	1083	0.0007752611649175970000
Dallas County	Alabama	1085	0.0020683597829357200000
Daphne City	Alabama	1015	0.0032129647516618100000
Dauphin Island Town	Alabama	1184	0.0004612275489251010000
Dch Health Care Authority	Alabama	13314	0.0203896534839883000000
De Kalb County	Alabama	1087	0.0040059258260516800000
Decatur City	Alabama	1158	0.0188368966680214000000
Demopolis City	Alabama	1168	0.0014633737991542100000
Dora City	Alabama	1235	0.0009240281994643420000
Dothan City	Alabama	1084	0.0109030734534639000000
Double Springs Town	Alabama	1241	0.0008025220905367300000
Douglas Town	Alabama	1180	0.0000097275798471816600

East Brewton City	Alabama	14117	0.000265678193207423000
Elmore County	Alabama	1093	0.005564499708792430000
Enterprise City	Alabama	1061	0.003324540676943020000
Escambia County	Alabama	1096	0.006516340149983400000
Escambia County Health Care Authority d/b/a D.W. McMillan Memorial Hospital and Atmore Community Hospital	Alabama	14781	0.001547729384513250000
Etowah County	Alabama	1101	0.010282691204369500000
Eufaula City	Alabama	1021	0.002125934652642040000
Evergreen City	Alabama	1070	0.000414505943956819000
Fairfield City	Alabama	1125	0.001169910637808520000
Fairhope City	Alabama	1019	0.002232805559246170000
Faunsdale Town	Alabama	1169	0.000002756580537469030
Fayette City	Alabama	1104	0.000788255406341631000
Fayette County	Alabama	1097	0.001387691539578150000
Florence City	Alabama	1149	0.008917341928624620000
Foley City	Alabama	1004	0.003439308261433100000
Fort Deposit Town	Alabama	1160	0.000051607148825443500
Fort Payne City	Alabama	1089	0.005821025015621610000
Franklin County	Alabama	1103	0.002880749717488320000
Fultondale City	Alabama	1127	0.000953054765243988000
Gadsden City	Alabama	1102	0.008365218977475260000
Geneva City	Alabama	1110	0.000663903103657664000
Geneva County	Alabama	1107	0.002206899546534320000
Geneva County Health Care Authority	Alabama	13299	0.004878712472648790000
Georgiana Town	Alabama	1033	0.000183338905273320000
Geraldine Town	Alabama	1098	0.000110118736417587000
Gilbertown Town	Alabama	1056	0.000020156155852242700
Grant Town	Alabama	1177	0.000170234920124709000
Graysville City	Alabama	1126	0.000368377214849716000
Greene County	Alabama	1109	0.000705360906073126000
Greene County Hospital Board	Alabama	13295	0.003095458769026500000
Greensboro City	Alabama	1112	0.000249561775287712000
Greenville City	Alabama	1036	0.001711417344690080000
Guin City	Alabama	1173	0.000253537550161835000
Gulf Shores City	Alabama	1017	0.004878519284731260000
Guntersville City	Alabama	1178	0.002541847134512680000
Gurley Town	Alabama	1165	0.000075166983567472800
Hale County	Alabama	1116	0.001318945537955200000

Haleyville City	Alabama	1175	0.001425997619110540000
Hamilton City	Alabama	1174	0.000903228516801114000
Hammondville Town	Alabama	1091	0.000049031093468049000
Hartselle City	Alabama	1192	0.000635850269919463000
Headland City	Alabama	1117	0.000627888005547219000
Health Care Authority Of Clarke County	Alabama	14586	0.001009388686680090000
Health Care Authority Of The City Of Huntsville D/B/A Huntsville Hospital	Alabama	13298	0.030326121744393100000
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center East (Montgomery)	Alabama	13319	0.006190917862738570000
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center South (Montgomery)	Alabama	14779	0.013021115324446900000
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Prattville Baptist Hospital	Alabama	14780	0.001850546087922950000
Helena City	Alabama	1139	0.001394046285665230000
Henagar City	Alabama	1090	0.000343217329590768000
Henry County	Alabama	1114	0.000813465617864809000
Hh Health System-Athens Limestone, Llc D/B/A Athens Limestone Hospital	Alabama	13297	0.002170850356438430000
Hh Health System-Morgan, Llc D/B/A Decatur Morgan Hospital-Decatur	Alabama	14778	0.010854251782192100000
Hh Health System-Morgan, Llc D/B/A Decatur Morgan Hospital-Parkway	Alabama	13303	0.003947000589036130000

Hh Health System-Shoals, Llc D/B/A Helen Keller Hospital	Alabama	13301	0.0056573675758889000000
Homewood City	Alabama	1129	0.0040003759755066900000
Hoover City	Alabama	1135	0.0141830120728766000000
Houston County	Alabama	1119	0.0055870611353892600000
Hueytown City	Alabama	1136	0.0019444760015374500000
Huntsville City	Alabama	1159	0.0318917672789720000000
Irondale City	Alabama	1131	0.0017364096921919800000
Jackson County	Alabama	1118	0.0015808077015917300000
Jackson County Health Care Authority	Alabama	13307	0.0031247087184822100000
Jacksonville City	Alabama	1040	0.0025009708439632500000
Jasper City	Alabama	1233	0.0140982301753567000000
Jefferson County	Alabama	1121	0.0550780373047089000000
Jefferson County Board of Health	Alabama	14783	0.0308543617986526000000
Killen Town	Alabama	1148	0.0001833161772830230000
Lakeland Community Hospital HCA Winston County	Alabama	14782	0.0019514849890595100000
Lamar County	Alabama	1143	0.0016280419850840000000
Lanett City	Alabama	1043	0.0012800105424627200000
Lauderdale County	Alabama	1147	0.0047859088932963000000
Lawrence County	Alabama	1145	0.0045357831391636400000
Leeds City	Alabama	1144	0.0014992359703585200000
Leesburg Town	Alabama	1047	0.0001918722915731740000
Leighton Town	Alabama	1066	0.0000564699646923073000
Level Plains Town	Alabama	1077	0.0000350595484612375000
Limestone County	Alabama	1154	0.0058188759217962300000
Lincoln City	Alabama	1215	0.0018466222627409300000
Linden City	Alabama	1170	0.0001718012033417580000
Locust Fork Town	Alabama	1032	0.0000390814286871066000
Louisville Town	Alabama	1012	0.0000463180207977203000
Lowndes County	Alabama	1161	0.0006941452922326320000
Loxley town	Alabama	14648	0.0004113340905680630000
Luverne City	Alabama	1081	0.0001532252921863190000
Macon County	Alabama	1162	0.0013647706860490400000
Madison City	Alabama	1157	0.0047088048355843600000
Madison County	Alabama	1163	0.0131238390221929000000
Marengo County	Alabama	1166	0.0004980089049941360000
Marion City	Alabama	1199	0.0002355243191090390000
Marion County	Alabama	1172	0.0022296850061783700000
Marshall County	Alabama	1176	0.0074162828487586900000

Marshall County Health Care Authority, Hospital 1	Alabama	13309	0.0029602506041198800000
Marshall County Health Care Authority, Hospital 2	Alabama	14784	0.0064138762006978900000
Mckenzie Town	Alabama	1038	0.0000440552870208508000
Medical West Hospital Authority	Alabama	14588	0.0083442806540712200000
Midfield City	Alabama	1128	0.0000038923306811753600
Millbrook City	Alabama	1020	0.0024754158163587100000
Mobile City	Alabama	1182	0.0322757190115156000000
Mobile County	Alabama	1181	0.0276021701591658000000
Mobile County Board Of Health	Alabama	13583	0.0193445993855628000000
Monroe County	Alabama	1188	0.0018825776187054500000
Monroe County Health Care Authority D/B/A Monroe County Hospital	Alabama	13574	0.0016486682856498200000
Monroeville City	Alabama	1190	0.0010619523592114700000
Montgomery City	Alabama	1189	0.0177726471583620000000
Montgomery County	Alabama	1193	0.0098033322388420700000
Moody City	Alabama	1216	0.0003620711715989830000
Morgan County	Alabama	1196	0.0031373818458719000000
Moulton City	Alabama	1151	0.0013546080275304600000
Mountain Brook City	Alabama	1130	0.0035653362663731200000
Munford Town	Alabama	1220	0.0002417891272916610000
Muscle Shoals City	Alabama	1068	0.0026828019094231400000
Nauvoo Town	Alabama	1232	0.0001870510354599970000
New Hope City	Alabama	1167	0.0001307908176495750000
Northport City	Alabama	1229	0.0042416628142127900000
Oakman Town	Alabama	1237	0.0004189836827309340000
Oneonta City	Alabama	1025	0.0027040610221759500000
Opelika City	Alabama	1155	0.0053658372677751900000
Opp City	Alabama	1074	0.0009265286030826040000
Orange Beach City	Alabama	1023	0.0029416707967375400000
Oxford City	Alabama	1045	0.0035237875519964700000
Ozark City	Alabama	1082	0.0029499421617778200000
Parrish Town	Alabama	1234	0.0011686245582432800000
Pelham City	Alabama	1205	0.0068738196181712000000
Pell City	Alabama	1211	0.0044443071991300800000
Perry County	Alabama	1194	0.0005087894401632270000
Phenix City	Alabama	1156	0.0062594382078864300000

Pickens County	Alabama	1201	0.0028661898422183900000
Piedmont City	Alabama	1046	0.0014348703018369800000
Pike County	Alabama	1198	0.0002971580831968590000
Pleasant Grove City	Alabama	1133	0.0005168400190120550000
Powell Town	Alabama	1088	0.0000530497268381614000
Prattville City	Alabama	1008	0.0060331346344409500000
Priceville Town	Alabama	1195	0.0001217687795583320000
Prichard City	Alabama	1183	0.0011003827933193500000
Ragland Town	Alabama	1212	0.0001519801230036110000
Rainbow City	Alabama	1095	0.0013460113275433500000
Rainsville City	Alabama	1092	0.0018816655769233900000
Randolph County	Alabama	1208	0.0017748105799124700000
Red Bay City	Alabama	1106	0.0006274639661853890000
Roanoke City	Alabama	14118	0.0010908084650638800000
Robertsdale City	Alabama	1005	0.0008564458709446050000
Rockford Town	Alabama	1075	0.0000588596505292652000
Russell County	Alabama	1207	0.0017037596353878100000
Russellville City	Alabama	1108	0.0031690084937415400000
Saraland City	Alabama	1186	0.0024847953332687700000
Satsuma City	Alabama	1185	0.0006260301546832150000
Scottsboro City	Alabama	1123	0.0066355520306333000000
Selma City	Alabama	1086	0.0026395099581907000000
Semmes (Al), City Of	Alabama	13606	0.0004200467033056890000
Sheffield City	Alabama	1071	0.0016093939937307600000
Shelby County	Alabama	1210	0.0163752907032528000000
Sipsey Town	Alabama	1238	0.0003758758282198990000
Slocomb City	Alabama	1111	0.0004424009805052420000
Spanish Fort City	Alabama	1013	0.0002939683721014420000
Springville City	Alabama	1214	0.0005781214992502700000
St Clair County	Alabama	1209	0.0103787114437202000000
Sumiton City	Alabama	1140	0.0023258714845438000000
Summerdale town	Alabama	14649	0.0002450324115070650000
Sumter County	Alabama	1213	0.0011813782076557400000
Sweet Water Town	Alabama	1171	0.0000030000947192242500
Sylacauga City	Alabama	1218	0.0023084021018302500000
Sylacauga Health Care Authority	Alabama	13316	0.0047777735715122200000
Talladega City	Alabama	1221	0.0022820288665750100000
Talladega County	Alabama	1217	0.0051585677368324200000
Tallapoosa County	Alabama	1219	0.0019470098477700100000
Tarrant City	Alabama	1132	0.0009199699544539970000
Thomasville City	Alabama	1054	0.0008852500271049140000
Tombigbee Health Care Authority	Alabama	13315	0.0020524238901960800000

Troy City	Alabama	1197	0.0032823721378024100000
Trussville City	Alabama	1138	0.0024448154995937700000
Tuscaloosa City	Alabama	1227	0.0195122494838196000000
Tuscaloosa County	Alabama	1228	0.0101248511560961000000
Tuscumbia City	Alabama	1067	0.0008432211027618420000
Tuskegee City	Alabama	1164	0.0009179124219609530000
Union Springs City	Alabama	1035	0.0004230906305776290000
Uniontown Town	Alabama	1202	0.0001814515080219300000
Vance Town	Alabama	1029	0.0000962932999198282000
Vernon City	Alabama	1146	0.0003170902060018870000
Vestavia Hills City	Alabama	1141	0.0030835957321481100000
Walker County	Alabama	1230	0.0146359656592768000000
Washington County	Alabama	1231	0.0016134379525757700000
Weaver City	Alabama	1042	0.0004227639968885020000
West Blocton Town	Alabama	1026	0.0004044773805809880000
Wetumpka (Al), City Of	Alabama	13605	0.0016601095559654000000
Wilcox County	Alabama	1239	0.0008791066513275940000
Winfield City	Alabama	1105	0.0019023873350484500000
Woodville Town	Alabama	1120	0.0000046128079735951200
Yellow Bluff Town	Alabama	1240	0.0000293074188026036000
Anchorage Municipality	Alaska	1002	0.4765780000000000000000
Fairbanks City	Alaska	1009	0.0512260000000000000000
Fairbanks North Star Borough	Alaska	1001	0.1096270000000000000000
Juneau City And Borough	Alaska	7050	0.0523240000000000000000
Kenai Peninsula Borough	Alaska	1016	0.0949220000000000000000
Ketchikan Gateway Borough	Alaska	1014	0.0224060000000000000000
Kodiak Island Borough	Alaska	1003	0.0218390000000000000000
Matanuska-Susitna Borough	Alaska	1018	0.1547260000000000000000
Wasilla City	Alaska	1000	0.0163510000000000000000
Apache County	Arizona	1814	0.0039074700000000000000
Apache Junction City	Arizona	1878	0.0022013400000000000000
Avondale City	Arizona	1852	0.0056771400000000000000
Benson City	Arizona	1819	0.0006529600000000000000
Bisbee City	Arizona	1822	0.0006436850000000000000
Buckeye City	Arizona	1855	0.0026647800000000000000
Bullhead City	Arizona	1877	0.0064163800000000000000
Camp Verde Town	Arizona	1911	0.0004162270000000000000
Carefree Town	Arizona	1867	0.0002317200000000000000

Casa Grande City	Arizona	1895	0.0021251440000000000000
Cave Creek Town	Arizona	1865	0.0003475800000000000000
Chandler City	Arizona	1853	0.0165679800000000000000
Chino Valley Town	Arizona	1916	0.0002917880000000000000
Clarkdale Town	Arizona	1914	0.0003089520000000000000
Clifton Town	Arizona	1846	0.0001028700000000000000
Cochise County	Arizona	1820	0.0117736850000000000000
Coconino County	Arizona	1828	0.0120118080000000000000
Colorado City Town	Arizona	1880	0.0002987780000000000000
Coolidge City	Arizona	1897	0.0006444480000000000000
Cottonwood City	Arizona	1913	0.0020982990000000000000
Dewey-Humboldt Town	Arizona	1909	0.0006608140000000000000
Douglas City	Arizona	1823	0.0015656200000000000000
Duncan Town	Arizona	1848	0.0000025200000000000000
Eagar Town	Arizona	1815	0.0014255400000000000000
El Mirage City	Arizona	1859	0.0022592700000000000000
Eloy City	Arizona	1898	0.0134183280000000000000
Flagstaff City	Arizona	1829	0.0031143600000000000000
Florence Town	Arizona	1901	0.0004564840000000000000
Fountain Hills Town	Arizona	1872	0.0009848100000000000000
Fredonia Town	Arizona	1827	0.0000523280000000000000
Gila Bend Town	Arizona	1875	0.0001737900000000000000
Gila County	Arizona	1838	0.0077804460000000000000
Gilbert Town	Arizona	1856	0.0099060300000000000000
Glendale City	Arizona	1857	0.0152355900000000000000
Globe City	Arizona	1839	0.0011682660000000000000
Goodyear City	Arizona	1858	0.0044026800000000000000
Graham County	Arizona	1842	0.0044764940000000000000
Greenlee County	Arizona	1845	0.0007946100000000000000
Guadalupe Town	Arizona	1873	0.0000000000000000000000
Hayden Town	Arizona	1841	0.0002638020000000000000
Holbrook City	Arizona	1882	0.0005756250000000000000
Huachuca City Town	Arizona	1830	0.0001688050000000000000
Jerome Town	Arizona	1912	0.0000128730000000000000
Kearny Town	Arizona	1903	0.0001074080000000000000
Kingman City	Arizona	1876	0.0048539180000000000000
La Paz County	Arizona	1851	0.0026701710000000000000
Lake Havasu City	Arizona	1883	0.0067935260000000000000
Litchfield Park City	Arizona	1866	0.0002317200000000000000
Mammoth Town	Arizona	1904	0.0000613760000000000000
Marana Town	Arizona	1892	0.0038412820000000000000
Maricopa City	Arizona	1902	0.0010472280000000000000
Maricopa County	Arizona	1854	0.2985132900000000000000

Mesa City	Arizona	1860	0.0351055800000000000000
Miami Town	Arizona	1835	0.0003094820000000000000
Mohave County	Arizona	1884	0.0306173980000000000000
Navajo County	Arizona	1885	0.0107895150000000000000
Nogales City	Arizona	1905	0.0008343500000000000000
Oro Valley Town	Arizona	1896	0.0032072840000000000000
Page City	Arizona	1833	0.0005756080000000000000
Paradise Valley Town	Arizona	1869	0.0019696200000000000000
Parker Town	Arizona	1850	0.0001562190000000000000
Patagonia Town	Arizona	1908	0.0000247900000000000000
Payson Town	Arizona	1837	0.0018466140000000000000
Peoria City	Arizona	1874	0.0087474300000000000000
Phoenix City	Arizona	1861	0.1232750400000000000000
Pima County	Arizona	1890	0.1346126930000000000000
Pima Town	Arizona	1844	0.0001596180000000000000
Pinal County	Arizona	1899	0.0203346360000000000000
Pinetop-Lakeside Town	Arizona	1888	0.0007291250000000000000
Prescott City	Arizona	1910	0.0059172890000000000000
Prescott Valley Town	Arizona	1915	0.0034714190000000000000
Quartzsite Town	Arizona	1849	0.0001839110000000000000
Queen Creek Town	Arizona	1870	0.0006372300000000000000
Safford City	Arizona	1843	0.0019290770000000000000
Sahuarita Town	Arizona	1894	0.0015104070000000000000
San Luis City	Arizona	1918	0.0009638400000000000000
Santa Cruz County	Arizona	1906	0.0028408600000000000000
Scottsdale City	Arizona	1863	0.0231140700000000000000
Sedona City	Arizona	1832	0.0006903920000000000000
Show Low City	Arizona	1881	0.0014413650000000000000
Sierra Vista City	Arizona	1824	0.0030848650000000000000
Snowflake Town	Arizona	1887	0.0004512900000000000000
Somerton City	Arizona	1922	0.0004497920000000000000
South Tucson City	Arizona	1891	0.0005780570000000000000
Springerville Town	Arizona	1818	0.0007403700000000000000
St. Johns City	Arizona	1821	0.0008266200000000000000
Star Valley Town	Arizona	1836	0.0000399700000000000000
Superior Town	Arizona	1900	0.0001687840000000000000
Surprise City	Arizona	1868	0.0056771400000000000000
Taylor Town	Arizona	1889	0.0004113800000000000000
Tempe City	Arizona	1864	0.0189431100000000000000
Thatcher Town	Arizona	1847	0.0006240920000000000000
Tolleson City	Arizona	1862	0.0015641100000000000000
Tombstone City	Arizona	1825	0.0002151800000000000000
Tucson City	Arizona	1893	0.0427202770000000000000

Tusayan Town	Arizona	1834	0.0001130960000000000000
Wellton Town	Arizona	1917	0.0001224880000000000000
Wickenburg Town	Arizona	1879	0.0005793000000000000000
Willcox City	Arizona	1826	0.0004433450000000000000
Williams City	Arizona	1831	0.0003240960000000000000
Winkelman Town	Arizona	1840	0.0000114200000000000000
Winslow City	Arizona	1886	0.0009501650000000000000
Yavapai County	Arizona	1907	0.0297409210000000000000
Youngtown Town	Arizona	1871	0.0002896500000000000000
Yuma City	Arizona	1921	0.0052850560000000000000
Yuma County	Arizona	1920	0.0132588240000000000000
Adona City	Arkansas	1652	0.0000207905060000000000
Alexander City	Arkansas	1704	0.0001034760180000000000
Alicia Town	Arkansas	1532	0.0000023095790000000000
Allport Town	Arkansas	1591	0.0000265873500000000000
Alma City	Arkansas	1372	0.0018752366730000000000
Almyra Town	Arkansas	1243	0.0000108810660000000000
Alpena Town	Arkansas	1298	0.0001413193470000000000
Altheimer City	Arkansas	1520	0.0000710818080000000000
Altus City	Arkansas	1434	0.0001611496750000000000
Amagon Town	Arkansas	1504	0.0000165877590000000000
Amity City	Arkansas	1321	0.0001059472970000000000
Anthonyville Town	Arkansas	1391	0.0000109783720000000000
Antoine Town	Arkansas	1665	0.0000105762700000000000
Arkadelphia City	Arkansas	1323	0.0027105931660000000000
Arkansas City	Arkansas	1410	0.0000263655500000000000
Arkansas County	Arkansas	1242	0.0022720049280000000000
Ash Flat City	Arkansas	1444	0.0005609644560000000000
Ashdown City	Arkansas	1561	0.0002106453600000000000
Ashley County	Arkansas	1249	0.0030245585690000000000
Atkins City	Arkansas	1684	0.0005075407690000000000
Aubrey Town	Arkansas	1554	0.0000211668500000000000
Augusta City	Arkansas	1803	0.0001346453210000000000
Austin City	Arkansas	1579	0.0002017476130000000000
Avoca Town	Arkansas	1283	0.0000302277270000000000
Bald Knob City	Arkansas	1788	0.0010482270050000000000
Banks Town	Arkansas	1303	0.0000068228460000000000
Barling City	Arkansas	1732	0.0015886785630000000000
Bassett Town	Arkansas	1613	0.0000114992430000000000
Batesville City	Arkansas	1485	0.0013189657850000000000
Bauxite Town	Arkansas	1721	0.0000498162220000000000
Baxter County	Arkansas	1257	0.0086902354700000000000
Bay City	Arkansas	1364	0.0002504934720000000000
Bearden City	Arkansas	1641	0.0001611010220000000000

Beaver Town	Arkansas	1316	0.0000513659580000000000
Beebe City	Arkansas	1789	0.0024120922130000000000
Beedeville Town	Arkansas	1515	0.0000180301720000000000
Bella Vista City	Arkansas	1282	0.0051366487450000000000
Bellefonte Town	Arkansas	1297	0.0000084355450000000000
Belleville City	Arkansas	1810	0.0000508808600000000000
Ben Lomond Town	Arkansas	1739	0.0000124994890000000000
Benton City	Arkansas	1712	0.0137626166670000000000
Benton County	Arkansas	1265	0.0194935241560000000000
Bentonville City	Arkansas	1270	0.0132121483470000000000
Bergman Town	Arkansas	1294	0.0000801913380000000000
Berryville City	Arkansas	1311	0.0017676738150000000000
Big Flat Town	Arkansas	1266	0.0000055521480000000000
Bigelow Town	Arkansas	1651	0.0000283517310000000000
Biggers Town	Arkansas	1703	0.0000025714460000000000
Birdsong Town	Arkansas	1612	0.0000012105970000000000
Black Oak Town	Arkansas	1365	0.0000030794390000000000
Black Rock City	Arkansas	1534	0.0000205529660000000000
Black Springs Town	Arkansas	1629	0.0000077143380000000000
Blevins City	Arkansas	1462	0.0000422893400000000000
Blue Eye Town	Arkansas	1309	0.0000070847130000000000
Blue Mountain Town	Arkansas	1564	0.0000234578270000000000
Bluff City Town	Arkansas	1633	0.0000019561310000000000
Blytheville City	Arkansas	1603	0.0034448819560000000000
Bodcaw Town	Arkansas	1636	0.0000048924730000000000
Bonanza City	Arkansas	1725	0.0002715343970000000000
Bono City	Arkansas	1362	0.0001663111690000000000
Boone County	Arkansas	1287	0.0068443450490000000000
Booneville City	Arkansas	1568	0.0023956704460000000000
Bradford City	Arkansas	1794	0.0001961367950000000000
Bradley City	Arkansas	1530	0.0001271670930000000000
Bradley County	Arkansas	1300	0.0009035577670000000000
Branch City	Arkansas	1431	0.0000015955270000000000
Briarcliff City	Arkansas	1260	0.0000018416530000000000
Brinkley City	Arkansas	1618	0.0007887942880000000000
Brookland City	Arkansas	1366	0.0003367292110000000000
Bryant City	Arkansas	1713	0.0105361731120000000000
Buckner City	Arkansas	1533	0.0000651805040000000000
Bull Shoals City	Arkansas	1589	0.0006925432170000000000
Burdette Town	Arkansas	1611	0.0000012105970000000000
Cabot City	Arkansas	1576	0.0096260142990000000000
Caddo Valley Town	Arkansas	1325	0.0004475990310000000000
Caldwell Town	Arkansas	1759	0.0000422392560000000000
Cale Town	Arkansas	1639	0.0000078273840000000000

Calhoun County	Arkansas	1301	0.0013979594050000000000
Calico Rock City	Arkansas	1500	0.0000244595030000000000
Calion City	Arkansas	1761	0.0000293619930000000000
Camden City	Arkansas	1644	0.0040985429630000000000
Cammack Village City	Arkansas	1697	0.0001120546600000000000
Campbell Station City	Arkansas	1505	0.0000430906810000000000
Caraway City	Arkansas	1367	0.0002258550980000000000
Carlisle City	Arkansas	1578	0.0014685346520000000000
Carroll County	Arkansas	1306	0.0059282606050000000000
Carthage City	Arkansas	1405	0.0000166106540000000000
Casa Town	Arkansas	1649	0.0000151210180000000000
Cash Town	Arkansas	1368	0.0000123191870000000000
Caulksville Town	Arkansas	1577	0.0000069287380000000000
Cave City	Arkansas	1498	0.0008504632020000000000
Cave Springs City	Arkansas	1284	0.0003207968350000000000
Cedarville City	Arkansas	1381	0.0001788020720000000000
Centerton City	Arkansas	1267	0.0011310770790000000000
Central City Town	Arkansas	1741	0.0001742687720000000000
Charleston City	Arkansas	1430	0.0004100547750000000000
Cherokee Village City	Arkansas	1447	0.0021254139020000000000
Cherry Valley City	Arkansas	1398	0.0000814663290000000000
Chester Town	Arkansas	1379	0.0000043615850000000000
Chicot County	Arkansas	1313	0.0028323526370000000000
Chidester City	Arkansas	1643	0.0000074195590000000000
Clarendon City	Arkansas	1617	0.0002704840680000000000
Clark County	Arkansas	1319	0.0033427081170000000000
Clarksville City	Arkansas	1531	0.0024588375810000000000
Clay County	Arkansas	1328	0.0004796741360000000000
Cleburne County	Arkansas	1339	0.0035031580490000000000
Cleveland County	Arkansas	1345	0.0011436795970000000000
Clinton City	Arkansas	1768	0.0008240346890000000000
Coal Hill City	Arkansas	1523	0.0013287135260000000000
Colt City	Arkansas	1747	0.0000852054440000000000
Columbia County	Arkansas	1352	0.0006716639910000000000
Concord Town	Arkansas	1344	0.0001507851880000000000
Conway City	Arkansas	1417	0.0209227430150000000000
Conway County	Arkansas	1360	0.0051389712030000000000
Corning City	Arkansas	1326	0.0001918095540000000000
Cotter City	Arkansas	1258	0.0002339257470000000000
Cotton Plant City	Arkansas	1808	0.0000249860990000000000
Cove Town	Arkansas	1679	0.0000017772600000000000
Coy Town	Arkansas	1581	0.0000781965720000000000
Craighead County	Arkansas	1361	0.0092651890500000000000
Crawford County	Arkansas	1373	0.0095658879670000000000

Crawfordsville Town	Arkansas	1384	0.000037229444000000000
Crittenden County	Arkansas	1382	0.004864689351000000000
Cross County	Arkansas	1396	0.003114968436000000000
Crossett City	Arkansas	1252	0.002482926464000000000
Cushman City	Arkansas	1489	0.000031235127000000000
Daisy Town	Arkansas	1668	0.000019036142000000000
Dallas County	Arkansas	1403	0.001170103816000000000
Damascus Town	Arkansas	1432	0.000328833141000000000
Danville City	Arkansas	1816	0.000554598088000000000
Dardanelle City	Arkansas	1811	0.001270318663000000000
Datto Town	Arkansas	1330	0.000002041989000000000
De Queen City	Arkansas	1746	0.001825177187000000000
De Valls Bluff City	Arkansas	1692	0.000153369512000000000
Decatur City	Arkansas	1269	0.000461206088000000000
Delaplaine Town	Arkansas	1458	0.000012409338000000000
Delight City	Arkansas	1663	0.000019036142000000000
Dell Town	Arkansas	1602	0.000049627334000000000
Denning Town	Arkansas	1433	0.000066893371000000000
Dermott City	Arkansas	1315	0.000098811069000000000
Des Arc City	Arkansas	1693	0.000461902968000000000
Desha County	Arkansas	1406	0.001880442527000000000
Dewitt City	Arkansas	1247	0.000561472449000000000
Diamond City	Arkansas	1296	0.000067481498000000000
Diaz City	Arkansas	1513	0.000144799456000000000
Dierks City	Arkansas	1484	0.000109843817000000000
Donaldson Town	Arkansas	1482	0.000097288521000000000
Dover City	Arkansas	1687	0.000357561215000000000
Drew County	Arkansas	1414	0.004314342663000000000
Dumas City	Arkansas	1407	0.000345209116000000000
Dyer City	Arkansas	1375	0.000039248537000000000
Dyess Town	Arkansas	1614	0.000004842389000000000
Earle City	Arkansas	1385	0.000169920066000000000
East Camden Town	Arkansas	1646	0.000077825952000000000
Edmondson Town	Arkansas	1387	0.000080664988000000000
Egypt Town	Arkansas	1370	0.000007186312000000000
El Dorado City	Arkansas	1765	0.007549722601000000000
Elaine City	Arkansas	1657	0.000061272536000000000
Elkins City	Arkansas	1786	0.000584820092000000000
Elm Springs City	Arkansas	1289	0.000169270407000000000
Emerson Town	Arkansas	1353	0.000007712907000000000
Emmet City	Arkansas	1470	0.000006732695000000000
England City	Arkansas	1580	0.001277733929000000000
Enola Town	Arkansas	1423	0.000166283981000000000
Etowah Town	Arkansas	1610	0.000016945500000000000

Eudora City	Arkansas	1318	0.0000901279670000000000
Eureka Springs City	Arkansas	1310	0.0038913619720000000000
Evening Shade City	Arkansas	1745	0.0001128774650000000000
Everton Town	Arkansas	1288	0.0000238255850000000000
Fairfield Bay City	Arkansas	1348	0.0009941837100000000000
Fargo Town	Arkansas	1624	0.0000035402100000000000
Farmington City	Arkansas	1774	0.0009084502400000000000
Faulkner County	Arkansas	1419	0.0100721165400000000000
Fayetteville City	Arkansas	1776	0.0211036586240000000000
Felsenthal Town	Arkansas	1770	0.0000171816100000000000
Fifty-Six City	Arkansas	1762	0.0000046148660000000000
Fisher City	Arkansas	1667	0.0000196056660000000000
Flippin City	Arkansas	1594	0.0009569013200000000000
Fordyce City	Arkansas	1401	0.0005450635610000000000
Foreman City	Arkansas	1563	0.0000205830160000000000
Forrest City	Arkansas	1751	0.0029610909310000000000
Fort Smith City	Arkansas	1729	0.0384349300880000000000
Fouke City	Arkansas	1598	0.0000543724180000000000
Fountain Hill Town	Arkansas	1254	0.0000071505370000000000
Fountain Lake Town	Arkansas	1450	0.0000282701660000000000
Fourche Town	Arkansas	1650	0.0000096590210000000000
Franklin County	Arkansas	1428	0.0059816871540000000000
Franklin Town	Arkansas	1499	0.0001470632450000000000
Fredonia (Biscoe) Town	Arkansas	1690	0.0000780305800000000000
Friendship Town	Arkansas	1475	0.0000513029950000000000
Fulton County	Arkansas	1440	0.0049581786570000000000
Fulton Town	Arkansas	1465	0.0000663524660000000000
Garfield Town	Arkansas	1273	0.0000744760600000000000
Garland County	Arkansas	1445	0.0173345884430000000000
Garland Town	Arkansas	1600	0.0000028919820000000000
Garner Town	Arkansas	1799	0.0000779347050000000000
Gassville City	Arkansas	1261	0.0007275632500000000000
Gateway Town	Arkansas	1271	0.0000628780800000000000
Gentry City	Arkansas	1275	0.0009048613770000000000
Georgetown Town	Arkansas	1802	0.0000402659540000000000
Gilbert Town	Arkansas	1730	0.0000248315540000000000
Gillett City	Arkansas	1246	0.0001146160890000000000
Gillham Town	Arkansas	1744	0.0000138016680000000000
Gilmore City	Arkansas	1386	0.0000009544540000000000
Glenwood City	Arkansas	1628	0.0004800218610000000000
Goshen Town	Arkansas	1783	0.0000316601240000000000
Gosnell City	Arkansas	1620	0.0002723471860000000000
Gould City	Arkansas	1559	0.0001712480020000000000

Grady City	Arkansas	1560	0.0003131039620000000000
Grannis City	Arkansas	1683	0.0000092426100000000000
Grant County	Arkansas	1449	0.0026644817150000000000
Gravette City	Arkansas	1278	0.0008034545350000000000
Green Forest City	Arkansas	1317	0.0011760881160000000000
Greenbrier City	Arkansas	1422	0.0007200664190000000000
Greene County	Arkansas	1456	0.0052985282130000000000
Greenland City	Arkansas	1779	0.0002374459240000000000
Greenway City	Arkansas	1333	0.0000047579620000000000
Greenwood City	Arkansas	1731	0.0023100671940000000000
Greers Ferry City	Arkansas	1347	0.0004998607740000000000
Griffithville Town	Arkansas	1787	0.0000454617920000000000
Grubbs City	Arkansas	1511	0.0000568851940000000000
Guion Town	Arkansas	1494	0.0001883337370000000000
Gum Springs Town	Arkansas	1327	0.0000305124890000000000
Gurdon City	Arkansas	1320	0.0006332582930000000000
Guy City	Arkansas	1429	0.0001554816180000000000
Hackett City	Arkansas	1733	0.0001715671080000000000
Hamburg City	Arkansas	1251	0.0005246508300000000000
Hampton City	Arkansas	1305	0.0001492583470000000000
Hardy City	Arkansas	1443	0.0002257048470000000000
Harrell Town	Arkansas	1312	0.0000156089780000000000
Harrisburg City	Arkansas	1671	0.0006103742840000000000
Harrison City	Arkansas	1291	0.0075090416660000000000
Hartford City	Arkansas	1734	0.0000797033790000000000
Hartman City	Arkansas	1528	0.0000418085360000000000
Haskell City	Arkansas	1716	0.0007190175200000000000
Hatfield Town	Arkansas	1677	0.0000031195060000000000
Havana City	Arkansas	1812	0.0000288325350000000000
Haynes Town	Arkansas	1555	0.0000218079230000000000
Hazen City	Arkansas	1694	0.0006484580150000000000
Heber Springs City	Arkansas	1340	0.0037675476330000000000
Hector Town	Arkansas	1688	0.0000467324900000000000
Helena-West Helena City	Arkansas	1658	0.0017392147620000000000
Hempstead County	Arkansas	1463	0.0027346591530000000000
Hermitage City	Arkansas	1302	0.0001218396060000000000
Hickory Ridge City	Arkansas	1402	0.0000377703490000000000
Higden Town	Arkansas	1343	0.0000856547670000000000
Higginson Town	Arkansas	1790	0.0001519728890000000000
Highfill Town	Arkansas	1281	0.0001560110760000000000
Highland City	Arkansas	1750	0.0002987184600000000000
Hindsville Town	Arkansas	1590	0.0000338165900000000000
Holland City	Arkansas	1421	0.0001488648310000000000

Holly Grove City	Arkansas	1622	0.0000446089360000000000
Hope City	Arkansas	1464	0.0022488662060000000000
Horatio City	Arkansas	1740	0.0000294178000000000000
Horseshoe Bend City	Arkansas	1441	0.0011121096230000000000
Horseshoe Lake Town	Arkansas	1393	0.0000143196770000000000
Hot Spring County	Arkansas	1473	0.0047821497970000000000
Hot Springs City	Arkansas	1442	0.0356179775070000000000
Houston Town	Arkansas	1654	0.0000529228490000000000
Howard County	Arkansas	1480	0.0017302497600000000000
Hoxie City	Arkansas	1538	0.0001203184890000000000
Hughes City	Arkansas	1756	0.0001136086890000000000
Humnoke City	Arkansas	1582	0.0001481765360000000000
Humphrey City	Arkansas	1253	0.0001426859200000000000
Hunter Town	Arkansas	1806	0.0000017357620000000000
Huntington City	Arkansas	1737	0.0000621425630000000000
Huntsville City	Arkansas	1587	0.0008545085430000000000
Huttig City	Arkansas	1767	0.0000907561610000000000
Imboden Town	Arkansas	1539	0.0000076213250000000000
Independence County	Arkansas	1488	0.0108930202760000000000
Izard County	Arkansas	1496	0.0055130486290000000000
Jackson County	Arkansas	1503	0.0018172410490000000000
Jacksonport Town	Arkansas	1514	0.0000506805250000000000
Jacksonville City	Arkansas	1695	0.0263893052800000000000
Jasper City	Arkansas	1635	0.0000705265940000000000
Jefferson County	Arkansas	1521	0.0059928415350000000000
Jennette Town	Arkansas	1397	0.0000124093380000000000
Jericho Town	Arkansas	1395	0.0000096418490000000000
Johnson City	Arkansas	1782	0.0013077112370000000000
Johnson County	Arkansas	1519	0.0031316878440000000000
Joiner City	Arkansas	1606	0.0002947389430000000000
Jonesboro City	Arkansas	1371	0.0217405973620000000000
Judsonia City	Arkansas	1793	0.0004702082950000000000
Junction City	Arkansas	1771	0.0000418199830000000000
Keiser City	Arkansas	1605	0.0000653636680000000000
Kensett City	Arkansas	1792	0.0003623978810000000000
Keo Town	Arkansas	1583	0.0001370636540000000000
Kibler City	Arkansas	1380	0.0004317410650000000000
Kingsland City	Arkansas	1349	0.0000620366720000000000
Knobel City	Arkansas	1331	0.0000092182830000000000
Knoxville Town	Arkansas	1527	0.0000588327390000000000
Lafayette County	Arkansas	1529	0.0009106195840000000000
Lafe Town	Arkansas	1461	0.0000283631780000000000
Lagrange Town	Arkansas	1551	0.0000082395030000000000
Lake City	Arkansas	1369	0.0002597332200000000000

Lake View City	Arkansas	1660	0.0000471331600000000000
Lake Village City	Arkansas	1324	0.0002248863340000000000
Lakeview City	Arkansas	1262	0.0001934022190000000000
Lamar City	Arkansas	1524	0.0010216854460000000000
Lavaca City	Arkansas	1735	0.0003026049640000000000
Lawrence County	Arkansas	1536	0.0048076639220000000000
Leachville City	Arkansas	1604	0.0002324017680000000000
Lead Hill Town	Arkansas	1290	0.0000691686070000000000
Lee County	Arkansas	1545	0.0009890393870000000000
Leola Town	Arkansas	1448	0.0000136871900000000000
Lepanto City	Arkansas	1669	0.0006822602950000000000
Leslie City	Arkansas	1720	0.0002544443700000000000
Letona Town	Arkansas	1791	0.0000961194220000000000
Lewisville City	Arkansas	1535	0.0001661480390000000000
Lexa Town	Arkansas	1659	0.0000730565420000000000
Lincoln City	Arkansas	1777	0.0004643384720000000000
Lincoln County	Arkansas	1557	0.0013878811110000000000
Little Flock City	Arkansas	1286	0.0005307238500000000000
Little River County	Arkansas	1556	0.0030408257910000000000
Little Rock City	Arkansas	1702	0.0671356948920000000000
Lockesburg City	Arkansas	1742	0.0000626720210000000000
Logan County	Arkansas	1567	0.0050581030180000000000
London City	Arkansas	1685	0.0001423725380000000000
Lonoke City	Arkansas	1585	0.0024522479830000000000
Lonoke County	Arkansas	1575	0.0058193984310000000000
Lonsdale Town	Arkansas	1446	0.0000094329280000000000
Louann Town	Arkansas	1647	0.0000021192610000000000
Lowell City	Arkansas	1272	0.0024493660170000000000
Luxora City	Arkansas	1609	0.0001192266620000000000
Lynn Town	Arkansas	1547	0.0000013851750000000000
Madison City	Arkansas	1758	0.0000582603530000000000
Madison County	Arkansas	1586	0.0031969270180000000000
Magazine City	Arkansas	1566	0.0003187305200000000000
Magness Town	Arkansas	1486	0.0000141794430000000000
Magnolia City	Arkansas	1354	0.0058241692720000000000
Malvern City	Arkansas	1476	0.0038356959610000000000
Mammoth Spring City	Arkansas	1436	0.0000724083140000000000
Manila City	Arkansas	1607	0.0004091246470000000000
Mansfield City	Arkansas	1728	0.0000079976690000000000
Marianna City	Arkansas	1552	0.0008466482460000000000
Marie Town	Arkansas	1621	0.0000098493390000000000
Marion City	Arkansas	1392	0.0011269158290000000000
Marion County	Arkansas	1592	0.0039523368670000000000
Marked Tree City	Arkansas	1670	0.0009920215200000000000

Marmaduke City	Arkansas	1460	0.0003917613040000000000
Marshall City	Arkansas	1724	0.0003917970790000000000
Marvell City	Arkansas	1662	0.0006103757150000000000
Maumelle City	Arkansas	1701	0.0025720126880000000000
Mayflower City	Arkansas	1420	0.0006086943290000000000
Maynard Town	Arkansas	1705	0.0000131405610000000000
Mccaskill Town	Arkansas	1469	0.0000128944350000000000
Mccrory City	Arkansas	1804	0.0001474839490000000000
Mcdougal Town	Arkansas	1342	0.0000011891330000000000
Mcgehee City	Arkansas	1409	0.0004299938560000000000
Mcnab Town	Arkansas	1472	0.0000091510280000000000
Mcneil City	Arkansas	1351	0.0000063906940000000000
Mcrae City	Arkansas	1795	0.0003078437300000000000
Melbourne City	Arkansas	1501	0.0006872958650000000000
Mena City	Arkansas	1678	0.0077168665920000000000
Menifee Town	Arkansas	1363	0.0001061447700000000000
Midland Town	Arkansas	1736	0.0000027016640000000000
Miller County	Arkansas	1597	0.0037690945070000000000
Mineral Springs City	Arkansas	1481	0.0001335692350000000000
Minturn Town	Arkansas	1540	0.0000023238890000000000
Mississippi County	Arkansas	1601	0.0045615034150000000000
Mitchellville City	Arkansas	1411	0.0000001903180000000000
Monette City	Arkansas	1376	0.0002309879740000000000
Monroe County	Arkansas	1619	0.0007512672030000000000
Montgomery County	Arkansas	1623	0.0022640916850000000000
Monticello City	Arkansas	1415	0.0005267471960000000000
Montrose City	Arkansas	1256	0.0000598830680000000000
Moorefield Town	Arkansas	1495	0.0000096160920000000000
Moro Town	Arkansas	1550	0.0001985894700000000000
Morrilton City	Arkansas	1357	0.0025971504690000000000
Morrison Bluff Town	Arkansas	1574	0.0000017329000000000000
Mount Ida City	Arkansas	1626	0.0001335506320000000000
Mount Pleasant Town	Arkansas	1506	0.0001222946530000000000
Mount Vernon Town	Arkansas	1427	0.0000716756590000000000
Mountain Home City	Arkansas	1263	0.0084471000250000000000
Mountain Pine City	Arkansas	1451	0.0001113119890000000000
Mountain View City	Arkansas	1757	0.0014442626050000000000
Mountainburg City	Arkansas	1374	0.0005058779860000000000
Mulberry City	Arkansas	1378	0.0008394962780000000000
Murfreesboro City	Arkansas	1664	0.0004018782350000000000
Nashville City	Arkansas	1483	0.0011740046300000000000
Nevada County	Arkansas	1631	0.0010429724980000000000
Newark City	Arkansas	1491	0.0007439592590000000000
Newport City	Arkansas	1510	0.0029570241250000000000

Newton County	Arkansas	1640	0.0025389559410000000000
Nimmons Town	Arkansas	1335	0.0000014052090000000000
Norfork City	Arkansas	1264	0.0000717357600000000000
Norman Town	Arkansas	1627	0.0000542550780000000000
Norphlet City	Arkansas	1764	0.0001993092470000000000
North Little Rock City	Arkansas	1699	0.0161457647290000000000
Oak Grove Heights Town	Arkansas	1457	0.0001081338130000000000
Oak Grove Town	Arkansas	1314	0.0000318819240000000000
Oakhaven Town	Arkansas	1467	0.0000084584400000000000
Oden Town	Arkansas	1630	0.0000020863490000000000
Ogden City	Arkansas	1565	0.0000008299600000000000
Oil Trough Town	Arkansas	1492	0.0000184566000000000000
O'Kean Town	Arkansas	1710	0.0000017142970000000000
Okolona Town	Arkansas	1322	0.0000190461580000000000
Ola City	Arkansas	1813	0.0002628827760000000000
Omaha Town	Arkansas	1293	0.0000304051670000000000
Oppelo City	Arkansas	1356	0.0000903354570000000000
Osceola City	Arkansas	1608	0.0024928788330000000000
Ouachita County	Arkansas	1642	0.0029136014600000000000
Oxford City	Arkansas	1502	0.0002641563360000000000
Ozan Town	Arkansas	1466	0.0000113690250000000000
Ozark City	Arkansas	1438	0.0011312387780000000000
Palestine City	Arkansas	1753	0.0001908035850000000000
Pangburn City	Arkansas	1796	0.0001571687270000000000
Paragould City	Arkansas	1459	0.0100563902230000000000
Paris City	Arkansas	1572	0.0016161674210000000000
Parkdale City	Arkansas	1255	0.0000071505370000000000
Parkin City	Arkansas	1399	0.0001451571980000000000
Patmos Town	Arkansas	1471	0.0000126382920000000000
Patterson City	Arkansas	1807	0.0000197802440000000000
Pea Ridge City	Arkansas	1276	0.0010998748630000000000
Peach Orchard City	Arkansas	1337	0.0000027431620000000000
Perla Town	Arkansas	1478	0.0000150895370000000000
Perry County	Arkansas	1648	0.0024117645220000000000
Perry Town	Arkansas	1653	0.0000548131550000000000
Perrytown Town	Arkansas	1474	0.0000142180790000000000
Perryville City	Arkansas	1656	0.0004139312620000000000
Phillips County	Arkansas	1655	0.0032451219550000000000
Piggott City	Arkansas	1336	0.0038953801250000000000
Pike County	Arkansas	1661	0.0034815361520000000000
Pindall Town	Arkansas	1727	0.0000303507900000000000
Pine Bluff City	Arkansas	1518	0.0098408180470000000000
Pineville Town	Arkansas	1508	0.0000220125510000000000

Plainview City	Arkansas	1817	0.0001255057410000000000
Pleasant Plains Town	Arkansas	1497	0.0000244981390000000000
Plumerville City	Arkansas	1355	0.0002924622760000000000
Pocahontas City	Arkansas	1707	0.0046711812410000000000
Poinsett County	Arkansas	1666	0.0040099117870000000000
Polk County	Arkansas	1674	0.0006914184780000000000
Pollard City	Arkansas	1334	0.0000045218530000000000
Pope County	Arkansas	1681	0.0085684216210000000000
Portia Town	Arkansas	1542	0.0000094558240000000000
Portland City	Arkansas	1250	0.0000813346800000000000
Pottsville City	Arkansas	1686	0.0003564736810000000000
Powhatan Town	Arkansas	1549	0.0000015568910000000000
Poyen Town	Arkansas	1452	0.0000228124610000000000
Prairie County	Arkansas	1691	0.0009031771300000000000
Prairie Grove City	Arkansas	1780	0.0008776701590000000000
Prattsville Town	Arkansas	1454	0.0000114062310000000000
Prescott City	Arkansas	1632	0.0009255645940000000000
Pulaski County	Arkansas	1698	0.0235361091910000000000
Pyatt Town	Arkansas	1588	0.0000614356660000000000
Quitman City	Arkansas	1346	0.0007208763450000000000
Randolph County	Arkansas	1709	0.0005330491700000000000
Ratcliff City	Arkansas	1570	0.0000381924840000000000
Ravenden Springs Town	Arkansas	1708	0.0000011433420000000000
Ravenden Town	Arkansas	1541	0.0000212469840000000000
Rector City	Arkansas	1341	0.0000565016950000000000
Redfield City	Arkansas	1526	0.0001998887880000000000
Reed Town	Arkansas	1412	0.0000092941250000000000
Reyno City	Arkansas	1711	0.0000017142970000000000
Rison City	Arkansas	1350	0.0002661582580000000000
Rockport City	Arkansas	1479	0.0004662588290000000000
Roe Town	Arkansas	1625	0.0000062976820000000000
Rogers City	Arkansas	1277	0.0174098086060000000000
Rondo Town	Arkansas	1553	0.0000012821460000000000
Rose Bud Town	Arkansas	1801	0.0002013326330000000000
Rosston Town	Arkansas	1634	0.0000127198570000000000
Rudy Town	Arkansas	1383	0.0000436101220000000000
Russell Town	Arkansas	1797	0.0000727388670000000000
Russellville City	Arkansas	1689	0.0091716010070000000000
Salem City	Arkansas	1435	0.0000449623850000000000
Salesville City	Arkansas	1268	0.0000644049210000000000
Saline County	Arkansas	1717	0.0108002006620000000000
Scott County	Arkansas	1718	0.0033804054870000000000
Scranton City	Arkansas	1571	0.0000727531770000000000

Searcy City	Arkansas	1798	0.0098808736490000000000
Searcy County	Arkansas	1722	0.0021162528570000000000
Sebastian County	Arkansas	1726	0.0219348338340000000000
Sedgwick Town	Arkansas	1543	0.0000053117460000000000
Sevier County	Arkansas	1738	0.0026130599490000000000
Shannon Hills City	Arkansas	1714	0.0004981636480000000000
Sharp County	Arkansas	1743	0.0028118855300000000000
Sheridan City	Arkansas	1453	0.0022766713080000000000
Sherrill Town	Arkansas	1517	0.0000257616820000000000
Sherwood City	Arkansas	1700	0.0042418298880000000000
Shirley Town	Arkansas	1773	0.0000914530400000000000
Sidney Town	Arkansas	1748	0.0000357741520000000000
Siloam Springs City	Arkansas	1274	0.0074777836440000000000
Smackover City	Arkansas	1766	0.0000080076860000000000
Smithville Town	Arkansas	1548	0.0000016241460000000000
South Lead Hill Town	Arkansas	1295	0.0000183135040000000000
Sparkman City	Arkansas	1404	0.0000350658240000000000
Springdale City	Arkansas	1285	0.0201367863330000000000
Springtown Town	Arkansas	1280	0.0000029248950000000000
St Francis County	Arkansas	1749	0.0020442151630000000000
St. Charles Town	Arkansas	1245	0.0000246641310000000000
St. Francis City	Arkansas	1332	0.0000071376590000000000
St. Joe Town	Arkansas	1723	0.0000767570200000000000
St. Paul Town	Arkansas	1595	0.0000416196480000000000
Stamps City	Arkansas	1537	0.0001802072810000000000
Star City	Arkansas	1558	0.0005648652700000000000
Stephens City	Arkansas	1645	0.0001165865290000000000
Stone County	Arkansas	1760	0.0028377688440000000000
Strawberry Town	Arkansas	1546	0.0000069287380000000000
Strong City	Arkansas	1769	0.0000293619930000000000
Stuttgart City	Arkansas	1248	0.0022038151010000000000
Subiaco Town	Arkansas	1573	0.0001091469370000000000
Success Town	Arkansas	1338	0.0000017844150000000000
Sulphur Rock Town	Arkansas	1493	0.0000326546460000000000
Sulphur Springs City	Arkansas	1279	0.0001209080470000000000
Summit City	Arkansas	1593	0.0000744674740000000000
Sunset Town	Arkansas	1394	0.0000160411300000000000
Swifton City	Arkansas	1507	0.0001789308590000000000
Taylor City	Arkansas	1358	0.0000141036020000000000
Texarkana City	Arkansas	1599	0.0076839558040000000000
Thornton City	Arkansas	1304	0.0000224375480000000000
Tillar City	Arkansas	1413	0.0000032654650000000000
Tinsman Town	Arkansas	1307	0.0000031509870000000000
Tollette Town	Arkansas	1487	0.0000327319180000000000

Tontitown City	Arkansas	1781	0.0006103556810000000000
Traskwood City	Arkansas	1715	0.0001776787640000000000
Trumann City	Arkansas	1672	0.0023199451530000000000
Tuckerman City	Arkansas	1509	0.0004054399090000000000
Tull Town	Arkansas	1455	0.0000307972520000000000
Tupelo Town	Arkansas	1512	0.0000051715110000000000
Turrell City	Arkansas	1389	0.0009068674750000000000
Twin Groves Town	Arkansas	1426	0.0001561026570000000000
Tyronza City	Arkansas	1676	0.0003829551390000000000
Ulm Town	Arkansas	1696	0.0000008972160000000000
Union County	Arkansas	1763	0.0045200454660000000000
Valley Springs Town	Arkansas	1299	0.0000327161770000000000
Van Buren City	Arkansas	1377	0.0176490317890000000000
Van Buren County	Arkansas	1772	0.0036418487110000000000
Vandervoort Town	Arkansas	1682	0.0000006596750000000000
Victoria Town	Arkansas	1615	0.0000054462570000000000
Vilonia City	Arkansas	1424	0.0010354413230000000000
Viola Town	Arkansas	1439	0.0000327004370000000000
Wabbaseka Town	Arkansas	1525	0.0000825309680000000000
Waldenburg Town	Arkansas	1673	0.0000235265130000000000
Waldo City	Arkansas	1359	0.0000284261410000000000
Waldron City	Arkansas	1719	0.0015014654740000000000
Walnut Ridge City	Arkansas	1544	0.0003154607630000000000
Ward City	Arkansas	1584	0.0014826096340000000000
Warren City	Arkansas	1308	0.0013314566880000000000
Washington City	Arkansas	1468	0.0000142180790000000000
Washington County	Arkansas	1775	0.0201415628970000000000
Watson City	Arkansas	1408	0.0000005695240000000000
Weiner City	Arkansas	1675	0.0001150167600000000000
Weldon Town	Arkansas	1516	0.0000155145340000000000
West Fork City	Arkansas	1784	0.0002787793790000000000
West Memphis City	Arkansas	1388	0.0064020863830000000000
West Point Town	Arkansas	1800	0.0000311735960000000000
Western Grove Town	Arkansas	1638	0.0000572043000000000000
Wheatley City	Arkansas	1752	0.0000509767350000000000
Whelen Springs Town	Arkansas	1329	0.0000023811280000000000
White County	Arkansas	1785	0.0099795917050000000000
White Hall City	Arkansas	1522	0.0005519593870000000000
Wickes Town	Arkansas	1680	0.0000014223800000000000
Widener Town	Arkansas	1754	0.0000145658040000000000
Wiederkehr Village City	Arkansas	1437	0.0000159552720000000000
Williford Town	Arkansas	1755	0.0000250419060000000000
Willisville Town	Arkansas	1637	0.0000039136920000000000

Wilmar City	Arkansas	1416	0.000018078825000000000
Wilmot City	Arkansas	1259	0.000171605744000000000
Wilson City	Arkansas	1616	0.000038733390000000000
Wilton City	Arkansas	1562	0.000002323889000000000
Winchester Town	Arkansas	1418	0.000011094280000000000
Winslow City	Arkansas	1778	0.000059329284000000000
Winthrop City	Arkansas	1569	0.000004315794000000000
Woodruff County	Arkansas	1805	0.002136270641000000000
Wooster Town	Arkansas	1425	0.000052930004000000000
Wrightsville City	Arkansas	1706	0.000089014675000000000
Wynne City	Arkansas	1400	0.001541190523000000000
Yell County	Arkansas	1809	0.005032932325000000000
Yellville City	Arkansas	1596	0.000268081476000000000
Zinc Town	Arkansas	1292	0.000018492375000000000
Adelanto City	California	2222	
Agoura Hills City	California	2079	
Alameda City	California	1924	
Alameda County	California	1919	
Albany City	California	1928	
Alhambra City	California	2012	
Aliso Viejo City	California	2147	
Amador County	California	1935	
American Canyon City	California	2118	
Anaheim City	California	2125	
Anderson City	California	2299	
Apple Valley Town	California	2213	
Arcadia City	California	2011	
Arcata City	California	1981	
Arroyo Grande City	California	2250	
Artesia City	California	2074	
Arvin City	California	1999	
Atascadero City	California	2254	
Atwater City	California	2105	
Auburn City	California	2160	
Avenal City	California	2006	
Azusa City	California	2014	
Bakersfield City	California	1993	
Baldwin Park City	California	2018	
Banning City	California	2167	
Barstow City	California	2203	
Beaumont City	California	2165	
Bell City	California	2016	
Bell Gardens City	California	2077	
Bellflower City	California	2061	

Belmont City	California	2256
Benicia City	California	2305
Berkeley City	California	1923
Beverly Hills City	California	2017
Blythe City	California	2166
Brawley City	California	1984
Brea City	California	2126
Brentwood City	California	1942
Buena Park City	California	2127
Burbank City	California	2015
Burlingame City	California	2257
Butte County	California	1944
Calabasas City	California	2060
Calaveras County	California	1941
Calexico City	California	1991
California City	California	2002
Camarillo City	California	2345
Campbell City	California	2281
Canyon Lake City	California	2183
Capitola City	California	2295
Carlsbad City	California	2219
Carpinteria City	California	2277
Carson City	California	2088
Cathedral City	California	2185
Ceres City	California	2320
Cerritos City	California	2020
Chico City	California	1939
Chino City	California	2204
Chino Hills City	California	2214
Chowchilla City	California	2090
Chula Vista City	California	2225
Citrus Heights City	California	2197
City Of Antioch	California	1945
City Of Lathrop	California	2252
City Of Santa Cruz	California	2293
Claremont City	California	2019
Clayton City	California	1961
Clearlake City	California	2010
Clovis City	California	1969
Coachella City	California	2170
Coalinga City	California	1970
Colton City	California	2201
Colusa County	California	1946
Commerce City	California	2071

Compton City	California	2022
Concord City	California	1948
Contra Costa County	California	1943
Corcoran City	California	2003
Corona City	California	2168
Coronado City	California	2226
Costa Mesa City	California	2130
Covina City	California	2021
Cudahy City	California	2075
Culver City	California	2024
Cupertino City	California	2280
Cypress City	California	2148
Daly City	California	2262
Dana Point City	California	2151
Danville Town	California	1956
Davis City	California	2346
Del Norte County	California	1960
Delano City	California	1988
Desert Hot Springs City	California	2184
Diamond Bar City	California	2063
Dinuba City	California	2326
Dixon City	California	2307
Downey City	California	2059
Duarte City	California	2068
Dublin City	California	1938
East Palo Alto City	California	2270
Eastvale City	California	2182
El Cajon City	California	2229
El Centro City	California	1992
El Cerrito City	California	1947
El Dorado County	California	1965
El Monte City	California	2026
El Paso De Robles (Paso Robles) City	California	2249
El Segundo City	California	2023
Elk Grove City	California	2198
Emeryville City	California	1925
Encinitas City	California	2233
Escondido City	California	2227
Eureka City	California	1983
Exeter City	California	2324
Fairfield City	California	2308
Farmersville City	California	2337

Fillmore City	California	2343
Folsom City	California	2190
Fontana City	California	2202
Fortuna City	California	1985
Foster City	California	2271
Fountain Valley City	California	2153
Fremont City	California	1927
Fresno City	California	1971
Fresno County	California	1968
Fullerton City	California	2131
Galt City	California	2195
Garden Grove City	California	2132
Gardena City	California	2027
Gilroy City	California	2279
Glendale City	California	2029
Glendora City	California	2030
Glenn County	California	1982
Goleta City	California	2276
Grand Terrace City	California	2224
Grass Valley City	California	2120
Greenfield City	California	2113
Grover Beach City	California	2251
Half Moon Bay City	California	2269
Hanford City	California	2001
Hawaiian Gardens City	California	2083
Hawthorne City	California	2028
Hayward City	California	1926
Healdsburg City	California	2309
Hemet City	California	2173
Hercules City	California	1949
Hermosa Beach City	California	2025
Hesperia City	California	2211
Highland City	California	2212
Hillsborough Town	California	7017
Hollister City	California	2199
Humboldt County	California	1980
Huntington Beach City	California	2129
Huntington Park City	California	2033
Imperial Beach City	California	2231
Imperial City	California	1987
Imperial County	California	1986
Indio City	California	2172
Inglewood City	California	2032
Inyo County	California	1990

Irvine City	California	2152
Jurupa Valley City	California	2179
Kerman City	California	1976
Kern County	California	1989
King City	California	2110
Kings County	California	1998
Kingsburg City	California	1972
La Cañada Flintridge City	California	2089
La Habra City	California	2136
La Mesa City	California	2230
La Mirada City	California	2078
La Palma City	California	2128
La Puente City	California	2031
La Quinta City	California	2189
La Verne City	California	2034
Lafayette City	California	1962
Laguna Beach City	California	2135
Laguna Hills City	California	2144
Laguna Niguel City	California	2154
Laguna Woods City	California	2145
Lake County	California	2007
Lake Elsinore City	California	2169
Lake Forest City	California	2141
Lakeport City	California	2005
Lakewood City	California	2036
Lancaster City	California	2085
Larkspur City	California	2094
Lassen County	California	2009
Lawndale City	California	2076
Lemon Grove City	California	2238
Lemoore City	California	2004
Lincoln City	California	2159
Lindsay City	California	2330
Livermore City	California	1930
Livingston City	California	2103
Lodi City	California	2243
Loma Linda City	California	2218
Lomita City	California	2084
Lompoc City	California	2274
Long Beach City	California	2037
Los Alamitos City	California	2150
Los Altos City	California	2282
Los Angeles City	California	2035

Los Angeles County	California	2013
Los Banos City	California	2104
Los Gatos Town	California	2283
Lynwood City	California	2040
Madera City	California	2092
Madera County	California	2091
Malibu City	California	2064
Manhattan Beach City	California	2041
Manteca City	California	2241
Marin County	California	2093
Marina City	California	2119
Mariposa County	California	2097
Martinez City	California	1950
Marysville City	California	2354
Maywood City	California	2038
Mcfarland City	California	1994
Mendocino County	California	2100
Mendota City	California	1973
Menifee City	California	2176
Menlo Park City	California	2260
Merced City	California	2106
Merced County	California	2101
Mill Valley City	California	2095
Millbrae City	California	2265
Milpitas City	California	2286
Mission Viejo City	California	2149
Modesto City	California	2318
Modoc County	California	2108
Mono County	California	2107
Monrovia City	California	2042
Montclair City	California	2217
Montebello City	California	2039
Monterey City	California	2117
Monterey County	California	2109
Monterey Park City	California	2043
Moorpark City	California	2347
Moraga Town	California	1966
Moreno Valley City	California	2186
Morgan Hill City	California	2287
Morro Bay City	California	2259
Mountain View City	California	2288
Murrieta City	California	2181
Napa City	California	2122
Napa County	California	2115

Allocations in California will be made in accordance with the California State-Subdivision Agreement.

National City	California	2235
Nevada County	California	2121
Newark City	California	1929
Newman City	California	2319
Newport Beach City	California	2133
Norco City	California	2188
Norwalk City	California	2066
Novato City	California	2099
Oakdale City	California	2321
Oakland City	California	1932
Oakley City	California	1952
Oceanside City	California	2228
Ontario City	California	2206
Orange City	California	2134
Orange County	California	2123
Orange Cove City	California	1977
Orinda City	California	1959
Oroville City	California	1940
Oxnard City	California	2344
Pacific Grove City	California	2111
Pacifica City	California	2266
Palm Desert City	California	2187
Palm Springs City	California	2174
Palmdale City	California	2086
Palo Alto City	California	2284
Palos Verdes Estates City	California	2045
Paramount City	California	2070
Parlier City	California	1974
Pasadena City	California	2044
Patterson City	California	2322
Perris City	California	2175
Petaluma City	California	2313
Pico Rivera City	California	2067
Piedmont City	California	1931
Pinole City	California	1954
Pittsburg City	California	1951
Placentia City	California	2137
Placer County	California	2157
Placerville City	California	1967
Pleasant Hill City	California	1963
Pleasanton City	California	1934
Plumas County	California	2162
Pomona City	California	2047

Port Hueneme City	California	2340
Porterville City	California	2333
Poway City	California	2234
Rancho Cordova City	California	2196
Rancho Cucamonga City	California	2221
Rancho Mirage City	California	2192
Rancho Palos Verdes City	California	2087
Rancho Santa Margarita City	California	2146
Red Bluff City	California	2336
Redding City	California	2298
Redlands City	California	2205
Redondo Beach City	California	2046
Redwood City	California	2264
Reedley City	California	1978
Rialto City	California	2208
Richmond City	California	1953
Ridgecrest City	California	2000
Ripon City	California	2242
Riverbank City	California	2327
Riverside City	California	2171
Riverside County	California	2163
Rocklin City	California	2161
Rohnert Park City	California	2317
Rosemead City	California	2082
Roseville City	California	2164
Sacramento City	California	2194
Sacramento County	California	2191
Salinas City	California	2112
San Anselmo Town	California	2098
San Benito County	California	2193
San Bernardino City	California	2207
San Bernardino County	California	2200
San Bruno City	California	2261
San Buenaventura (Ventura) City	California	2341
San Carlos City	California	2267
San Clemente City	California	2138
San Diego City	California	2236
San Diego County	California	2223
San Dimas City	California	2080
San Fernando City	California	2048

San Francisco City	California	2245
San Gabriel City	California	2051
San Jacinto City	California	2178
San Joaquin County	California	2240
San Jose City	California	2285
San Juan Capistrano City	California	2158
San Leandro City	California	1933
San Luis Obispo City	California	2255
San Luis Obispo County	California	2248
San Marcos City	California	2246
San Marino City	California	2049
San Mateo City	California	2263
San Mateo County	California	2253
San Pablo City	California	1957
San Rafael City	California	2096
San Ramon City	California	1958
Sanger City	California	1979
Santa Ana City	California	2139
Santa Barbara City	California	2273
Santa Barbara County	California	2272
Santa Clara City	California	2291
Santa Clara County	California	2278
Santa Clarita City	California	2065
Santa Cruz County	California	2292
Santa Fe Springs City	California	2069
Santa Maria City	California	2275
Santa Monica City	California	2050
Santa Paula City	California	2342
Santa Rosa City	California	2311
Santee City	California	2239
Saratoga City	California	2290
Scotts Valley City	California	2297
Seal Beach City	California	2140
Seaside City	California	2116
Selma City	California	1975
Shafter City	California	1995
Shasta County	California	2296
Shasta Lake City	California	2301
Sierra Madre City	California	2052
Signal Hill City	California	2054
Simi Valley City	California	2349
Siskiyou County	California	2302

Solana Beach City	California	2232
Solano County	California	2303
Soledad City	California	2114
Sonoma City	California	2314
Sonoma County	California	2312
South El Monte City	California	2072
South Gate City	California	2053
South Lake Tahoe City	California	1964
South Pasadena City	California	2056
South San Francisco City	California	2268
Stanislaus County	California	2316
Stanton City	California	2142
Stockton City	California	2247
Suisun City	California	2310
Sunnyvale City	California	2289
Susanville City	California	2008
Sutter County	California	2328
Tehachapi City	California	1996
Tehama County	California	2331
Temecula City	California	2180
Temple City	California	2081
Thousand Oaks City	California	2348
Torrance City	California	2055
Tracy City	California	2244
Trinity County	California	2329
Truckee Town	California	2124
Tulare City	California	2334
Tulare County	California	2332
Tuolumne County	California	2339
Turlock City	California	2325
Tustin City	California	2143
Twentynine Palms City	California	2215
Ukiah City	California	2102
Union City	California	1936
Upland City	California	2210
Vacaville City	California	2304
Vallejo City	California	2306
Ventura County	California	2338
Victorville City	California	2220
Visalia City	California	2335
Vista City	California	2237
Walnut City	California	2073
Walnut Creek City	California	1955

Wasco City	California	1997
Watsonville City	California	2294
West Covina City	California	2057
West Hollywood City	California	2062
West Sacramento City	California	2350
Westminster City	California	2155
Whittier City	California	2058
Wildomar City	California	2177
Windsor Town	California	2315
Woodland City	California	2351
Yolo County	California	2352
Yorba Linda City	California	2156
Yuba City	California	2323
Yuba County	California	2353
Yucaipa City	California	2216
Yucca Valley Town	California	2209
Adams County	Colorado	2357
Aguilar Town	Colorado	13013
Akron Town	Colorado	13097
Alamosa City	Colorado	2364
Alamosa County	Colorado	2365
Alma Town	Colorado	13058
Antonito Town	Colorado	12931
Arapahoe County	Colorado	2368
Archuleta County	Colorado	2369
Arriba Town	Colorado	13019
Arvada City	Colorado	2358
Aspen City	Colorado	13054
Ault Town	Colorado	13098
Aurora City	Colorado	2360
Avon Town	Colorado	12957
Baca County	Colorado	2377
Basalt Town	Colorado	12948
Bayfield Town	Colorado	13009
Bennett Town	Colorado	12892
Bent County	Colorado	2374
Berthoud Town	Colorado	13010
Bethune Town	Colorado	13001
Black Hawk City	Colorado	2405
Blanca Town	Colorado	12935
Blue River Town	Colorado	13091
Boone Town	Colorado	13064
Boulder City	Colorado	2378
Boulder County	Colorado	2370

Bow Mar Town	Colorado	12895
Branson Town	Colorado	13014
Breckenridge Town	Colorado	13087
Brighton City	Colorado	2361
Brookside Town	Colorado	12969
Brush City	Colorado	13040
Buena Vista Town	Colorado	12921
Burlington City	Colorado	13002
Calhan Town	Colorado	12962
Campo Town	Colorado	12897
Cañon City	Colorado	2398
Carbondale Town	Colorado	12977
Castle Pines City	Colorado	2395
Castle Rock Town	Colorado	2396
Cedaredge Town	Colorado	12943
Centennial City	Colorado	2373
Center Town	Colorado	13076
Central City	Colorado	12978
Chaffee County	Colorado	2386
Cheraw Town	Colorado	13044
Cherry Hills Village City	Colorado	12901
Cheyenne County	Colorado	2382
Cheyenne Wells Town	Colorado	12929
City and County of Broomfield	Colorado	2384
City Of Creede Town	Colorado	13030
Clear Creek County	Colorado	2385
Coal Creek Town	Colorado	12968
Cokedale Town	Colorado	13015
Collbran Town	Colorado	13031
Colorado Springs City	Colorado	2399
Columbine Valley Town	Colorado	12902
Commerce City	Colorado	2356
Conejos County	Colorado	2387
Cortez City	Colorado	13033
Costilla County	Colorado	2388
Craig City	Colorado	13034
Crawford Town	Colorado	12946
Crested Butte Town	Colorado	12987
Crestone Town	Colorado	13074
Cripple Creek City	Colorado	13093
Crook Town	Colorado	13027

Crowley County	Colorado	2383
Crowley Town	Colorado	12937
Custer County	Colorado	2391
Dacono City	Colorado	13101
De Beque Town	Colorado	13024
Deer Trail Town	Colorado	12903
Del Norte Town	Colorado	13068
Delta City	Colorado	12945
Delta County	Colorado	2390
Denver City	Colorado	2389
Dillon Town	Colorado	13088
Dinosaur Town	Colorado	13032
Dolores County	Colorado	2393
Dolores Town	Colorado	13035
Douglas County	Colorado	2392
Dove Creek Town	Colorado	12951
Durango City	Colorado	2418
Eads Town	Colorado	13000
Eagle County	Colorado	2404
Eagle Town	Colorado	12953
Eaton Town	Colorado	13099
Eckley Town	Colorado	13115
Edgewater City	Colorado	12995
El Paso County	Colorado	2401
Elbert County	Colorado	2402
Elizabeth Town	Colorado	12959
Empire Town	Colorado	12925
Englewood City	Colorado	2366
Erie Town	Colorado	2381
Estes Park Town	Colorado	13011
Evans City	Colorado	2463
Fairplay Town	Colorado	13057
Federal Heights City	Colorado	2359
Firestone Town	Colorado	2462
Flagler Town	Colorado	13005
Fleming Town	Colorado	13022
Florence City	Colorado	12971
Fort Collins City	Colorado	2421
Fort Lupton City	Colorado	13102
Fort Morgan City	Colorado	2438
Fountain City	Colorado	2400
Fowler Town	Colorado	13046
Foxfield Town	Colorado	12898
Fraser Town	Colorado	12980

Frederick Town	Colorado	2465
Fremont County	Colorado	2406
Frisco Town	Colorado	13089
Fruita City	Colorado	2439
Garden City Town	Colorado	13104
Garfield County	Colorado	2403
Genoa Town	Colorado	13020
Georgetown Town	Colorado	12924
Gilcrest Town	Colorado	13100
Gilpin County	Colorado	2408
Glendale City	Colorado	12900
Glenwood Springs City	Colorado	12979
Golden City	Colorado	2415
Granada Town	Colorado	13059
Granby Town	Colorado	12983
Grand County	Colorado	2410
Grand Junction City	Colorado	2431
Grand Lake Town	Colorado	12974
Greeley City	Colorado	2464
Green Mountain Falls Town	Colorado	12964
Greenwood Village City	Colorado	2367
Grover Town	Colorado	13103
Gunnison City	Colorado	12986
Gunnison County	Colorado	2411
Gypsum Town	Colorado	12954
Hartman Town	Colorado	13060
Haswell Town	Colorado	12999
Haxtun Town	Colorado	13052
Hayden Town	Colorado	13071
Hillrose Town	Colorado	13042
Hinsdale County	Colorado	2407
Holly Town	Colorado	13061
Holyoke City	Colorado	13053
Hooper Town	Colorado	12904
Hot Sulphur Springs Town	Colorado	12973
Hotchkiss Town	Colorado	12944
Hudson Town	Colorado	2467
Huerfano County	Colorado	2409
Hugo Town	Colorado	13021
Idaho Springs City	Colorado	12927
Ignacio Town	Colorado	13008

Iliff Town	Colorado	13029
Jackson County	Colorado	2413
Jamestown Town	Colorado	12916
Jefferson County	Colorado	2412
Johnstown Town	Colorado	2420
Julesburg Town	Colorado	13085
Keenesburg Town	Colorado	13106
Kersey Town	Colorado	13105
Kim Town	Colorado	13018
Kiowa County	Colorado	2414
Kiowa Town	Colorado	12961
Kit Carson County	Colorado	2424
Kit Carson Town	Colorado	12926
Kremmling Town	Colorado	12982
La Jara Town	Colorado	12930
La Junta City	Colorado	13045
La Plata County	Colorado	2417
La Salle Town	Colorado	13108
La Veta Town	Colorado	12992
Lafayette City	Colorado	2376
Lake City Town	Colorado	12991
Lake County	Colorado	2422
Lakeside Town	Colorado	12998
Lakewood City	Colorado	2419
Lamar City	Colorado	13062
Larimer County	Colorado	2423
Larkspur Town	Colorado	12950
Las Animas City	Colorado	12917
Las Animas County	Colorado	2428
Leadville City	Colorado	13007
Limon Town	Colorado	13026
Lincoln County	Colorado	2427
Littleton City	Colorado	2372
Lochbuie Town	Colorado	13117
Log Lane Village Town	Colorado	13041
Logan County	Colorado	2430
Lone Tree City	Colorado	2394
Longmont City	Colorado	2379
Louisville City	Colorado	2375
Loveland City	Colorado	2425
Lyons Town	Colorado	12918
Manassa Town	Colorado	12932
Mancos Town	Colorado	13036
Manitou Springs City	Colorado	12963

Allocations in Colorado will be made in accordance with the Colorado Opioids Settlement Memorandum of Understanding.

Manzanola Town	Colorado	13047
Marble Town	Colorado	12988
Mead Town	Colorado	13107
Meeker Town	Colorado	13066
Merino Town	Colorado	13028
Mesa County	Colorado	2433
Milliken Town	Colorado	13109
Mineral County	Colorado	2432
Minturn Town	Colorado	12956
Moffat County	Colorado	2436
Moffat Town	Colorado	13075
Monte Vista City	Colorado	13069
Montezuma County	Colorado	2434
Montezuma Town	Colorado	13090
Montrose City	Colorado	2440
Montrose County	Colorado	2437
Monument Town	Colorado	12965
Morgan County	Colorado	2444
Morrison Town	Colorado	12996
Mount Crested Butte Town	Colorado	12990
Mountain View Town	Colorado	12997
Mountain Village Town	Colorado	13084
Naturita Town	Colorado	13038
Nederland Town	Colorado	12920
New Castle Town	Colorado	12975
Northglenn City	Colorado	2363
Norwood Town	Colorado	13081
Nucla Town	Colorado	13037
Nunn Town	Colorado	13110
Oak Creek Town	Colorado	13072
Olathe Town	Colorado	13039
Olney Springs Town	Colorado	12938
Ophir Town	Colorado	13082
Orchard City Town	Colorado	12947
Ordway Town	Colorado	12939
Otero County	Colorado	2442
Otis Town	Colorado	13096
Ouray City	Colorado	13050
Ouray County	Colorado	2445
Ovid Town	Colorado	13083
Pagosa Springs Town	Colorado	12899
Palisade Town	Colorado	13023
Palmer Lake Town	Colorado	12966

Paoli Town	Colorado	13055
Paonia Town	Colorado	12949
Parachute Town	Colorado	12981
Park County	Colorado	2441
Parker Town	Colorado	2397
Peetz Town	Colorado	13025
Phillips County	Colorado	2443
Pierce Town	Colorado	13111
Pitkin County	Colorado	2446
Pitkin Town	Colorado	12989
Platteville Town	Colorado	13112
Poncha Springs Town	Colorado	12928
Pritchett Town	Colorado	12896
Prowers County	Colorado	2447
Pueblo City	Colorado	2448
Pueblo County	Colorado	2449
Ramah Town	Colorado	12967
Rangely Town	Colorado	13067
Raymer (New Raymer) Town	Colorado	13113
Red Cliff Town	Colorado	12955
Rico Town	Colorado	12952
Ridgway Town	Colorado	13051
Rifle City	Colorado	12976
Rio Blanco County	Colorado	2450
Rio Grande County	Colorado	2451
Rockvale Town	Colorado	12970
Rocky Ford City	Colorado	13049
Romeo Town	Colorado	12933
Routt County	Colorado	2452
Rye Town	Colorado	13063
Saguache County	Colorado	2455
Saguache Town	Colorado	13077
Salida City	Colorado	12922
San Juan County	Colorado	2453
San Luis Town	Colorado	12936
San Miguel County	Colorado	2458
Sanford Town	Colorado	12934
Sawpit Town	Colorado	13079
Sedgwick County	Colorado	2457
Sedgwick Town	Colorado	13086
Seibert Town	Colorado	13003
Severance Town	Colorado	13114
Sheridan City	Colorado	2371

Sheridan Lake Town	Colorado	13620
Silt Town	Colorado	12984
Silver Cliff Town	Colorado	12941
Silver Plume Town	Colorado	12923
Silverthorne Town	Colorado	13092
Silverton Town	Colorado	13078
Simla Town	Colorado	12960
Snowmass Village Town	Colorado	13056
South Fork Town	Colorado	13070
Springfield Town	Colorado	12907
Starkville Town	Colorado	13016
Steamboat Springs City	Colorado	2456
Sterling City	Colorado	2435
Stratton Town	Colorado	13004
Sugar City Town	Colorado	12942
Summit County	Colorado	2454
Superior Town	Colorado	2380
Swink Town	Colorado	13048
Teller County	Colorado	2461
Telluride Town	Colorado	13080
Thornton City	Colorado	2362
Timnath Town	Colorado	13012
Trinidad City	Colorado	13017
Two Buttes Town	Colorado	12913
Vail Town	Colorado	12958
Victor City	Colorado	13094
Vilas Town	Colorado	12914
Vona Town	Colorado	13006
Walden Town	Colorado	12994
Walsenburg City	Colorado	12993
Walsh Town	Colorado	12915
Ward Town	Colorado	12919
Washington County	Colorado	2460
Weld County	Colorado	2459
Wellington Town	Colorado	2429
Westcliffe Town	Colorado	12940
Westminster City	Colorado	2355
Wheat Ridge City	Colorado	2416
Wiggins Town	Colorado	13043
Wiley Town	Colorado	13065
Williamsburg Town	Colorado	12972
Windsor Town	Colorado	2426
Winter Park Town	Colorado	12985

Woodland Park City	Colorado	13095	
Wray City	Colorado	13116	
Yampa Town	Colorado	13073	
Yuma City	Colorado	13118	
Yuma County	Colorado	2466	
Dover City	Delaware	2639	0.2500000000000000000000
Kent County	Delaware	2643	0.2500000000000000000000
Middletown Town	Delaware	2641	0.0000000000000000000000
Milford City	Delaware	2648	0.0000000000000000000000
New Castle County	Delaware	2638	0.0000000000000000000000
Newark City	Delaware	2642	0.0000000000000000000000
Seaford City	Delaware	2646	0.2500000000000000000000
Smyrna Town	Delaware	2640	0.0000000000000000000000
Sussex County	Delaware	2644	0.2500000000000000000000
Wilmington City	Delaware	2645	0.0000000000000000000000
Alachua County	Florida	2651	0.0085946132340000000000
Altamonte Springs City	Florida	2866	0.0008130543020000000000
Apopka City	Florida	2799	0.0009721547040000000000
Atlantic Beach City	Florida	2707	0.0003889156640000000000
Auburndale City	Florida	2852	0.0002863678310000000000
Aventura City	Florida	2783	0.0002462007560000000000
Avon Park City	Florida	2727	0.0002582887370000000000
Baker County	Florida	2653	0.0019317366220000000000
Bartow City	Florida	2851	0.0004397257480000000000
Bay County	Florida	2652	0.0053944656930000000000
Belle Glade City	Florida	2810	0.0002082781280000000000
Boca Raton City	Florida	2812	0.0047206896320000000000
Bonita Springs City	Florida	2750	0.0001737545800000000000
Boynton Beach City	Florida	2819	0.0030649792460000000000
Bradenton City	Florida	2764	0.0037993032490000000000
Bradford County	Florida	2657	0.0018948348070000000000
Brevard County	Florida	2660	0.0238707635250000000000
Broward County	Florida	2668	0.0406262277080000000000
Calhoun County	Florida	2695	0.0004712821810000000000
Callaway City	Florida	2656	0.0002495350150000000000
Cape Canaveral City	Florida	2666	0.0004556071900000000000
Cape Coral City	Florida	2755	0.0071443001100000000000
Casselberry City	Florida	2864	0.0008003529620000000000
Charlotte County	Florida	2697	0.0069022514260000000000
Citrus County	Florida	2702	0.0096964664730000000000
Clay County	Florida	2699	0.0119343001210000000000
Clearwater City	Florida	2831	0.0063386253720000000000
Clermont City	Florida	2738	0.0007590953480000000000
Cocoa Beach City	Florida	2659	0.0008436320480000000000

Cocoa City	Florida	2661	0.0014924471990000000000
Coconut Creek City	Florida	2692	0.0010113093180000000000
Collier County	Florida	2700	0.0135482248740000000000
Columbia County	Florida	2703	0.0034212219730000000000
Cooper City	Florida	2681	0.0007393632490000000000
Coral Gables City	Florida	2773	0.0007177994220000000000
Coral Springs City	Florida	2689	0.0032340640850000000000
Crestview City	Florida	2792	0.0007043975660000000000
Cutler Bay Town	Florida	2788	0.0000941414630000000000
Dania Beach City	Florida	2671	0.0001780678900000000000
Davie Town	Florida	2688	0.0026692252930000000000
Daytona Beach City	Florida	2883	0.0044755599850000000000
Daytona Beach Shores City	Florida	2892	0.0003974331580000000000
De Soto County	Florida	2706	0.0011364042050000000000
Debary City	Florida	2893	0.0003528332960000000000
Deerfield Beach City	Florida	2669	0.0020242335620000000000
Deland City	Florida	2882	0.0009898435420000000000
Delray Beach City	Florida	2811	0.0035184660050000000000
Deltona City	Florida	2890	0.0019932923040000000000
Destin City	Florida	2797	0.0001467830920000000000
Dixie County	Florida	2708	0.0010374439270000000000
Doral City	Florida	2777	0.0001397804770000000000
Dunedin City	Florida	2841	0.0010244112130000000000
Eatonville Town	Florida	2802	0.0000832564150000000000
Edgewater City	Florida	2879	0.0005804271720000000000
Escambia County	Florida	2711	0.0101099906100000000000
Estero Village	Florida	2752	0.0001207975550000000000
Eustis City	Florida	2741	0.0004193003950000000000
Fernandina Beach City	Florida	2793	0.0008316019890000000000
Flagler County	Florida	2709	0.0030500824840000000000
Florida City	Florida	2767	0.0000392878900000000000
Fort Lauderdale City	Florida	2672	0.0083058162950000000000
Fort Myers City	Florida	2748	0.0043109956340000000000
Fort Pierce City	Florida	2877	0.0015953587260000000000
Fort Walton Beach City	Florida	2794	0.0007783706050000000000
Franklin County	Florida	2714	0.0004991067080000000000
Fruitland Park City	Florida	2744	0.0000838209320000000000
Gadsden County	Florida	2719	0.0012365547050000000000
Gainesville City	Florida	2647	0.0038159828940000000000
Gilchrist County	Florida	2716	0.0006433350420000000000
Glades County	Florida	2721	0.0004061249630000000000
Greenacres City	Florida	2814	0.0007642489860000000000

Groveland City	Florida	2739	0.0002615314820000000000
Gulf County	Florida	2722	0.0005991419080000000000
Gulfport City	Florida	2836	0.0004789455470000000000
Haines City	Florida	2849	0.0004798470660000000000
Hallandale Beach City	Florida	2673	0.0015495052720000000000
Hamilton County	Florida	2718	0.0004794180050000000000
Hardee County	Florida	2720	0.0006711036430000000000
Hendry County	Florida	2717	0.0014446089510000000000
Hernando County	Florida	2723	0.0151007589960000000000
Hialeah City	Florida	2770	0.0009801565250000000000
Hialeah Gardens City	Florida	2771	0.0000545192940000000000
Highlands County	Florida	2726	0.0029318603860000000000
Hillsborough County	Florida	2729	0.0652311253080000000000
Holly Hill City	Florida	2889	0.0003161624440000000000
Hollywood City	Florida	2674	0.0052016477540000000000
Holmes County	Florida	2731	0.0008161189220000000000
Homestead City	Florida	2769	0.0002493539850000000000
Indian River County	Florida	2733	0.0065411779010000000000
Jackson County	Florida	2737	0.0015893576780000000000
Jacksonville Beach City	Florida	2710	0.0010044668520000000000
Jacksonville City	Florida	2713	0.0529563801960000000000
Jefferson County	Florida	2735	0.0004082079890000000000
Jupiter Town	Florida	2816	0.0012546664310000000000
Key Biscayne Village	Florida	2785	0.0001368387830000000000
Key West City	Florida	2790	0.0008808677790000000000
Kissimmee City	Florida	2807	0.0016236577080000000000
Lady Lake Town	Florida	2742	0.0002504819270000000000
Lafayette County	Florida	2740	0.0003191133990000000000
Lake City	Florida	2705	0.0010465943910000000000
Lake County	Florida	2736	0.0078154785620000000000
Lake Mary City	Florida	2868	0.0007976743700000000000
Lake Wales City	Florida	2854	0.0003629317620000000000
Lake Worth City	Florida	2820	0.0011714590410000000000
Lakeland City	Florida	2850	0.0029487492060000000000
Lantana Town	Florida	2822	0.0002450789870000000000
Largo City	Florida	2840	0.0037419364980000000000
Lauderdale Lakes City	Florida	2693	0.0006262430400000000000
Lauderhill City	Florida	2678	0.0014438307210000000000
Lee County	Florida	2746	0.0215038742990000000000
Leesburg City	Florida	2743	0.0009133989060000000000
Leon County	Florida	2753	0.0047120197970000000000
Levy County	Florida	2756	0.0025119232080000000000
Liberty County	Florida	2757	0.0001939861910000000000
Lighthouse Point City	Florida	2686	0.0002913228270000000000

Longwood City	Florida	2865	0.0006170916690000000000
Lynn Haven City	Florida	2649	0.0003920578160000000000
Madison County	Florida	2754	0.0006354033090000000000
Maitland City	Florida	2803	0.0004672824510000000000
Manatee County	Florida	2766	0.0228852340190000000000
Marco Island City	Florida	2704	0.0006209454130000000000
Margate City	Florida	2685	0.0014368335540000000000
Marion County	Florida	2760	0.0133218148660000000000
Martin County	Florida	2761	0.0078826510790000000000
Melbourne City	Florida	2662	0.0038310548760000000000
Miami Beach City	Florida	2772	0.0018140924770000000000
Miami City	Florida	2768	0.0029279345570000000000
Miami Gardens City	Florida	2774	0.0004068396410000000000
Miami Lakes Town	Florida	2791	0.0000783751390000000000
Miami Shores Village	Florida	2778	0.0000628760940000000000
Miami Springs City	Florida	2775	0.0000616949500000000000
Miami-Dade County	Florida	2763	0.0432717051920000000000
Milton City	Florida	2858	0.0004663146570000000000
Minneola City	Florida	2745	0.0001605804180000000000
Miramar City	Florida	2675	0.0027927964040000000000
Monroe County	Florida	2789	0.0038830119670000000000
Mount Dora City	Florida	2747	0.0004102122120000000000
Naples City	Florida	2701	0.0013441579440000000000
Nassau County	Florida	2800	0.0039377251830000000000
New Port Richey City	Florida	2832	0.0014987832530000000000
New Smyrna Beach City	Florida	2886	0.0010406603440000000000
Niceville City	Florida	2801	0.0002174463850000000000
North Lauderdale City	Florida	2687	0.0006606905080000000000
North Miami Beach City	Florida	2776	0.0003039179460000000000
North Miami City	Florida	2779	0.0003037843070000000000
North Palm Beach Village	Florida	2827	0.0004434916090000000000
North Port City	Florida	2861	0.0020961190360000000000
Oakland Park City	Florida	2676	0.0010043123320000000000
Ocala City	Florida	2758	0.0036899458150000000000
Ocoee City	Florida	2808	0.0006660008460000000000
Okaloosa County	Florida	2795	0.0063451241170000000000
Okeechobee County	Florida	2796	0.0035349531810000000000
Oldsmar City	Florida	2838	0.0003942198280000000000
Opa-Locka City	Florida	2780	0.0000784753690000000000
Orange City	Florida	2884	0.0003356241790000000000
Orange County	Florida	2806	0.0313074198040000000000

Orlando City	Florida	2813	0.0116024921000000000000
Ormond Beach City	Florida	2885	0.0011464382110000000000
Osceola County	Florida	2817	0.0083724911160000000000
Oviedo City	Florida	2871	0.0010313086960000000000
Palatka City	Florida	2860	0.0004695492310000000000
Palm Bay City	Florida	2667	0.0040481693420000000000
Palm Beach County	Florida	2809	0.0597840016450000000000
Palm Beach Gardens City	Florida	2824	0.0023367521630000000000
Palm Coast City	Florida	2715	0.0008485647090000000000
Palm Springs Village	Florida	2823	0.0003802098770000000000
Palmetto Bay Village	Florida	2782	0.0000740407670000000000
Palmetto City	Florida	2762	0.0005286975940000000000
Panama City	Florida	2654	0.0015515314660000000000
Panama City Beach City	Florida	2655	0.0008089730450000000000
Parkland City	Florida	2691	0.0004580428340000000000
Pasco County	Florida	2829	0.0442953683170000000000
Pembroke Pines City	Florida	2682	0.0046283317780000000000
Pensacola City	Florida	2712	0.0033063595540000000000
Pinecrest Village	Florida	2787	0.0000829657140000000000
Pinellas County	Florida	2835	0.0479353599920000000000
Pinellas Park City	Florida	2844	0.0025166644900000000000
Plant City	Florida	2724	0.0010421857540000000000
Plantation City	Florida	2684	0.0021391927610000000000
Polk County	Florida	2848	0.0160168811610000000000
Pompano Beach City	Florida	2677	0.0033547196480000000000
Port Orange City	Florida	2887	0.0017759701160000000000
Port St. Lucie City	Florida	2878	0.0039080426020000000000
Punta Gorda City	Florida	2698	0.0004712075540000000000
Putnam County	Florida	2856	0.0033793825940000000000
Riviera Beach City	Florida	2826	0.0016361743870000000000
Rockledge City	Florida	2663	0.0009660390820000000000
Royal Palm Beach Village	Florida	2834	0.0004929487790000000000
Safety Harbor City	Florida	2839	0.0003806156970000000000
Sanford City	Florida	2867	0.0016424387180000000000
Santa Rosa County	Florida	2857	0.0065463680350000000000
Sarasota City	Florida	2862	0.0048428037860000000000
Sarasota County	Florida	2855	0.0196880412450000000000
Satellite Beach City	Florida	2664	0.0003597503890000000000
Sebastian City	Florida	2732	0.0003831577450000000000
Sebring City	Florida	2725	0.0003817285690000000000
Seminole City	Florida	2847	0.0009524892430000000000

Seminole County	Florida	2863	0.0150869511380000000000
South Daytona City	Florida	2888	0.0004522141010000000000
South Miami City	Florida	2781	0.0000783304720000000000
St Johns County	Florida	2870	0.0066382167530000000000
St Lucie County	Florida	2872	0.0095628875030000000000
St. Augustine City	Florida	2874	0.0004651088190000000000
St. Cloud City	Florida	2804	0.0007383660400000000000
St. Petersburg City	Florida	2843	0.0145659241730000000000
Stuart City	Florida	2765	0.0008122301340000000000
Sumter County	Florida	2873	0.0032639863450000000000
Sunny Isles Beach City	Florida	2786	0.0000769377930000000000
Sunrise City	Florida	2696	0.0028607044810000000000
Suwannee County	Florida	2876	0.0019101493730000000000
Sweetwater City	Florida	2784	0.0000411597450000000000
Tallahassee City	Florida	2759	0.0042599725630000000000
Tamarac City	Florida	2694	0.0013449289110000000000
Tampa City	Florida	2728	0.0197567264620000000000
Tarpon Springs City	Florida	2846	0.0010197096960000000000
Tavares City	Florida	2749	0.0003182185980000000000
Taylor County	Florida	2881	0.0009218121760000000000
Temple Terrace City	Florida	2730	0.0010798104180000000000
Titusville City	Florida	2665	0.0024005584650000000000
Union County	Florida	2875	0.0006515551160000000000
Venice City	Florida	2859	0.0014234761830000000000
Vero Beach City	Florida	2734	0.0006064172480000000000
Volusia County	Florida	2880	0.0174468491890000000000
Wakulla County	Florida	2895	0.0011512946110000000000
Walton County	Florida	2891	0.0026855768320000000000
Washington County	Florida	2897	0.0012012445750000000000
Wellington Village	Florida	2825	0.0005018406800000000000
West Melbourne City	Florida	2670	0.0005199716520000000000
West Palm Beach City	Florida	2828	0.0054926622670000000000
West Park City	Florida	2679	0.0002955389940000000000
Weston City	Florida	2683	0.0013863735460000000000
Wilton Manors City	Florida	2680	0.0003163060700000000000
Winter Garden City	Florida	2818	0.0005626531760000000000
Winter Haven City	Florida	2853	0.0009703282430000000000
Winter Park City	Florida	2805	0.0010490296720000000000
Winter Springs City	Florida	2869	0.0006226215300000000000
Zephyrhills City	Florida	2833	0.0011267175510000000000
Acworth City	Georgia	2952	0.0010100660570000000000
Adel City	Georgia	2966	0.0005456494320000000000
Albany City	Georgia	2988	0.0031578430120000000000
Alma City	Georgia	2898	0.0007201086150000000000

Alpharetta City	Georgia	3008	0.0021103778630000000000
Americus City	Georgia	3115	0.0006517324440000000000
Appling County	Georgia	2901	0.0018919256470000000000
Arlington City	Georgia	2927	0.0000577551470000000000
Ashburn City	Georgia	13586	0.0002072942090000000000
Athens-Clarke County Unified Government	Georgia	2945	0.0138563303050000000000
Atkinson County	Georgia	2896	0.0009867207800000000000
Atlanta City	Georgia	2983	0.0299223206590000000000
Augusta-Richmond County Consolidated Government	Georgia	3102	0.0277610217130000000000
Bacon County	Georgia	2899	0.0013263132980000000000
Bainbridge City	Georgia	2971	0.0005698617900000000000
Baker County	Georgia	2902	0.0001389925400000000000
Baldwin County	Georgia	2900	0.0029400934020000000000
Banks County	Georgia	2903	0.0021082872410000000000
Barrow County	Georgia	2905	0.0075623155700000000000
Bartow County	Georgia	2914	0.0109452351120000000000
Ben Hill County	Georgia	2908	0.0008340314580000000000
Berrien County	Georgia	2911	0.0012257336420000000000
Blackshear City	Georgia	3096	0.0003491619270000000000
Blakely City	Georgia	2990	0.0001584413970000000000
Bleckley County	Georgia	2916	0.0014305618580000000000
Brantley County	Georgia	2912	0.0028754107770000000000
Braselton Town	Georgia	2906	0.0003714676240000000000
Brookhaven City	Georgia	2974	0.0009134504450000000000
Brooks County	Georgia	2917	0.0014559438860000000000
Brunswick City	Georgia	3019	0.0010200853390000000000
Bryan County	Georgia	2920	0.0022898836500000000000
Buford City	Georgia	3033	0.0000235865470000000000
Bulloch County	Georgia	2918	0.0040884751820000000000
Burke County	Georgia	2919	0.0018754132880000000000
Butts County	Georgia	2926	0.0031788609830000000000
Calhoun City	Georgia	3021	0.0017800854020000000000
Calhoun County	Georgia	2921	0.0003607835610000000000
Camden County	Georgia	2924	0.0033870096650000000000
Candler County	Georgia	2928	0.0009908825390000000000
Canton City	Georgia	2944	0.0013782745350000000000
Carroll County	Georgia	2930	0.0141085488140000000000
Carrollton City	Georgia	2932	0.0043950183390000000000
Cartersville City	Georgia	2909	0.0029914064770000000000
Catoosa County	Georgia	2931	0.0105483396120000000000
Chamblee City	Georgia	2978	0.0005370519790000000000

Charlton County	Georgia	2934	0.0010463138180000000000
Chatham County	Georgia	2935	0.0145440337080000000000
Chatsworth City	Georgia	13590	0.0012260568630000000000
Chattooga County	Georgia	2939	0.0033175131090000000000
Cherokee County	Georgia	2941	0.0211906838510000000000
Clarkston City	Georgia	2977	0.0001752534810000000000
Clay County	Georgia	2947	0.0002746371040000000000
Clayton County	Georgia	2942	0.0167288813770000000000
Clinch County	Georgia	2950	0.0006172068100000000000
Cobb County	Georgia	2953	0.0585808019670000000000
Coffee County	Georgia	2963	0.0041647559440000000000
College Park City	Georgia	2949	0.0018059963910000000000
Colquitt County	Georgia	2961	0.0025786123940000000000
Columbia County	Georgia	2960	0.0129057306330000000000
Columbus City	Georgia	3084	0.0182271402980000000000
Conyers City	Georgia	3105	0.0012022319120000000000
Cook County	Georgia	2962	0.0009734056740000000000
Cordele City	Georgia	2969	0.0005839895340000000000
Covington City	Georgia	3089	0.0019690843780000000000
Coweta County	Georgia	2964	0.0097672763050000000000
Crawford County	Georgia	2965	0.0012825695580000000000
Crisp County	Georgia	2968	0.0012966589050000000000
Cusseta-Chattahoochee County Unified Government	Georgia	2938	0.0006955386500000000000
Dade County	Georgia	2975	0.0017994654900000000000
Dallas City	Georgia	3091	0.0009167766430000000000
Dalton City	Georgia	3149	0.0036280925180000000000
Damascus City	Georgia	2995	0.0000050403010000000000
Dawson City	Georgia	3121	0.0001386962540000000000
Dawson County	Georgia	2973	0.0031927824150000000000
Dawsonville City	Georgia	13588	0.0000224409460000000000
Decatur City	Georgia	2979	0.0010403405310000000000
Decatur County	Georgia	2972	0.0016333710870000000000
Dekalb County	Georgia	2976	0.0405796029790000000000
Demorest City	Georgia	3034	0.0002335398800000000000
Dodge County	Georgia	2987	0.0032283986340000000000
Dooly County	Georgia	2985	0.0007589702260000000000
Doraville City	Georgia	2982	0.0006194842580000000000
Dougherty County	Georgia	2984	0.0045191467180000000000
Douglas City	Georgia	2956	0.0023643666380000000000
Douglas County	Georgia	2986	0.0124112194850000000000
Douglasville City	Georgia	2992	0.0023132891020000000000
Dublin City	Georgia	3062	0.0015986838430000000000

Duluth City	Georgia	3026	0.0011744005090000000000
Dunwoody City	Georgia	2981	0.0008236454000000000000
Early County	Georgia	2989	0.0004334676280000000000
East Point City	Georgia	3009	0.0023084339080000000000
Echols County	Georgia	2991	0.0002621873590000000000
Effingham County	Georgia	2993	0.0043702930680000000000
Elbert County	Georgia	2997	0.0026551172330000000000
Emanuel County	Georgia	3002	0.0022784975550000000000
Evans County	Georgia	2996	0.0011569597490000000000
Fairburn City	Georgia	3010	0.0005425524690000000000
Fannin County	Georgia	3000	0.0056518052800000000000
Fayette County	Georgia	2998	0.0065270124750000000000
Fayetteville City	Georgia	2999	0.0012012037940000000000
Fitzgerald City	Georgia	2915	0.0005690938530000000000
Floyd County	Georgia	3001	0.0098873500920000000000
Forest Park City	Georgia	2948	0.0014552005920000000000
Forsyth County	Georgia	3005	0.0171106645700000000000
Franklin County	Georgia	3011	0.0055502966500000000000
Fulton County	Georgia	3007	0.0327923301200000000000
Gainesville City	Georgia	3038	0.0036404373880000000000
Georgetown-Quitman County Unified Government	Georgia	3100	0.0001765956510000000000
Gilmer County	Georgia	3013	0.0042390211580000000000
Glascock County	Georgia	3015	0.0002836626530000000000
Glynn County	Georgia	3018	0.0079688097060000000000
Gordon County	Georgia	3016	0.0041752795430000000000
Grady County	Georgia	3020	0.0017164979470000000000
Greene County	Georgia	3022	0.0017373858270000000000
Griffin City	Georgia	3109	0.0022874801230000000000
Grovetown City	Georgia	2970	0.0006326228540000000000
Gwinnett County	Georgia	3024	0.0489127327750000000000
Habersham County	Georgia	3035	0.0046351246520000000000
Hall County	Georgia	3037	0.0157729370950000000000
Hancock County	Georgia	3036	0.0005368009670000000000
Haralson County	Georgia	3039	0.0109349126670000000000
Harris County	Georgia	3043	0.0020375407820000000000
Hart County	Georgia	3041	0.0029353980990000000000
Heard County	Georgia	3044	0.0012320582320000000000
Helen City	Georgia	13597	0.0004785523920000000000
Henry County	Georgia	3042	0.0197152085830000000000
Hinesville City	Georgia	3065	0.0025723640250000000000
Holly Springs City	Georgia	2940	0.0008231084170000000000
Houston County	Georgia	3046	0.0083780764370000000000

Irwin County	Georgia	3050	0.0006105538410000000000
Jackson City	Georgia	13595	0.0005681591480000000000
Jackson County	Georgia	3055	0.0092012203860000000000
Jasper County	Georgia	3056	0.0011522455340000000000
Jeff Davis County	Georgia	3048	0.0036597916860000000000
Jefferson City	Georgia	3051	0.0008817839430000000000
Jefferson County	Georgia	3052	0.0015175593490000000000
Jenkins County	Georgia	3054	0.0008087405500000000000
Johns Creek City	Georgia	3017	0.0018776970400000000000
Johnson County	Georgia	3058	0.0008765843230000000000
Jones County	Georgia	3053	0.0027735216170000000000
Kennesaw City	Georgia	2951	0.0014461916630000000000
Kingsland City	Georgia	2929	0.0013131981990000000000
Lagrange City	Georgia	3134	0.0020696227720000000000
Lakeland City	Georgia	3061	0.0001552321090000000000
Lamar County	Georgia	3057	0.0020830152450000000000
Lanier County	Georgia	3059	0.0005746132560000000000
Laurens County	Georgia	3060	0.0052498345210000000000
Lawrenceville City	Georgia	3025	0.0016471733170000000000
Lee County	Georgia	3063	0.0021628508660000000000
Liberty County	Georgia	3072	0.0029316420860000000000
Lilburn City	Georgia	3030	0.0005383557520000000000
Lincoln County	Georgia	3064	0.0010004874790000000000
Loganville City	Georgia	3032	0.0014686813210000000000
Long County	Georgia	3070	0.0012167665480000000000
Lowndes County	Georgia	3066	0.0062538298660000000000
Lumpkin County	Georgia	3067	0.0031395558020000000000
Macon County	Georgia	3071	0.0011108577550000000000
Macon-Bibb County Unified Government	Georgia	2910	0.0202652146230000000000
Madison County	Georgia	3069	0.0051144340910000000000
Marietta City	Georgia	2954	0.0073540069960000000000
Marion County	Georgia	3073	0.0006152187710000000000
Mcdonough City	Georgia	3040	0.0008036440860000000000
Mcduffie County	Georgia	3074	0.0022164098690000000000
Mcintosh County	Georgia	3075	0.0016787590140000000000
Meriwether County	Georgia	3076	0.0020158345340000000000
Milledgeville City	Georgia	2904	0.0013438428870000000000
Miller County	Georgia	3078	0.0005623893070000000000
Milton City	Georgia	3014	0.0007656306440000000000
Mitchell County	Georgia	3079	0.0018428642320000000000
Monroe City	Georgia	3138	0.0016160586980000000000
Monroe County	Georgia	3080	0.0024638688900000000000
Montgomery County	Georgia	3082	0.0006854408550000000000

Morgan County	Georgia	3083	0.0018079328520000000000
Moultrie City	Georgia	2958	0.0011502729680000000000
Murray County	Georgia	3087	0.0056368087360000000000
Nashville City	Georgia	2913	0.0002880427580000000000
Newnan City	Georgia	2967	0.0020379734620000000000
Newton County	Georgia	3086	0.0062066997540000000000
Norcross City	Georgia	3031	0.0007620362420000000000
Oconee County	Georgia	3085	0.0027210004750000000000
Oglethorpe County	Georgia	3090	0.0014616587110000000000
Paulding County	Georgia	3088	0.0174952111880000000000
Peach County	Georgia	3093	0.0023196566730000000000
Peachtree City	Georgia	3003	0.0022198334920000000000
Peachtree Corners City	Georgia	3023	0.0020994009520000000000
Perry City	Georgia	3047	0.0009545809080000000000
Pickens County	Georgia	3094	0.0039053623840000000000
Pierce County	Georgia	3092	0.0020120682050000000000
Pike County	Georgia	3097	0.0010722706530000000000
Polk County	Georgia	3101	0.0071309414290000000000
Pooler City	Georgia	2936	0.0005163033600000000000
Powder Springs City	Georgia	2957	0.0006334309060000000000
Pulaski County	Georgia	3098	0.0016715656250000000000
Putnam County	Georgia	3099	0.0020612087070000000000
Rabun County	Georgia	3103	0.0031701300000000000000
Randolph County	Georgia	3104	0.0003822451000000000000
Richmond Hill City	Georgia	2923	0.0007163824020000000000
Rincon Town	Georgia	13725	0.0002754881390000000000
Ringgold City	Georgia	13594	0.0005857288530000000000
Riverdale City	Georgia	2946	0.0006844608760000000000
Rockdale County	Georgia	3108	0.0079476960300000000000
Rome City	Georgia	3004	0.0037193835780000000000
Roswell City	Georgia	2959	0.0021746421340000000000
Sandy Springs City	Georgia	3012	0.0025901434800000000000
Savannah City	Georgia	2937	0.0112466852430000000000
Schley County	Georgia	3112	0.0002383566780000000000
Screven County	Georgia	3110	0.0011320539550000000000
Seminole County	Georgia	3106	0.0008048177690000000000
Smyrna City	Georgia	2955	0.0026619088880000000000
Snellville City	Georgia	3029	0.0007586888400000000000
South Fulton City	Georgia	13721	0.0025614123000000000000
Spalding County	Georgia	3107	0.0059006460140000000000
Springfield City	Georgia	2994	0.0001248023290000000000
St. Marys City	Georgia	2925	0.0009628035620000000000
Statesboro City	Georgia	2922	0.0018446906600000000000
Stephens County	Georgia	3111	0.0075205552840000000000

Stewart County	Georgia	3114	0.0004197427640000000000
Stockbridge City	Georgia	3045	0.0003026988880000000000
Stonecrest City	Georgia	13727	0.0009043888000000000000
Sugar Hill City	Georgia	3028	0.0001060583690000000000
Sumter County	Georgia	3113	0.0013144263250000000000
Suwanee City	Georgia	3027	0.0007005623320000000000
Talbot County	Georgia	3117	0.0004103573160000000000
Taliaferro County	Georgia	3118	0.0000686374990000000000
Tattnall County	Georgia	3119	0.0029307681280000000000
Taylor County	Georgia	3116	0.0008194355020000000000
Telfair County	Georgia	3122	0.0018553787350000000000
Terrell County	Georgia	3120	0.0003347109620000000000
Thomas County	Georgia	3123	0.0020779119040000000000
Thomasville City	Georgia	3124	0.0012819735470000000000
Tift County	Georgia	3125	0.0020882882200000000000
Tifton City	Georgia	3126	0.0014165023110000000000
Toombs County	Georgia	3131	0.0024231040560000000000
Towns County	Georgia	3127	0.0024544083680000000000
Treutlen County	Georgia	3128	0.0005714475220000000000
Troup County	Georgia	3133	0.0043340957390000000000
Tucker City	Georgia	2980	0.0006152256480000000000
Turner County	Georgia	3130	0.0004906577110000000000
Twiggs County	Georgia	3129	0.0006404162650000000000
Union City	Georgia	3006	0.0015315380900000000000
Union County	Georgia	3132	0.0029497590890000000000
Upson County	Georgia	3135	0.0033555666670000000000
Valdosta City	Georgia	3068	0.0025982469320000000000
Vidalia City	Georgia	3081	0.0012525300500000000000
Villa Rica City	Georgia	2933	0.0013971136280000000000
Walker County	Georgia	3136	0.0084536053090000000000
Walton County	Georgia	3137	0.0081943819560000000000
Ware County	Georgia	3140	0.0051700785590000000000
Warner Robins City	Georgia	3049	0.0039698455740000000000
Warren County	Georgia	3139	0.0004478280450000000000
Warwick City	Georgia	3150	0.0001032983810000000000
Washington County	Georgia	3142	0.0019599889130000000000
Waycross City	Georgia	3095	0.0013582743670000000000
Wayne County	Georgia	3141	0.0066093479020000000000
Webster County Unified Government	Georgia	3143	0.0001436563230000000000
Wheeler County	Georgia	3144	0.0006753006520000000000
White County	Georgia	3148	0.0038733869880000000000
Whitfield County	Georgia	3145	0.0076442888060000000000
Wilcox County	Georgia	3146	0.0008286965900000000000

Wilkes County	Georgia	3151	0.0009763060680000000000
Wilkinson County	Georgia	3153	0.0008472972790000000000
Winder City	Georgia	2907	0.0020077207660000000000
Woodbury City	Georgia	3077	0.0000852363940000000000
Woodstock City	Georgia	2943	0.0019429567630000000000
Worth County	Georgia	3147	0.0014918323210000000000
Ada County	Idaho	3302	0.1327762783330000000000
Adams County	Idaho	3305	0.0014468319020000000000
Ammon City	Idaho	3318	0.0008129160240000000000
Bannock County	Idaho	3309	0.0305955898320000000000
Bear Lake County	Idaho	3311	0.0060827120410000000000
Benewah County	Idaho	3313	0.0065268298090000000000
Bingham County	Idaho	3312	0.0164212708120000000000
Blackfoot City	Idaho	3314	0.0062838574010000000000
Blaine County	Idaho	3317	0.0091377175510000000000
Boise City	Idaho	3301	0.1275864091100000000000
Boise County	Idaho	3315	0.0033096446520000000000
Bonner County	Idaho	3319	0.0259873617860000000000
Bonneville County	Idaho	3316	0.0377612538750000000000
Boundary County	Idaho	3320	0.0087882844470000000000
Burley City	Idaho	3329	0.0044859753630000000000
Butte County	Idaho	3322	0.0018397455180000000000
Caldwell City	Idaho	3323	0.0119585532490000000000
Camas County	Idaho	3327	0.0004220734430000000000
Canyon County	Idaho	3324	0.0501201136880000000000
Caribou County	Idaho	3330	0.0043961838320000000000
Cassia County	Idaho	3325	0.0072702358660000000000
Chubbuck City	Idaho	3307	0.0048419354470000000000
Clark County	Idaho	3326	0.0004209244250000000000
Clearwater County	Idaho	3332	0.0048904183900000000000
Coeur D'Alene City	Idaho	3346	0.0275937782370000000000
Custer County	Idaho	3331	0.0021332438780000000000
Eagle City	Idaho	3304	0.0017118766610000000000
Elmore County	Idaho	3336	0.0088995121650000000000
Franklin County	Idaho	3333	0.0057536249580000000000
Fremont County	Idaho	3335	0.0057160716960000000000
Garden City	Idaho	3306	0.0055827828380000000000
Gem County	Idaho	3334	0.0137840257250000000000
Gooding County	Idaho	3338	0.0069664720130000000000
Hayden City	Idaho	3343	0.0000471321460000000000
Idaho County	Idaho	3340	0.0084743055470000000000
Idaho Falls City	Idaho	3321	0.0388750275780000000000
Jefferson County	Idaho	3341	0.0098426707490000000000
Jerome City	Idaho	3345	0.0041690174240000000000

Jerome County	Idaho	3342	0.0062234442910000000000
Kootenai County	Idaho	3351	0.0563947985650000000000
Kuna City	Idaho	3299	0.0018494617240000000000
Latah County	Idaho	3353	0.0129438611660000000000
Lemhi County	Idaho	3349	0.0048808142840000000000
Lewis County	Idaho	3357	0.0028825435550000000000
Lewiston City	Idaho	3358	0.0201765493750000000000
Lincoln County	Idaho	3347	0.0019301844220000000000
Madison County	Idaho	3352	0.0127484048450000000000
Meridian City	Idaho	3303	0.0240456507540000000000
Minidoka County	Idaho	3354	0.0091406209220000000000
Moscow City	Idaho	3344	0.0065905526500000000000
Mountain Home City	Idaho	3339	0.0057066945910000000000
Nampa City	Idaho	3328	0.0332746479540000000000
Nez Perce County	Idaho	3350	0.0127658334820000000000
Oneida County	Idaho	3364	0.0023716566470000000000
Owyhee County	Idaho	3355	0.0055542984090000000000
Payette County	Idaho	3359	0.0127507281020000000000
Pocatello City	Idaho	3310	0.0294948981160000000000
Post Falls City	Idaho	3348	0.0067813288260000000000
Power County	Idaho	3360	0.0035051710350000000000
Preston City	Idaho	3337	0.0014962200470000000000
Rexburg City	Idaho	3356	0.0013362319410000000000
Shoshone County	Idaho	3361	0.0128410913400000000000
Star City	Idaho	3308	0.0000013227720000000000
Teton County	Idaho	3362	0.0042581952110000000000
Twin Falls City	Idaho	3366	0.0182457652220000000000
Twin Falls County	Idaho	3363	0.0331043018730000000000
Valley County	Idaho	3367	0.0080747108140000000000
Washington County	Idaho	3365	0.0049173586520000000000
Adams County	Illinois	3370	
Addison Village	Illinois	3545	
Alexander County	Illinois	3369	
Algonquin Village	Illinois	3619	
Anna City	Illinois	3802	
Arlington Heights Village	Illinois	3405	
Aurora City	Illinois	3564	
Bartlett Village	Illinois	3518	
Bedford Park Village	Illinois	3403	
Belleville City	Illinois	3780	
Bellwood Village	Illinois	3409	
Bensenville Village	Illinois	3509	
Benton City	Illinois	3575	

Berkeley Village	Illinois	3408
Berwyn City	Illinois	3407
Bloomington City	Illinois	3728
Bolingbrook Village	Illinois	3829
Bond County	Illinois	3372
Boone County	Illinois	3379
Bridgeview Village	Illinois	3411
Broadview Village	Illinois	3410
Brown County	Illinois	3373
Buffalo Grove Village	Illinois	3527
Burbank City	Illinois	3480
Bureau County	Illinois	3378
Calhoun County	Illinois	3377
Calumet City	Illinois	3415
Carbondale City	Illinois	3600
Carol Stream Village	Illinois	3554
Carpentersville Village	Illinois	3606
Carroll County	Illinois	3380
Cass County	Illinois	3382
Champaign City	Illinois	3384
Champaign County	Illinois	3385
Chicago City	Illinois	3511
Chicago Heights City	Illinois	3413
Chicago Ridge Village	Illinois	3414
Christian County	Illinois	3388
Cicero Town	Illinois	13120
Clark County	Illinois	3394
Clay County	Illinois	3399
Clinton County	Illinois	3395
Coles County	Illinois	3398
Cook County	Illinois	3400
Countryside City	Illinois	3475
Crawford County	Illinois	3528
Crystal Lake City	Illinois	3720
Cumberland County	Illinois	3532
Danville City	Illinois	3803
De Witt County	Illinois	3531
Decatur City	Illinois	3684
Dekalb City	Illinois	3535
Dekalb County	Illinois	3537
Des Plaines City	Illinois	3417
Dolton Village	Illinois	3419
Douglas County	Illinois	3538
Downers Grove Village	Illinois	3544

Dupage County	Illinois	3541
Edgar County	Illinois	3568
Edwards County	Illinois	3569
Effingham County	Illinois	3570
Elgin City	Illinois	3517
Elk Grove Village Village	Illinois	3508
Elmhurst City	Illinois	3513
Evanston City	Illinois	3420
Evergreen Park Village	Illinois	3424
Fayette County	Illinois	3574
Ford County	Illinois	3576
Forest Park Village	Illinois	3421
Franklin County	Illinois	3580
Franklin Park Village	Illinois	3422
Fulton County	Illinois	3582
Galesburg City	Illinois	3636
Gallatin County	Illinois	3587
Glendale Heights Village	Illinois	3555
Glenview Village	Illinois	3426
Granite City	Illinois	3690
Greene County	Illinois	3588
Grundy County	Illinois	3584
Gurnee Village	Illinois	3638
Hamilton County	Illinois	3583
Hancock County	Illinois	3591
Hanover Park Village	Illinois	3510
Hardin County	Illinois	3590
Harrisburg City	Illinois	3767
Harvey City	Illinois	3423
Harwood Heights Village	Illinois	3427
Henderson County	Illinois	3594
Henry County	Illinois	3595
Herrin City	Illinois	3838
Hillside Village	Illinois	3429
Hodgkins Village	Illinois	3434
Hoffman Estates Village	Illinois	3521
Iroquois County	Illinois	3593
Jackson County	Illinois	3597
Jasper County	Illinois	3599
Jefferson County	Illinois	3601

Jersey County	Illinois	3604
Jo Daviess County	Illinois	3605
Johnson County	Illinois	3602
Joliet City	Illinois	3635
Kane County	Illinois	3603
Kankakee City	Illinois	3625
Kankakee County	Illinois	3618
Kendall County	Illinois	3628
Knox County	Illinois	3631
La Grange Park Village	Illinois	3435
Lake County	Illinois	3637
Lasalle County	Illinois	3673
Lawrence County	Illinois	3675
Lee County	Illinois	3678
Livingston County	Illinois	3680
Logan County	Illinois	3682
Lombard Village	Illinois	3547
Lyons Township	Illinois	3488
Lyons Village	Illinois	3440
Macon County	Illinois	3689
Macoupin County	Illinois	3685
Madison County	Illinois	3691
Marion City	Illinois	3837
Marion County	Illinois	3706
Marshall County	Illinois	3713
Mason County	Illinois	3715
Massac County	Illinois	3710
Maywood Village	Illinois	3437
Mccook Village	Illinois	3439
Mcdonough County	Illinois	3711
Mchenry County	Illinois	3716
Mclean County	Illinois	3729
Melrose Park Village	Illinois	3438
Menard County	Illinois	3735
Mercer County	Illinois	3738
Merrionette Park Village	Illinois	3446
Metropolis City	Illinois	3712
Moline City	Illinois	3760
Monroe County	Illinois	3733
Montgomery County	Illinois	3741
Morgan County	Illinois	3740
Moultrie County	Illinois	3739
Mount Prospect Village	Illinois	3445

Allocations in Illinois will be made in accordance with the Illinois Opioid Allocation Agreement.

Mundelein Village	Illinois	3645
Naperville City	Illinois	3567
Normal Town	Illinois	3732
North Riverside Village	Illinois	3450
Northbrook Village	Illinois	3447
Northlake City	Illinois	3449
Oak Lawn Village	Illinois	3456
Oak Park Village	Illinois	3454
Ogle County	Illinois	3744
Orland Park Village	Illinois	3529
Oswego Village	Illinois	3630
Palatine Village	Illinois	3453
Palos Heights City	Illinois	3476
Palos Hills City	Illinois	3479
Park Ridge City	Illinois	3458
Pekin City	Illinois	3746
Peoria City	Illinois	3745
Peoria County	Illinois	3743
Perry County	Illinois	3750
Piatt County	Illinois	3753
Pike County	Illinois	3754
Plainfield Village	Illinois	3839
Pope County	Illinois	3751
Posen Village	Illinois	3452
Princeton City	Illinois	3376
Pulaski County	Illinois	3755
Putnam County	Illinois	3756
Quincy City	Illinois	3368
Randolph County	Illinois	3757
Richland County	Illinois	3759
River Forest Village	Illinois	3459
River Grove Village	Illinois	3460
Riverside Village	Illinois	3463
Rock Island City	Illinois	3763
Rock Island County	Illinois	3758
Rockford City	Illinois	3852
Romeoville Village	Illinois	3821
Saline County	Illinois	3772
Sangamon County	Illinois	3774
Schaumburg Village	Illinois	3507
Schiller Park Village	Illinois	3465
Schuyler County	Illinois	3770
Scott County	Illinois	3775
Sesser City	Illinois	3577

Shelby County	Illinois	3779	
Skokie Village	Illinois	3461	
Springfield City	Illinois	3769	
St Clair County	Illinois	3777	
St. Charles City	Illinois	3566	
Stark County	Illinois	3788	
Stephenson County	Illinois	3793	
Stone Park Village	Illinois	3466	
Streamwood Village	Illinois	3472	
Streator City	Illinois	3677	
Summit Village	Illinois	3471	
Tazewell County	Illinois	3790	
Tinley Park Village	Illinois	3524	
Union County	Illinois	3804	
Urbana City	Illinois	3386	
Vermilion County	Illinois	3805	
Wabash County	Illinois	3810	
Warren County	Illinois	3806	
Washington County	Illinois	3809	
Waukegan City	Illinois	3651	
Wayne County	Illinois	3812	
West Frankfort City	Illinois	3579	
Wheaton City	Illinois	3549	
Wheeling Village	Illinois	3520	
White County	Illinois	3811	
Whiteside County	Illinois	3816	
Will County	Illinois	3813	
Williamson County	Illinois	3841	
Winnebago County	Illinois	3842	
Woodford County	Illinois	3846	
Woodridge Village	Illinois	3519	
Adams County	Indiana	3849	0.0030930669430000000000
Advance Town	Indiana	3887	0.0000056978630000000000
Akron Town	Indiana	4015	0.0000032852540000000000
Alamo Town	Indiana	4253	0.0000057491950000000000
Albany Town	Indiana	3975	0.0002569684860000000000
Albion Town	Indiana	4280	0.0002166214570000000000
Alexandria City	Indiana	4214	0.0010624204480000000000
Alfordsville Town	Indiana	3933	0.0000015399630000000000
Allen County	Indiana	3857	0.0155291918460000000000
Alton Town	Indiana	3932	0.0000030799300000000000
Altona Town	Indiana	3945	0.0001247370000000000000
Ambia Town	Indiana	3875	0.0000065191770000000000
Amboy Town	Indiana	4239	0.0000048252170000000000

Amo Town	Indiana	4076	0.0000057491950000000000
Anderson City	Indiana	4213	0.0138289187390000000000
Andrews Town	Indiana	4113	0.0000605205440000000000
Angola City	Indiana	4386	0.0009475392110000000000
Arcadia Town	Indiana	4045	0.0000631384810000000000
Argos Town	Indiana	4231	0.0001679072950000000000
Ashley Town	Indiana	3944	0.0000623685000000000000
Atlanta Town	Indiana	4052	0.0000116523860000000000
Attica City	Indiana	3999	0.0002075870070000000000
Auburn City	Indiana	3947	0.0014726152490000000000
Aurora City	Indiana	3953	0.0000943997300000000000
Austin City	Indiana	4358	0.0002322777470000000000
Avilla Town	Indiana	4279	0.0001995792000000000000
Avon Town	Indiana	4086	0.0001641087200000000000
Bainbridge Town	Indiana	4337	0.0000147836440000000000
Bargersville Town	Indiana	4139	0.0001210410890000000000
Bartholomew County	Indiana	3869	0.0118392352580000000000
Batesville City	Indiana	4010	0.0015470467920000000000
Battle Ground Town	Indiana	4408	0.0001362867220000000000
Bedford City	Indiana	4211	0.0032698033590000000000
Beech Grove City	Indiana	4226	0.0005447362320000000000
Benton County	Indiana	3872	0.0007443154320000000000
Berne City	Indiana	3854	0.0000280786580000000000
Bethany Town	Indiana	4263	0.0000272060100000000000
Beverly Shores Town	Indiana	4309	0.0001544582850000000000
Bicknell City	Indiana	4150	0.0000132950140000000000
Birdseye Town	Indiana	3980	0.0000294646250000000000
Blackford County	Indiana	3883	0.0027153653600000000000
Bloomfield Town	Indiana	4044	0.0000428623020000000000
Bloomingdale Town	Indiana	4297	0.0000260253740000000000
Bloomington City	Indiana	4252	0.0083902315430000000000
Blountsville Town	Indiana	4087	0.0000025666050000000000
Bluffton City	Indiana	4472	0.0010029778780000000000
Boone County	Indiana	3886	0.0067627986840000000000
Boonville City	Indiana	4446	0.0010078544270000000000
Borden Town	Indiana	3914	0.0000175042460000000000
Boston Town	Indiana	4465	0.0000056978630000000000
Boswell Town	Indiana	3876	0.0000210974930000000000
Bourbon Town	Indiana	4234	0.0001730405050000000000
Brazil City	Indiana	3915	0.0006268162580000000000
Bremen Town	Indiana	4233	0.0005293879350000000000
Bristol Town	Indiana	3982	0.0001584621890000000000
Brook Town	Indiana	4270	0.0000373697680000000000
Brooklyn Town	Indiana	4262	0.0000657050860000000000

Brooksburg Town	Indiana	4131	0.0000095477700000000000
Brookston Town	Indiana	4488	0.0001166778600000000000
Brookville Town	Indiana	4003	0.0005389357050000000000
Brown County	Indiana	3895	0.0018791654710000000000
Brownsburg Town	Indiana	4077	0.0011259182540000000000
Brownstown Town	Indiana	4115	0.0000336225250000000000
Bruceville Town	Indiana	4151	0.0000024126090000000000
Bryant Town	Indiana	4125	0.0000037472430000000000
Bunker Hill Town	Indiana	4245	0.0000109850690000000000
Burket Town	Indiana	4157	0.0000111390650000000000
Burlington Town	Indiana	3901	0.0000638057990000000000
Burnettsville Town	Indiana	4490	0.0000046198890000000000
Burns Harbor Town	Indiana	4323	0.0003979777620000000000
Butler City	Indiana	3948	0.0002391562480000000000
Cadiz Town	Indiana	4092	0.0000028232650000000000
Cambridge City Town	Indiana	4466	0.0002415175250000000000
Camden Town	Indiana	3893	0.0000642164560000000000
Campbellsburg Town	Indiana	4458	0.0000818746980000000000
Cannelburg Town	Indiana	3935	0.0000022586120000000000
Cannelton City	Indiana	4302	0.0000183255590000000000
Carbon Town	Indiana	3917	0.0000268466880000000000
Carlisle Town	Indiana	4394	0.0000176582420000000000
Carmel City	Indiana	4049	0.0036762509170000000000
Carroll County	Indiana	3896	0.0016297941360000000000
Carthage Town	Indiana	4357	0.0000131410170000000000
Cass County	Indiana	3900	0.0033896124780000000000
Cayuga Town	Indiana	4422	0.0000784867790000000000
Cedar Grove Town	Indiana	4009	0.0000040552360000000000
Cedar Lake Town	Indiana	4203	0.0005116783600000000000
Center Point Town	Indiana	3920	0.0000163749400000000000
Centerville Town	Indiana	4464	0.0003507522310000000000
Chalmers Town	Indiana	4485	0.0000068271690000000000
Chandler Town	Indiana	4451	0.0003475183090000000000
Charlestown City	Indiana	3910	0.0001460398210000000000
Chesterfield Town	Indiana	3974	0.0003790362170000000000
Chesterton Town	Indiana	4311	0.0021600033840000000000
Chrisney Town	Indiana	4366	0.0000323392220000000000
Churubusco Town	Indiana	4495	0.0000056465300000000000
Cicero Town	Indiana	4055	0.0001732971650000000000
Clark County	Indiana	3908	0.0193760706590000000000
Clarks Hill Town	Indiana	4406	0.0000406036900000000000
Clarksville Town	Indiana	3907	0.0010717628900000000000
Clay City Town	Indiana	3918	0.0000576972790000000000
Clay County	Indiana	3912	0.0029545216080000000000

Claypool Town	Indiana	4161	0.0000246907400000000000
Clayton Town	Indiana	4082	0.0000069811650000000000
Clear Lake Town	Indiana	4390	0.0000197628580000000000
Clifford Town	Indiana	3866	0.0000023099440000000000
Clinton City	Indiana	4430	0.0003365845720000000000
Clinton County	Indiana	3922	0.0027442140000000000000
Cloverdale Town	Indiana	4331	0.0000502027930000000000
Coatesville Town	Indiana	4079	0.0000074944860000000000
Colfax Town	Indiana	3921	0.0000461475570000000000
Columbia City	Indiana	4497	0.0008864026810000000000
Columbus City	Indiana	3861	0.0007642836180000000000
Connersville City	Indiana	3994	0.0046361611640000000000
Converse Town	Indiana	4040	0.0000457369000000000000
Corunna Town	Indiana	3946	0.0000163749400000000000
Corydon Town	Indiana	4061	0.0000698116540000000000
Country Club Heights Town	Indiana	4222	0.0000122170400000000000
Covington City	Indiana	4001	0.0002571224830000000000
Crandall Town	Indiana	4064	0.0000001539960000000000
Crane Town	Indiana	4244	0.0000156562900000000000
Crawford County	Indiana	3930	0.0013389464640000000000
Crawfordsville City	Indiana	4251	0.0027384134730000000000
Cromwell Town	Indiana	4282	0.0000345465020000000000
Crothersville Town	Indiana	4118	0.0000182228950000000000
Crown Point City	Indiana	4190	0.0012461893620000000000
Culver Town	Indiana	4236	0.0002898210300000000000
Cumberland Town	Indiana	14145	0.0001482471010000000000
Cynthiana Town	Indiana	4328	0.0000327498790000000000
Dale Town	Indiana	4369	0.0000597505630000000000
Daleville Town	Indiana	3971	0.0001997845280000000000
Dana Town	Indiana	4432	0.0000505107850000000000
Danville Town	Indiana	4078	0.0000394743840000000000
Darlington Town	Indiana	4257	0.0000747908680000000000
Darmstadt Town	Indiana	4425	0.0001094913670000000000
Daviess County	Indiana	3942	0.0037589982600000000000
Dayton Town	Indiana	4410	0.0001147272410000000000
De Kalb County	Indiana	3943	0.0027734732960000000000
De Motte Town	Indiana	4121	0.0000709409600000000000
Dearborn County	Indiana	3956	0.0095772349940000000000
Decatur City	Indiana	3856	0.0000909091470000000000
Decatur County	Indiana	3961	0.0035332396900000000000
Decker Town	Indiana	4148	0.0000012319700000000000
Delaware County	Indiana	3970	0.0120357345330000000000
Delphi City	Indiana	3897	0.0001772497370000000000

Denver Town	Indiana	4240	0.0000600585600000000000
Dillsboro Town	Indiana	3954	0.0000600072230000000000
Dublin Town	Indiana	4469	0.0000515887590000000000
Dubois County	Indiana	3976	0.0027289683660000000000
Dugger Town	Indiana	4393	0.0000234074370000000000
Dune Acres Town	Indiana	4313	0.0000469175380000000000
Dunkirk City	Indiana	3884	0.0000798727460000000000
Dunreith Town	Indiana	4089	0.0000033879190000000000
Dupont Town	Indiana	4136	0.0000397823770000000000
Dyer Town	Indiana	4187	0.0005331865100000000000
Earl Park Town	Indiana	3882	0.0000091884460000000000
East Chicago City	Indiana	4185	0.0046210181950000000000
East Germantown Town	Indiana	4463	0.0000158616190000000000
Eaton Town	Indiana	3969	0.0001664186640000000000
Economy Town	Indiana	4467	0.0000076484830000000000
Edgewood Town	Indiana	4216	0.0002436734730000000000
Edinburgh Town	Indiana	3873	0.0001989632150000000000
Edwardsport Town	Indiana	4147	0.0000014886310000000000
Elberfeld Town	Indiana	4449	0.0000315692410000000000
Elizabeth Town	Indiana	4074	0.0000001539960000000000
Elizabethtown Town	Indiana	3864	0.0000051332100000000000
Elkhart City	Indiana	3986	0.0054258028390000000000
Elkhart County	Indiana	3983	0.0116626528390000000000
Ellettsville Town	Indiana	4249	0.0006777890320000000000
Elnora Town	Indiana	3940	0.0000135516740000000000
Elwood City	Indiana	4224	0.0021127778530000000000
English Town	Indiana	3931	0.0000037472430000000000
Etna Green Town	Indiana	4158	0.0000337251890000000000
Evansville City	Indiana	4423	0.0193211966460000000000
Fairland Town	Indiana	4365	0.0000051332100000000000
Fairmount Town	Indiana	4027	0.0001044094890000000000
Fairview Park Town	Indiana	4431	0.0000933730880000000000
Farmersburg Town	Indiana	4396	0.0000397310440000000000
Farmland Town	Indiana	4342	0.0001820749540000000000
Fayette County	Indiana	3990	0.0029451278340000000000
Ferdinand Town	Indiana	3978	0.0001894154440000000000
Fillmore Town	Indiana	4338	0.0000104204160000000000
Fishers City	Indiana	4048	0.0015218427320000000000
Flora Town	Indiana	3898	0.0001759664350000000000
Floyd County	Indiana	3989	0.0157609562720000000000
Fort Branch Town	Indiana	4019	0.0000732509050000000000
Fort Wayne City	Indiana	3859	0.0273400404540000000000
Fortville Town	Indiana	4058	0.0001527129940000000000

Fountain City Town	Indiana	4470	0.000045993560000000000
Fountain County	Indiana	3996	0.001640779205000000000
Fowler Town	Indiana	3877	0.000093886409000000000
Fowlerton Town	Indiana	4033	0.000022688788000000000
Francesville Town	Indiana	4327	0.000011498390000000000
Francisco Town	Indiana	4020	0.000027668001000000000
Frankfort City	Indiana	3926	0.001520302769000000000
Franklin City	Indiana	4145	0.001074072834000000000
Franklin County	Indiana	4006	0.002946818417000000000
Frankton Town	Indiana	4212	0.000115548554000000000
Fremont Town	Indiana	4392	0.000201427156000000000
French Lick Town	Indiana	4289	0.000211642243000000000
Fulton County	Indiana	4008	0.002359941908000000000
Fulton Town	Indiana	4013	0.000002925930000000000
Galveston Town	Indiana	3902	0.000012730360000000000
Garrett City	Indiana	3949	0.000387249353000000000
Gary City	Indiana	4194	0.007295266544000000000
Gas City	Indiana	4030	0.000544736232000000000
Gaston Town	Indiana	3967	0.000083209332000000000
Geneva Town	Indiana	3853	0.000008367132000000000
Gentryville Town	Indiana	4374	0.000017966235000000000
Georgetown Town	Indiana	13132	0.000044864254000000000
Gibson County	Indiana	4016	0.002588523744000000000
Glenwood Town	Indiana	3992	0.000027103348000000000
Goodland Town	Indiana	4276	0.000046352885000000000
Goshen City	Indiana	3984	0.002386377939000000000
Gosport Town	Indiana	4293	0.000097736316000000000
Grabill Town	Indiana	3860	0.000057543283000000000
Grandview Town	Indiana	4371	0.000048406169000000000
Grant County	Indiana	4026	0.007449878825000000000
Greencastle City	Indiana	4334	0.000286279115000000000
Greendale City	Indiana	3959	0.000136543383000000000
Greene County	Indiana	4042	0.004315540875000000000
Greenfield City	Indiana	4057	0.000612289274000000000
Greens Fork Town	Indiana	4473	0.000017504246000000000
Greensboro Town	Indiana	4090	0.000002720601000000000
Greensburg City	Indiana	3960	0.000195369968000000000
Greentown Town	Indiana	4101	0.000017452914000000000
Greenville Town	Indiana	3991	0.000009291110000000000
Greenwood City	Indiana	4141	0.001803758618000000000
Griffin Town	Indiana	4322	0.000010112423000000000
Griffith Town	Indiana	4195	0.000696165923000000000
Hagerstown Town	Indiana	4474	0.000234433695000000000
Hamilton County	Indiana	4051	0.020269762499000000000

Hamilton Town	Indiana	3952	0.000034341174000000000
Hamlet Town	Indiana	4384	0.000188234806000000000
Hammond City	Indiana	4193	0.010770244302000000000
Hancock County	Indiana	4062	0.008954422640000000000
Hanover Town	Indiana	4133	0.000079667417000000000
Hardinsburg Town	Indiana	4454	0.000034649167000000000
Harmony Town	Indiana	3923	0.000043529620000000000
Harrison County	Indiana	4071	0.005610033742000000000
Hartford City	Indiana	3879	0.001033058488000000000
Hartsville Town	Indiana	3863	0.000003849907000000000
Haubstadt Town	Indiana	4014	0.000066783060000000000
Hazleton Town	Indiana	4018	0.000014937641000000000
Hebron Town	Indiana	4314	0.000722037301000000000
Hendricks County	Indiana	4073	0.015700846384000000000
Henry County	Indiana	4088	0.011653207733000000000
Highland Town	Indiana	4192	0.000864997196000000000
Hillsboro Town	Indiana	3998	0.000040501026000000000
Hobart City	Indiana	4201	0.001594631648000000000
Holland Town	Indiana	3981	0.000044453598000000000
Holton Town	Indiana	4360	0.000060058556000000000
Hope Town	Indiana	3874	0.000036805115000000000
Howard County	Indiana	4106	0.018693507742000000000
Hudson Town	Indiana	4398	0.000029669953000000000
Huntertown Town	Indiana	3868	0.000415225347000000000
Huntingburg City	Indiana	3979	0.000455829037000000000
Huntington City	Indiana	4110	0.002487142849000000000
Huntington County	Indiana	4108	0.002617013059000000000
Hymera Town	Indiana	4400	0.000020173515000000000
Indian Village Town	Indiana	4378	0.000006005856000000000
Indianapolis City - Marion County Consolidated Government	Indiana	4230	0.158348539612000000000
Ingalls Town	Indiana	4215	0.000015194301000000000
Jackson County	Indiana	4111	0.007183516565000000000
Jamestown Town	Indiana	13130	0.000010471748000000000
Jasonville City	Indiana	4043	0.000039628380000000000
Jasper City	Indiana	3977	0.000892100544000000000
Jasper County	Indiana	4119	0.004269598647000000000
Jay County	Indiana	4124	0.003117552354000000000
Jefferson County	Indiana	4132	0.003577898616000000000
Jeffersonville City	Indiana	3909	0.001772754031000000000
Jennings County	Indiana	4137	0.004175198917000000000
Johnson County	Indiana	4138	0.017413644524000000000

Jonesboro City	Indiana	4032	0.000065499758000000000
Jonesville Town	Indiana	3871	0.000001847956000000000
Kempton Town	Indiana	4417	0.000027462673000000000
Kendallville City	Indiana	4284	0.000955393022000000000
Kennard Town	Indiana	4091	0.000009034449000000000
Kentland Town	Indiana	4269	0.000053796040000000000
Kewanna Town	Indiana	4017	0.000005389870000000000
Kingman Town	Indiana	3997	0.000037934421000000000
Kingsbury Town	Indiana	4169	0.000012935689000000000
Kingsford Heights Town	Indiana	4173	0.000045942228000000000
Kirklin Town	Indiana	3925	0.000053282719000000000
Knightstown Town	Indiana	4093	0.000036856447000000000
Knightsville Town	Indiana	3919	0.000053026058000000000
Knox City	Indiana	4389	0.000998614649000000000
Knox County	Indiana	4146	0.005298755895000000000
Kokomo City	Indiana	4105	0.002824600066000000000
Kosciusko County	Indiana	4156	0.004936351277000000000
Kouts Town	Indiana	4318	0.000383502110000000000
La Crosse Town	Indiana	4172	0.000028283986000000000
La Fontaine Town	Indiana	4439	0.000017555578000000000
La Paz Town	Indiana	4235	0.000034187178000000000
La Porte City	Indiana	4174	0.001637904607000000000
La Porte County	Indiana	4168	0.007761413333000000000
Laconia Town	Indiana	4066	0.000000051332000000000
Ladoga Town	Indiana	4256	0.000108156732000000000
Lafayette City	Indiana	4409	0.010122433215000000000
Lagrange County	Indiana	4182	0.002088446438000000000
Lagrange Town	Indiana	4183	0.000232996396000000000
Lagro Town	Indiana	4436	0.000008264468000000000
Lake County	Indiana	4188	0.018344141478000000000
Lake Station City	Indiana	4191	0.000738514905000000000
Lakeville Town	Indiana	4379	0.000035470480000000000
Lanesville Town	Indiana	4069	0.000000513321000000000
Lapel Town	Indiana	4219	0.000216570125000000000
Larwill Town	Indiana	4492	0.000024998732000000000
Laurel Town	Indiana	4007	0.000013295014000000000
Lawrence City	Indiana	4227	0.001413634668000000000
Lawrence County	Indiana	4206	0.004144758982000000000
Lawrenceburg City	Indiana	3955	0.000397721101000000000
Leavenworth Town	Indiana	3934	0.000001385967000000000
Lebanon City	Indiana	3888	0.000221087349000000000
Leesburg Town	Indiana	4159	0.000032236558000000000
Leo-Cedarville Town	Indiana	3870	0.000196037285000000000

Lewisville Town	Indiana	4094	0.000006981165000000000
Liberty Town	Indiana	4416	0.000173399830000000000
Ligonier City	Indiana	4281	0.000407012211000000000
Linden Town	Indiana	4259	0.000066885725000000000
Linton City	Indiana	4041	0.000214516841000000000
Little York Town	Indiana	4460	0.000026795356000000000
Livonia Town	Indiana	4456	0.000017966235000000000
Lizton Town	Indiana	4081	0.000006827169000000000
Logansport City	Indiana	3903	0.000184076906000000000
Long Beach Town	Indiana	4176	0.000039115059000000000
Loogootee City	Indiana	4238	0.000178533039000000000
Losantville Town	Indiana	4346	0.000065191765000000000
Lowell Town	Indiana	4196	0.000413531388000000000
Lynn Town	Indiana	4341	0.000149633068000000000
Lynnville Town	Indiana	4453	0.000045377575000000000
Lyons Town	Indiana	4038	0.000016426272000000000
Mackey Town	Indiana	4021	0.000006159852000000000
Macy Town	Indiana	4246	0.000002617937000000000
Madison City	Indiana	4129	0.001309584504000000000
Madison County	Indiana	4207	0.013792626945000000000
Marengo Town	Indiana	3929	0.000004825217000000000
Marion City	Indiana	4031	0.007936558454000000000
Markle Town	Indiana	4107	0.000068887677000000000
Markleville Town	Indiana	4223	0.000080540063000000000
Marshall County	Indiana	4232	0.002679792216000000000
Marshall Town	Indiana	4298	0.000025409389000000000
Martin County	Indiana	4242	0.000865151193000000000
Martinsville City	Indiana	4271	0.000794004904000000000
Matthews Town	Indiana	4037	0.000050818778000000000
Mauckport Town	Indiana	4068	0.000000051332000000000
Mccordsville Town	Indiana	4060	0.000170833225000000000
Mecca Town	Indiana	4301	0.000025460721000000000
Medaryville Town	Indiana	4330	0.000008110472000000000
Medora Town	Indiana	4117	0.000008007807000000000
Mellott Town	Indiana	4000	0.000014732312000000000
Mentone Town	Indiana	4160	0.000056311312000000000
Merom Town	Indiana	4397	0.000005903191000000000
Merrillville Town	Indiana	4209	0.001076947432000000000
Miami County	Indiana	4241	0.002157180118000000000
Michiana Shores Town	Indiana	4177	0.000016066947000000000
Michigan City	Indiana	4175	0.005192652447000000000
Michigantown Town	Indiana	3924	0.000030593931000000000
Middlebury Town	Indiana	3985	0.000186335519000000000
Middletown Town	Indiana	4098	0.000039063727000000000

Milan Town	Indiana	4352	0.0002914636570000000000
Milford Town	Indiana	4163	0.0001565629010000000000
Millersburg Town	Indiana	3995	0.0000439402770000000000
Millhousen Town	Indiana	3964	0.0000016939590000000000
Milltown Town	Indiana	3936	0.0000047738850000000000
Milton Town	Indiana	4475	0.0000056465300000000000
Mishawaka City	Indiana	4375	0.0055379121430000000000
Mitchell City	Indiana	4208	0.0004247217850000000000
Modoc Town	Indiana	4347	0.0000444535980000000000
Monon Town	Indiana	4489	0.0001328988040000000000
Monroe City Town	Indiana	4149	0.0000026692690000000000
Monroe County	Indiana	4248	0.0116042882420000000000
Monroe Town	Indiana	3855	0.0000075971510000000000
Monroeville Town	Indiana	3858	0.0000675017100000000000
Monrovia Town	Indiana	4272	0.0000589292490000000000
Monterey Town	Indiana	4333	0.0000028745980000000000
Montezuma Town	Indiana	4296	0.0000789487680000000000
Montgomery County	Indiana	4254	0.0038813226520000000000
Montgomery Town	Indiana	3937	0.0000030285940000000000
Monticello City	Indiana	4484	0.0008595046620000000000
Montpelier City	Indiana	3885	0.0002380269420000000000
Mooreland Town	Indiana	4103	0.0000070838300000000000
Moores Hill Town	Indiana	3957	0.0000098044310000000000
Mooresville Town	Indiana	4274	0.0006795343230000000000
Morgan County	Indiana	4266	0.0118920046560000000000
Morgantown Town	Indiana	4268	0.0000332632000000000000
Morocco Town	Indiana	4275	0.0000433242910000000000
Morristown Town	Indiana	4367	0.0000142189910000000000
Mount Auburn Town	Indiana	4471	0.0000045685570000000000
Mount Ayr Town	Indiana	4277	0.0000046198890000000000
Mount Carmel Town	Indiana	4012	0.0000022072800000000000
Mount Etna Town	Indiana	4109	0.0000094964380000000000
Mount Summit Town	Indiana	4100	0.0000067245050000000000
Mount Vernon City	Indiana	4326	0.0005280019680000000000
Mulberry Town	Indiana	3928	0.0001020482120000000000
Muncie City	Indiana	3973	0.0114267305130000000000
Munster Town	Indiana	4197	0.0014017769530000000000
Napoleon Town	Indiana	4356	0.0000292079640000000000
Nappanee City	Indiana	3988	0.0007509372730000000000
Nashville Town	Indiana	3894	0.0001229403770000000000
New Albany City	Indiana	3993	0.0010054931510000000000
New Amsterdam Town	Indiana	4067	0.0000000000000000000000
New Carlisle Town	Indiana	4385	0.0002600484120000000000
New Castle City	Indiana	4096	0.0005254353630000000000

New Chicago Town	Indiana	4198	0.0003023973940000000000
New Harmony Town	Indiana	4325	0.0000464042170000000000
New Haven City	Indiana	3867	0.0012102568930000000000
New Market Town	Indiana	4258	0.0000558493230000000000
New Middletown Town	Indiana	4072	0.0000001026640000000000
New Palestine Town	Indiana	4059	0.0000392690560000000000
New Pekin Town	Indiana	4462	0.0002370003000000000000
New Point Town	Indiana	3965	0.0000043118960000000000
New Richmond Town	Indiana	4255	0.0000294646250000000000
New Ross Town	Indiana	4260	0.0000305425990000000000
New Whiteland Town	Indiana	4142	0.0001497357320000000000
Newberry Town	Indiana	4047	0.0000043118960000000000
Newburgh Town	Indiana	4455	0.0003359685860000000000
Newport Town	Indiana	4426	0.0000425543100000000000
Newton County	Indiana	4273	0.0013173869830000000000
Newtown Town	Indiana	4004	0.0000193522010000000000
Noble County	Indiana	4278	0.0033086104260000000000
Noblesville City	Indiana	4056	0.0018132550570000000000
North Judson Town	Indiana	4391	0.0005506907560000000000
North Liberty Town	Indiana	4376	0.0002584057850000000000
North Manchester Town	Indiana	4442	0.0001909040750000000000
North Salem Town	Indiana	4083	0.0000072891580000000000
North Vernon City	Indiana	4135	0.0015136809280000000000
North Webster Town	Indiana	4164	0.0001160618750000000000
Oakland City	Indiana	4028	0.0001175505060000000000
Oaktown Town	Indiana	4152	0.0000030285940000000000
Odon Town	Indiana	3938	0.0000011293060000000000
Ogden Dunes Town	Indiana	4316	0.0000075458190000000000
Ohio County	Indiana	4286	0.0006051027800000000000
Oldenburg Town	Indiana	4011	0.0000175555780000000000
Onward Town	Indiana	3906	0.0000002053280000000000
Oolitic Town	Indiana	4210	0.0000592885740000000000
Orange County	Indiana	4287	0.0015971982530000000000
Orestes Town	Indiana	4217	0.0000641137910000000000
Orland Town	Indiana	4395	0.0000252553930000000000
Orleans Town	Indiana	4288	0.0002508599670000000000
Osceola Town	Indiana	4383	0.0003336073100000000000
Osgood Town	Indiana	4349	0.0002495766640000000000
Ossian Town	Indiana	4481	0.0002691341940000000000
Otterbein Town	Indiana	3880	0.0000476361880000000000
Owen County	Indiana	4292	0.0022652341860000000000
Owensville Town	Indiana	4025	0.0000563626440000000000

Oxford Town	Indiana	3878	0.000039166391000000000
Palmyra Town	Indiana	4075	0.000000821314000000000
Paoli Town	Indiana	4290	0.000428417696000000000
Paragon Town	Indiana	4264	0.000022226799000000000
Parke County	Indiana	4295	0.001418203225000000000
Parker City Town	Indiana	4345	0.000194291994000000000
Patoka Town	Indiana	4024	0.000042605642000000000
Patriot Town	Indiana	4404	0.000022740120000000000
Pendleton Town	Indiana	4218	0.000746163388000000000
Pennville Town	Indiana	4127	0.000010009759000000000
Perry County	Indiana	4299	0.002167651867000000000
Perrysville Town	Indiana	4429	0.000037934421000000000
Peru City	Indiana	4247	0.001826036749000000000
Petersburg City	Indiana	4306	0.000103588175000000000
Pierceton Town	Indiana	4162	0.000102869526000000000
Pike County	Indiana	4307	0.001238284218000000000
Pine Village Town	Indiana	4447	0.000008880453000000000
Pittsboro Town	Indiana	4080	0.000022842784000000000
Plainfield Town	Indiana	4085	0.001021046776000000000
Plainville Town	Indiana	3939	0.000007186494000000000
Plymouth City	Indiana	4237	0.001356142717000000000
Poneto Town	Indiana	4483	0.000011087733000000000
Portage City	Indiana	4319	0.004894412953000000000
Porter County	Indiana	4312	0.011076491603000000000
Porter Town	Indiana	4315	0.001634722017000000000
Portland City	Indiana	4126	0.000123299701000000000
Posey County	Indiana	4321	0.001942714610000000000
Poseyville Town	Indiana	4329	0.000044658926000000000
Pottawattamie Park Town	Indiana	4179	0.000012319704000000000
Princes Lakes Town	Indiana	4144	0.000039063727000000000
Princeton City	Indiana	4023	0.000453005772000000000
Pulaski County	Indiana	4324	0.001885530652000000000
Putnam County	Indiana	4332	0.004476056348000000000
Randolph County	Indiana	4340	0.001948463805000000000
Redkey Town	Indiana	4128	0.000011601054000000000
Remington Town	Indiana	4122	0.000024228751000000000
Rensselaer City	Indiana	4120	0.000101278231000000000
Reynolds Town	Indiana	4486	0.000007083830000000000
Richland Town	Indiana	4373	0.000026898020000000000
Richmond City	Indiana	4476	0.006900830697000000000
Ridgeville Town	Indiana	4343	0.000178943696000000000
Riley Town	Indiana	4433	0.000014629648000000000
Ripley County	Indiana	4351	0.002963915383000000000

Rising Sun City	Indiana	4285	0.0003560907690000000000
River Forest Town	Indiana	4225	0.0000034392510000000000
Roachdale Town	Indiana	4335	0.0000177609060000000000
Roann Town	Indiana	4441	0.0000095991020000000000
Roanoke Town	Indiana	4112	0.0001234023650000000000
Rochester City	Indiana	4022	0.0000906524860000000000
Rockport City	Indiana	4370	0.0001047688140000000000
Rockville Town	Indiana	4300	0.0002451621040000000000
Rome City Town	Indiana	4283	0.0001250963250000000000
Rosedale Town	Indiana	4303	0.0000561059840000000000
Roseland Town	Indiana	4380	0.0000282839860000000000
Rossville Town	Indiana	3927	0.0001340794420000000000
Royal Center Town	Indiana	3904	0.0000017966230000000000
Rush County	Indiana	4355	0.0021950118750000000000
Rushville City	Indiana	4359	0.0001540476280000000000
Russellville Town	Indiana	4339	0.0000069298330000000000
Russiaville Town	Indiana	4104	0.0000080591400000000000
Salamonia Town	Indiana	4130	0.0000022586120000000000
Salem City	Indiana	4457	0.0009492845020000000000
Saltillo Town	Indiana	4461	0.0000128330250000000000
Sandborn Town	Indiana	4154	0.0000020532840000000000
Santa Claus Town	Indiana	4372	0.0000752528570000000000
Saratoga Town	Indiana	4344	0.0000450182510000000000
Schererville Town	Indiana	4205	0.0013048619510000000000
Schneider Town	Indiana	4202	0.0000093424420000000000
Scott County	Indiana	4363	0.0122207354160000000000
Scottsburg City	Indiana	4361	0.0006250196350000000000
Seelyville Town	Indiana	4434	0.0000829526720000000000
Sellersburg Town	Indiana	3911	0.0001357220690000000000
Selma Town	Indiana	3972	0.0000808993880000000000
Seymour City	Indiana	4116	0.0004505418310000000000
Shadeland Town	Indiana	4413	0.0001293568890000000000
Shamrock Lakes Town	Indiana	3881	0.0000309019230000000000
Sharpsville Town	Indiana	4415	0.0000508187780000000000
Shelburn Town	Indiana	4402	0.0000444022650000000000
Shelby County	Indiana	4368	0.0004505418310000000000
Shelbyville City	Indiana	4364	0.0054573720800000000000
Sheridan Town	Indiana	4053	0.0001216570740000000000
Shipshewana Town	Indiana	4186	0.0000471741990000000000
Shirley Town	Indiana	4063	0.0000118063830000000000
Shoals Town	Indiana	4243	0.0000669883890000000000
Sidney Town	Indiana	4167	0.0000047738850000000000
Silver Lake Town	Indiana	4170	0.0000531287220000000000
Somerville Town	Indiana	4029	0.0000169395930000000000

South Bend City	Indiana	4381	0.0135823193360000000000
South Whitley Town	Indiana	4493	0.0000056465300000000000
Southport City	Indiana	4228	0.0000034905830000000000
Speedway Town	Indiana	4229	0.0007163907700000000000
Spencer County	Indiana	4362	0.0015631137390000000000
Spencer Town	Indiana	4294	0.0003353012690000000000
Spiceland Town	Indiana	4095	0.0000168369280000000000
Spring Grove Town	Indiana	4477	0.0000141676590000000000
Spring Lake Town	Indiana	4070	0.0000030799260000000000
Springport Town	Indiana	4099	0.0000027719330000000000
Spurgeon Town	Indiana	4308	0.0000068271690000000000
St Joseph County	Indiana	4377	0.0133604620050000000000
St. Joe Town	Indiana	3950	0.0000298239490000000000
St. John Town	Indiana	4200	0.0006538682740000000000
St. Leon Town	Indiana	3958	0.0000111903980000000000
St. Paul Town	Indiana	3963	0.0000162209430000000000
Starke County	Indiana	4388	0.0057546875960000000000
State Line City Town	Indiana	4445	0.0000058005270000000000
Staunton Town	Indiana	3916	0.0000354191480000000000
Steuben County	Indiana	4387	0.0022890522800000000000
Stilesville Town	Indiana	4084	0.0000045172250000000000
Stinesville Town	Indiana	4250	0.0000143216560000000000
Straughn Town	Indiana	4097	0.0000042605640000000000
Sullivan City	Indiana	4403	0.0001506083780000000000
Sullivan County	Indiana	4399	0.0049970771500000000000
Sulphur Springs Town	Indiana	4102	0.0000074944860000000000
Summitville Town	Indiana	4220	0.0001540989600000000000
Sunman Town	Indiana	4354	0.0001613367860000000000
Swayzee Town	Indiana	4036	0.0000849546230000000000
Sweetser Town	Indiana	4035	0.0000437862800000000000
Switz City Town	Indiana	4054	0.0000065705090000000000
Switzerland County	Indiana	4401	0.0013903812270000000000
Syracuse Town	Indiana	4166	0.0002883323990000000000
Tell City	Indiana	4305	0.0000713516170000000000
Tennyson Town	Indiana	4452	0.0000143729880000000000
Terre Haute City	Indiana	4437	0.0101726873400000000000
Thorntown Town	Indiana	3889	0.0000199681860000000000
Tippecanoe County	Indiana	4407	0.0098365134250000000000
Tipton City	Indiana	4411	0.0007568404640000000000
Tipton County	Indiana	4418	0.0014612195230000000000
Topeka Town	Indiana	4184	0.0001025102010000000000
Town Of Pines Town	Indiana	4317	0.0001775063980000000000
Trafalgar Town	Indiana	4140	0.0000347518310000000000
Trail Creek Town	Indiana	4180	0.0000700683150000000000

Troy Town	Indiana	4304	0.0000036959110000000000
Ulen Town	Indiana	3890	0.0000013859670000000000
Union City	Indiana	4350	0.0004672760950000000000
Union County	Indiana	4414	0.0007886663650000000000
Uniondale Town	Indiana	4480	0.0000205328400000000000
Universal Town	Indiana	4427	0.0000298239490000000000
Upland Town	Indiana	4034	0.0001326934750000000000
Utica Town	Indiana	3913	0.0000155536260000000000
Valparaiso City	Indiana	4320	0.0045085495660000000000
Van Buren Town	Indiana	4039	0.0000745855400000000000
Vanderburgh County	Indiana	4421	0.0187300048640000000000
Veedersburg Town	Indiana	4002	0.0001744778040000000000
Vera Cruz Town	Indiana	4487	0.0000052872060000000000
Vermillion County	Indiana	4424	0.0014792370900000000000
Vernon Town	Indiana	4134	0.0000445562620000000000
Versailles Town	Indiana	4353	0.0003257534990000000000
Vevay Town	Indiana	4405	0.0002226273120000000000
Vigo County	Indiana	4428	0.0079493401460000000000
Vincennes City	Indiana	4153	0.0001419845850000000000
Wabash City	Indiana	4440	0.0006165498380000000000
Wabash County	Indiana	4438	0.0052543536290000000000
Wakarusa Town	Indiana	3987	0.0001335661210000000000
Walkerton Town	Indiana	4382	0.0002934142770000000000
Wallace Town	Indiana	4005	0.0000074431540000000000
Walton Town	Indiana	3905	0.0000102150880000000000
Wanatah Town	Indiana	4181	0.0000342898420000000000
Warren County	Indiana	4443	0.0005768187940000000000
Warren Town	Indiana	4114	0.0000765874910000000000
Warrick County	Indiana	4450	0.0039914300030000000000
Warsaw City	Indiana	4165	0.0025807725970000000000
Washington City	Indiana	3941	0.0001495817360000000000
Washington County	Indiana	4459	0.0034043961220000000000
Waterloo Town	Indiana	3951	0.0001279709220000000000
Waveland Town	Indiana	4261	0.0000372157720000000000
Wayne County	Indiana	4468	0.0076578764900000000000
Waynetown Town	Indiana	4267	0.0000841333100000000000
Wells County	Indiana	4478	0.0020198667540000000000
West Baden Springs Town	Indiana	4291	0.0000548226810000000000
West College Corner Town	Indiana	4419	0.0000653457620000000000
West Harrison Town	Indiana	3962	0.0000047738850000000000
West Lafayette City	Indiana	4412	0.0026122905060000000000
West Lebanon Town	Indiana	4444	0.0000297726170000000000

West Terre Haute Town	Indiana	4435	0.0001801756670000000000
Westfield City	Indiana	4050	0.0011068740460000000000
Westport Town	Indiana	3966	0.0000220214700000000000
Westville Town	Indiana	4178	0.0004051642560000000000
Wheatfield Town	Indiana	4123	0.0000140649950000000000
Wheatland Town	Indiana	4155	0.0000023612770000000000
White County	Indiana	4482	0.0020457381320000000000
Whiteland Town	Indiana	4143	0.0001268929480000000000
Whitestown Town	Indiana	3892	0.0000755608490000000000
Whitewater Town	Indiana	4479	0.0000029772620000000000
Whiting City	Indiana	4199	0.0007469333690000000000
Whitley County	Indiana	4491	0.0030739200700000000000
Wilkinson Town	Indiana	4065	0.0000063651800000000000
Williamsport Town	Indiana	4448	0.0000945537260000000000
Winamac Town	Indiana	4336	0.0000215594810000000000
Winchester City	Indiana	4348	0.0007150048040000000000
Windfall City Town	Indiana	4420	0.0000588779170000000000
Winfield Town	Indiana	4204	0.0002465480700000000000
Wingate Town	Indiana	4265	0.0000232534410000000000
Winona Lake Town	Indiana	4171	0.0009640168150000000000
Winslow Town	Indiana	4310	0.0000284893150000000000
Wolcott Town	Indiana	4494	0.0000133976780000000000
Wolcottville Town	Indiana	4189	0.0000864945860000000000
Woodburn City	Indiana	3862	0.0000821313580000000000
Woodlawn Heights Town	Indiana	4221	0.0000122170400000000000
Worthington Town	Indiana	4046	0.0000261280380000000000
Yeoman Town	Indiana	3899	0.0000145783160000000000
Yorktown Town	Indiana	3968	0.0009019563070000000000
Zanesville Town	Indiana	3865	0.0000259227100000000000
Zionsville Town	Indiana	3891	0.0003758536270000000000
Abilene City	Kansas	13662	0.0013279901640000000000
Allen County	Kansas	4498	0.0024695909820000000000
Anderson County	Kansas	4496	0.0010330708460000000000
Andover City	Kansas	4514	0.0029652591090000000000
Anthony City	Kansas	13696	0.0004407114180000000000
Arkansas City	Kansas	4520	0.0025176073530000000000
Atchison City	Kansas	4501	0.0022614655300000000000
Atchison County	Kansas	4499	0.0020813472890000000000
Augusta City	Kansas	14076	0.0020170355260000000000
Barber County	Kansas	4500	0.0008680117350000000000
Barton County	Kansas	4503	0.0033345743820000000000
Baxter Springs City	Kansas	13659	0.0008443354090000000000

Bel Aire City	Kansas	13622	0.0018368036420000000000
Belleville City	Kansas	13593	0.0003992862800000000000
Beloit City	Kansas	13636	0.0007729800660000000000
Bentley City	Kansas	14077	0.0001116960530000000000
Benton City	Kansas	13649	0.0001876059920000000000
Bonner Springs City	Kansas	13658	0.0017277102150000000000
Bourbon County	Kansas	4502	0.0028751145920000000000
Brown County	Kansas	4505	0.0012323031530000000000
Burlingame City	Kansas	13687	0.0001917268180000000000
Burrton City	Kansas	14078	0.0001852202520000000000
Butler County	Kansas	4506	0.0087064388120000000000
Caney City	Kansas	13697	0.0004224930330000000000
Chanute City	Kansas	13632	0.0019500178940000000000
Chase County	Kansas	4507	0.0003360826780000000000
Cheney City	Kansas	13596	0.0004712922790000000000
Cherokee County	Kansas	4510	0.0039199951710000000000
Clay County	Kansas	4515	0.0010429479860000000000
Coffey County	Kansas	4518	0.0010602329800000000000
Coffeyville City	Kansas	13701	0.0019886235200000000000
Colby City	Kansas	13653	0.0011527466470000000000
Comanche County	Kansas	4516	0.0002196363980000000000
Concordia City	Kansas	13639	0.0010640404610000000000
Cowley County	Kansas	4517	0.0068970881950000000000
Crawford County	Kansas	4519	0.0077141107140000000000
Derby City	Kansas	4619	0.0054535869140000000000
Dickinson County	Kansas	4522	0.0036381602450000000000
Dodge City	Kansas	4534	0.0057880244180000000000
Douglas County	Kansas	4526	0.0159242886850000000000
Edwards County	Kansas	4527	0.0003573965060000000000
Edwardsville City	Kansas	13642	0.0009762018180000000000
El Dorado City	Kansas	4509	0.0027882805080000000000
Elk County	Kansas	4531	0.0004993358010000000000
Elkhart City	Kansas	4589	0.0004604270740000000000
Ellis County	Kansas	4529	0.0037261509910000000000
Ellsworth City	Kansas	14642	0.0006365590610000000000
Ellsworth County	Kansas	4532	0.0007841929150000000000
Emporia City	Kansas	4573	0.0053141295120000000000
Enterprise City	Kansas	14075	0.0001676525230000000000
Eudora City	Kansas	14643	0.0013865492600000000000
Fairway City	Kansas	14054	0.0008595173970000000000
Fall River City	Kansas	13699	0.0000307977470000000000
Finney County	Kansas	4528	0.0071538268660000000000
Ford County	Kansas	4533	0.0065915512520000000000
Fort Scott City	Kansas	14055	0.0016587406130000000000

Franklin County	Kansas	4536	0.0033404226890000000000
Galena City	Kansas	14070	0.0006124847660000000000
Garden City	Kansas	4537	0.0056396747080000000000
Garden Plain City	Kansas	13637	0.0001977996130000000000
Gardner City	Kansas	4559	0.0048517295400000000000
Garnett City	Kansas	14079	0.0007066130910000000000
Geary County	Kansas	4541	0.0041871275020000000000
Goddard City	Kansas	14069	0.0010761860520000000000
Gove County	Kansas	4539	0.0003406313610000000000
Graham County	Kansas	4540	0.0003104800920000000000
Grant County	Kansas	4544	0.0014095729800000000000
Great Bend City	Kansas	4504	0.0032318114380000000000
Greeley County Unified Government	Kansas	4548	0.0001554349900000000000
Greenwood County	Kansas	4546	0.0011687684400000000000
Halstead City	Kansas	13617	0.0004398438760000000000
Hamilton County	Kansas	4552	0.0003151587370000000000
Harper City	Kansas	13695	0.0002804330040000000000
Harper County	Kansas	4547	0.0006934791840000000000
Harvey County	Kansas	4556	0.0068299656730000000000
Haskell County	Kansas	4551	0.0005098423610000000000
Hays City	Kansas	4535	0.0045175089220000000000
Haysville City	Kansas	4617	0.0024701094200000000000
Herington City	Kansas	14083	0.0004858236110000000000
Hiawatha City	Kansas	13651	0.0006703932050000000000
Highland City	Kansas	13654	0.0002138491430000000000
Hillsboro City	Kansas	13693	0.0005990378630000000000
Hoisington City	Kansas	13657	0.0005318033450000000000
Hugoton City	Kansas	13648	0.0007977050180000000000
Humboldt City	Kansas	13629	0.0003856224910000000000
Hutchinson City	Kansas	4605	0.0087207506950000000000
Independence City	Kansas	13655	0.0018270437930000000000
Iola City	Kansas	13638	0.0011416854850000000000
Jackson County	Kansas	4554	0.0017117343200000000000
Jefferson County	Kansas	4555	0.0024734437460000000000
Johnson City	Kansas	13698	0.0002865057990000000000
Johnson County	Kansas	4550	0.1209440306690000000000
Junction City	Kansas	4542	0.0047415516850000000000
Kansas City	Kansas	4638	0.0440604981880000000000
Kearny County	Kansas	4563	0.0004867090600000000000
Kechi City	Kansas	13703	0.0004574116050000000000
Kingman City	Kansas	13630	0.0005996885190000000000
Kingman County	Kansas	4564	0.0009063575390000000000
Kiowa County	Kansas	4568	0.0003191875700000000000

Labette County	Kansas	4567	0.0025454428970000000000
Lansing City	Kansas	4579	0.0025926497500000000000
Lawrence City	Kansas	4530	0.0213519476850000000000
Leavenworth City	Kansas	4572	0.0077935650100000000000
Leavenworth County	Kansas	4569	0.0163814807590000000000
Leawood City	Kansas	4558	0.0075192048010000000000
Lenexa City	Kansas	4561	0.0121794244090000000000
Leoti City	Kansas	13663	0.0003079774670000000000
Liberal City	Kansas	4623	0.0040820027570000000000
Lincoln Center City	Kansas	13706	0.0002578769080000000000
Logan County	Kansas	4575	0.0003550571830000000000
Longton City	Kansas	14056	0.0000663669750000000000
Lyon County	Kansas	4584	0.0042946063790000000000
Maize City	Kansas	13704	0.0011423361410000000000
Manhattan City	Kansas	4600	0.0119165591340000000000
Manter City	Kansas	4630	0.0000397241660000000000
Marshall County	Kansas	4581	0.0012543967550000000000
Marysville City	Kansas	13635	0.0007050948920000000000
Mcpherson City	Kansas	4578	0.0028223315380000000000
Mcpherson County	Kansas	4580	0.0036971693830000000000
Meade City	Kansas	14644	0.0003294491360000000000
Meade County	Kansas	4583	0.0008024826250000000000
Medicine Lodge City	Kansas	13702	0.0003912615150000000000
Merriam City	Kansas	4560	0.0024135022940000000000
Miami County	Kansas	4586	0.0044621278680000000000
Mission City	Kansas	14072	0.0021413109410000000000
Mission Hills City	Kansas	13599	0.0007662566140000000000
Montgomery County	Kansas	4587	0.0062744620630000000000
Morton County	Kansas	4588	0.0005055102760000000000
Moundridge City	Kansas	13592	0.0004036239910000000000
Mount Hope City	Kansas	13601	0.0001748097460000000000
Neodesha City	Kansas	13705	0.0004795339300000000000
Neosho County	Kansas	4594	0.0031726844710000000000
Ness County	Kansas	4595	0.0003597358290000000000
Newton City	Kansas	4549	0.0040653025700000000000
North Newton City	Kansas	13589	0.0003821523220000000000
Norton City	Kansas	13641	0.0005875429290000000000
Oakley City	Kansas	13694	0.0004402776470000000000
Olathe City	Kansas	4562	0.0307250900860000000000
Osage County	Kansas	4599	0.0020495065090000000000
Osawatomie City	Kansas	13627	0.0009159076370000000000
Ottawa City	Kansas	4538	0.0026750662560000000000
Overland Park City	Kansas	4566	0.0526227888110000000000
Park City	Kansas	13700	0.0017227218480000000000

Parsons City	Kansas	13650	0.0020523878690000000000
Pawnee County	Kansas	4591	0.0008273404210000000000
Phillips County	Kansas	4601	0.0006733350170000000000
Phillipsburg City	Kansas	13628	0.0005248630080000000000
Pittsburg City	Kansas	4523	0.0043307704710000000000
Pleasanton City	Kansas	13634	0.0002511534560000000000
Pottawatomie County	Kansas	4607	0.0032129296080000000000
Prairie Village City	Kansas	4565	0.0048398008350000000000
Pratt City	Kansas	14061	0.0014017312480000000000
Pratt County	Kansas	4596	0.0018178850630000000000
Rantoul City	Kansas	14080	0.0000405575960000000000
Rawlins County	Kansas	4610	0.0003263355010000000000
Reno County	Kansas	4604	0.0123077212330000000000
Republic County	Kansas	4608	0.0005895092910000000000
Rice County	Kansas	4602	0.0012167076690000000000
Riley County	Kansas	4606	0.0095135051030000000000
Roeland Park City	Kansas	13656	0.0014427226150000000000
Russell City	Kansas	13640	0.0009506093240000000000
Russell County	Kansas	4609	0.0008842639370000000000
Sabetha City	Kansas	13646	0.0005534918990000000000
Salina City	Kansas	4612	0.0100361614980000000000
Saline County	Kansas	4613	0.0070083505400000000000
Satanta City	Kansas	13587	0.0002431286910000000000
Scott City	Kansas	13652	0.0008102843790000000000
Scott County	Kansas	4614	0.0006225197320000000000
Sedgwick City	Kansas	14053	0.0003593793410000000000
Sedgwick County	Kansas	4615	0.1035533219480000000000
Seward County	Kansas	4618	0.0041902778520000000000
Shawnee City	Kansas	4570	0.0143790775600000000000
Shawnee County	Kansas	4620	0.0350548869500000000000
Sheridan County	Kansas	4627	0.0003275051620000000000
Sherman County	Kansas	4629	0.0007507925870000000000
Smith County	Kansas	4625	0.0004605866240000000000
Spring Hill City	Kansas	14071	0.0017071060890000000000
Stanton County	Kansas	4626	0.0003921787760000000000
Sterling City	Kansas	14074	0.0004719429360000000000
Stevens County	Kansas	4628	0.0007002372270000000000
Sublette City	Kansas	13591	0.0002871564560000000000
Sumner County	Kansas	4632	0.0029342902960000000000
Syracuse City	Kansas	14645	0.0003537403160000000000
Thomas County	Kansas	4633	0.0010009701420000000000
Tonganoxie City	Kansas	13664	0.0012340787250000000000
Topeka City	Kansas	4624	0.0270148291460000000000
Trego County	Kansas	4631	0.0003584362050000000000

Ulysses City	Kansas	4545	0.0014785920970000000000
Valley Falls City	Kansas	13690	0.0002498521430000000000
Wabaunsee County	Kansas	4635	0.0013755137770000000000
Wakeeney City	Kansas	13598	0.0003769470690000000000
Wallace County	Kansas	4634	0.0001996221940000000000
Wamego City	Kansas	13616	0.0010232659800000000000
Washington City	Kansas	13624	0.0002309831010000000000
Washington County	Kansas	4636	0.0007053057590000000000
Weir City	Kansas	14068	0.0001375054330000000000
Wellington City	Kansas	13631	0.0016374858300000000000
Westwood City	Kansas	14067	0.0003561260570000000000
Wichita City	Kansas	4616	0.1044374974480000000000
Wichita County	Kansas	4637	0.0002695419470000000000
Wilson City	Kansas	14065	0.0001546393900000000000
Wilson County	Kansas	4641	0.0010867453030000000000
Winfield City	Kansas	4521	0.0025607675760000000000
Adair County	Kentucky	4640	0.0020721499720000000000
Albany City	Kentucky	4743	0.0012642983040000000000
Alexandria City	Kentucky	4707	0.0010801318260000000000
Allen County	Kentucky	4642	0.0036529327460000000000
Anderson County	Kentucky	4649	0.0036211593700000000000
Ashland City	Kentucky	4674	0.0098344992020000000000
Ballard County	Kentucky	4643	0.0012758185710000000000
Barbourville City	Kentucky	4948	0.0007304701680000000000
Bardstown City	Kentucky	5039	0.0023528703730000000000
Barren County	Kentucky	4652	0.0031220305860000000000
Bath County	Kentucky	4655	0.0016007813280000000000
Beattyville City	Kentucky	4961	0.0014482332390000000000
Bell County	Kentucky	4661	0.0064185799130000000000
Bellevue City	Kentucky	4708	0.0009657040870000000000
Berea City	Kentucky	4985	0.0016739603190000000000
Boone County	Kentucky	4666	0.0204308197250000000000
Bourbon County	Kentucky	4669	0.0025548350510000000000
Bowling Green City	Kentucky	5117	0.0067078659570000000000
Boyd County	Kentucky	4673	0.0089277875840000000000
Boyle County	Kentucky	4677	0.0037902929990000000000
Bracken County	Kentucky	4682	0.0012755771660000000000
Breathitt County	Kentucky	4679	0.0053905544140000000000
Breckinridge County	Kentucky	4686	0.0032449633820000000000
Bullitt County	Kentucky	4688	0.0106302040770000000000
Butler County	Kentucky	4700	0.0016248983220000000000
Caldwell County	Kentucky	4698	0.0014410084730000000000
Calloway County	Kentucky	4702	0.0002704052790000000000
Campbell County	Kentucky	4706	0.0105196989310000000000

Campbellsville City	Kentucky	5103	0.0027696096810000000000
Carlisle County	Kentucky	4723	0.0006040844380000000000
Carroll County	Kentucky	4725	0.0025414793560000000000
Carrollton City	Kentucky	4726	0.0008876350050000000000
Carter County	Kentucky	4731	0.0060158495960000000000
Casey County	Kentucky	4736	0.0026685723920000000000
Catlettsburg City	Kentucky	4672	0.0012634857930000000000
Cave City	Kentucky	4653	0.0007001334780000000000
Central City	Kentucky	5032	0.0008446748190000000000
Christian County	Kentucky	4733	0.0043861663880000000000
Clark County	Kentucky	4740	0.0061102388610000000000
Clay County	Kentucky	4745	0.0078341610440000000000
Clinton County	Kentucky	4746	0.0039204843760000000000
Cold Spring City	Kentucky	4709	0.0007507176400000000000
Columbia City	Kentucky	4646	0.0009412743000000000000
Corbin City	Kentucky	4949	0.0020360585500000000000
Covington City	Kentucky	4931	0.0171468272030000000000
Crittenden City	Kentucky	4784	0.0014852973250000000000
Crittenden County	Kentucky	4747	0.0020102315270000000000
Cumberland County	Kentucky	4748	0.0018572490040000000000
Cynthiana City	Kentucky	4822	0.0024299170060000000000
Danville City	Kentucky	4675	0.0027994649700000000000
Daviess County	Kentucky	4755	0.0112639352760000000000
Dayton City	Kentucky	4712	0.0013696696070000000000
Dry Ridge City	Kentucky	4785	0.0011243831050000000000
Edgewood City	Kentucky	4933	0.0009973281110000000000
Edmonson County	Kentucky	4752	0.0018843685280000000000
Elliott County	Kentucky	4756	0.0014582214790000000000
Erlanger City	Kentucky	4934	0.0033977772980000000000
Estill County	Kentucky	4758	0.0040493095150000000000
Flatwoods City	Kentucky	4798	0.0008151346720000000000
Fleming County	Kentucky	4762	0.0018239144800000000000
Flemingsburg City	Kentucky	4763	0.0009744745000000000000
Florence City	Kentucky	4664	0.0073890205120000000000
Floyd County	Kentucky	4766	0.0191793224490000000000
Fort Mitchell City	Kentucky	4935	0.0010458340320000000000
Fort Thomas City	Kentucky	4713	0.0036512969230000000000
Fort Wright City	Kentucky	4939	0.0008884855580000000000
Frankfort City	Kentucky	4769	0.0042542710880000000000
Franklin City	Kentucky	5100	0.0010592817810000000000
Franklin County	Kentucky	4772	0.0044384831220000000000
Fulton County	Kentucky	4775	0.0010400093200000000000
Gallatin County	Kentucky	4776	0.0023478614590000000000
Garrard County	Kentucky	4780	0.0031271174640000000000

Georgetown City	Kentucky	5092	0.0021298889200000000000
Glasgow City	Kentucky	4656	0.0041009781200000000000
Grant County	Kentucky	4782	0.0053437369180000000000
Graves County	Kentucky	4787	0.0024478669070000000000
Grayson City	Kentucky	4727	0.0014057009120000000000
Grayson County	Kentucky	4790	0.0043713711870000000000
Green County	Kentucky	4794	0.0013639933070000000000
Greenup County	Kentucky	4795	0.0068723462040000000000
Hancock County	Kentucky	4806	0.0010014822460000000000
Hardin County	Kentucky	4809	0.0166779651300000000000
Harlan County	Kentucky	4816	0.0092368570780000000000
Harrison County	Kentucky	4823	0.0020786040270000000000
Harrodsburg City	Kentucky	5020	0.0014333281380000000000
Hart County	Kentucky	4825	0.0023334696950000000000
Hazard City	Kentucky	5064	0.0028536556440000000000
Henderson City	Kentucky	4831	0.0056445117620000000000
Henderson County	Kentucky	4829	0.0037960575950000000000
Henry County	Kentucky	4830	0.0022630861150000000000
Hickman County	Kentucky	4835	0.0005336257130000000000
Highland Heights City	Kentucky	4714	0.0010992032720000000000
Hopkins County	Kentucky	4840	0.0054933623180000000000
Hopkinsville City	Kentucky	4737	0.0056626861600000000000
Independence City	Kentucky	4937	0.0012552376400000000000
Irvine City	Kentucky	4760	0.0007678771050000000000
Jackson County	Kentucky	4846	0.0019308793370000000000
Jefferson County	Kentucky	4861	0.1449391329250000000000
Jeffersontown City	Kentucky	4859	0.0019819913960000000000
Jenkins City	Kentucky	4964	0.0006886545410000000000
Jessamine County	Kentucky	4923	0.0064077956010000000000
Johnson County	Kentucky	4928	0.0064007986200000000000
Kenton County	Kentucky	4926	0.0257313982610000000000
Knott County	Kentucky	4946	0.0049108948790000000000
Knox County	Kentucky	4951	0.0080607551140000000000
La Grange City	Kentucky	5054	0.0007279927160000000000
Larue County	Kentucky	4955	0.0019171338250000000000
Laurel County	Kentucky	4954	0.0092156421070000000000
Lawrence County	Kentucky	4957	0.0044749573160000000000
Lawrenceburg City	Kentucky	4645	0.0008048012320000000000
Lebanon City	Kentucky	4992	0.0011220418540000000000
Lee County	Kentucky	4959	0.0022359313660000000000
Leitchfield City	Kentucky	4792	0.0011353806420000000000
Leslie County	Kentucky	4958	0.0055254649260000000000
Letcher County	Kentucky	4960	0.0063275524680000000000
Lewis County	Kentucky	4965	0.0024924840500000000000

Lexington-Fayette Urban County	Kentucky	4761	0.0625970706660000000000
Lincoln County	Kentucky	4968	0.0041091825940000000000
Livingston County	Kentucky	4973	0.0020560378470000000000
Logan County	Kentucky	4979	0.0030225849720000000000
London City	Kentucky	4952	0.0019615058060000000000
Louisa City	Kentucky	4956	0.0008662110360000000000
Ludlow City	Kentucky	4938	0.0006696178490000000000
Lyndon City	Kentucky	4902	0.0007487807660000000000
Lyon County	Kentucky	4982	0.0013673466730000000000
Madison County	Kentucky	4986	0.0110730526730000000000
Madisonville City	Kentucky	4842	0.0039273554890000000000
Magoffin County	Kentucky	4989	0.0030847795760000000000
Manchester City	Kentucky	4742	0.0018003972410000000000
Marion County	Kentucky	4991	0.0020187699290000000000
Marshall County	Kentucky	4995	0.0061108033920000000000
Martin City	Kentucky	4768	0.0029432882010000000000
Martin County	Kentucky	4999	0.0046929138860000000000
Mason County	Kentucky	5002	0.0017417462150000000000
Mayfield City	Kentucky	4786	0.0029293815960000000000
Maysville City	Kentucky	5004	0.0017962985260000000000
Mccracken County	Kentucky	5007	0.0033775049330000000000
Mccreary County	Kentucky	5006	0.0030118692300000000000
Mclean County	Kentucky	5010	0.0014338818670000000000
Meade County	Kentucky	5014	0.0037621524360000000000
Menifee County	Kentucky	5013	0.0011525617110000000000
Mercer County	Kentucky	5017	0.0028419282560000000000
Metcalfe County	Kentucky	5021	0.0011670708890000000000
Middlesborough City	Kentucky	7148	0.0096278698700000000000
Monroe County	Kentucky	5022	0.0028901923030000000000
Montgomery County	Kentucky	5027	0.0057460525260000000000
Morehead City	Kentucky	5085	0.0011769374870000000000
Morgan County	Kentucky	5031	0.0005058895260000000000
Morganfield City	Kentucky	5112	0.0010820879560000000000
Morgantown City	Kentucky	4704	0.0010668409440000000000
Mount Sterling City	Kentucky	5026	0.0013577369780000000000
Mount Vernon City	Kentucky	5083	0.0011952541910000000000
Muhlenberg County	Kentucky	5030	0.0053380361960000000000
Murray City	Kentucky	4705	0.0057659623140000000000
Nelson County	Kentucky	5038	0.0048165643210000000000
Newport City	Kentucky	4716	0.0073129963260000000000
Nicholas County	Kentucky	5040	0.0013243831990000000000
Nicholasville City	Kentucky	4924	0.0037231533540000000000
Ohio County	Kentucky	5043	0.0044671506430000000000

Oldham County	Kentucky	5051	0.0073334471610000000000
Owen County	Kentucky	5058	0.0021988574180000000000
Owensboro City	Kentucky	4751	0.0051183193440000000000
Owingsville City	Kentucky	4657	0.0011207413680000000000
Owsley County	Kentucky	5059	0.0012947613310000000000
Paducah City	Kentucky	5005	0.0110410801610000000000
Paintsville City	Kentucky	4929	0.0036426603630000000000
Paris City	Kentucky	4670	0.0013578487570000000000
Pendleton County	Kentucky	5060	0.0030949007290000000000
Perry County	Kentucky	5065	0.0148483860910000000000
Pike County	Kentucky	5067	0.0192944415270000000000
Pikeville City	Kentucky	5069	0.0092325531220000000000
Pineville City	Kentucky	4662	0.0007366062640000000000
Powell County	Kentucky	5071	0.0057889516570000000000
Prestonsburg City	Kentucky	4767	0.0041979336020000000000
Princeton City	Kentucky	4696	0.0010442954290000000000
Pulaski County	Kentucky	5074	0.0087239029400000000000
Richmond City	Kentucky	4988	0.0050690511670000000000
Robertson County	Kentucky	5079	0.0003461998010000000000
Rockcastle County	Kentucky	5081	0.0043805018300000000000
Rowan County	Kentucky	5084	0.0042450582550000000000
Russell City	Kentucky	4803	0.0014552485370000000000
Russell County	Kentucky	5087	0.0055991102880000000000
Russellville City	Kentucky	4983	0.0010190540710000000000
Scott County	Kentucky	5091	0.0063324439670000000000
Shelby County	Kentucky	5093	0.0050937838840000000000
Shelbyville City	Kentucky	5094	0.0011683746620000000000
Shepherdsville City	Kentucky	4690	0.0017179913280000000000
Shively City	Kentucky	4870	0.0010408260570000000000
Simpson County	Kentucky	5097	0.0020499064480000000000
Somerset City	Kentucky	5080	0.0031084982990000000000
Southgate City	Kentucky	4717	0.0009527006350000000000
Spencer County	Kentucky	5101	0.0024476959510000000000
St. Matthews City	Kentucky	4865	0.0011318342460000000000
Stanford City	Kentucky	4974	0.0007358054950000000000
Taylor County	Kentucky	5099	0.0019084460710000000000
Taylor Mill City	Kentucky	4941	0.0010203982350000000000
Todd County	Kentucky	5102	0.0017887464080000000000
Trigg County	Kentucky	5115	0.0020477385010000000000
Trimble County	Kentucky	5111	0.0011744276290000000000
Union City	Kentucky	4663	0.0012600591610000000000
Union County	Kentucky	5108	0.0025311928820000000000
Versailles City	Kentucky	5138	0.0017001358290000000000
Walton City	Kentucky	4665	0.0007257205050000000000

Warren County	Kentucky	5114	0.0098930703870000000000
Washington County	Kentucky	5124	0.0015498341190000000000
Wayne County	Kentucky	5127	0.0034779659510000000000
Webster County	Kentucky	5128	0.0023712077420000000000
West Liberty City	Kentucky	5033	0.0016919755020000000000
Whitley County	Kentucky	5134	0.0157941324850000000000
Wilder City	Kentucky	4719	0.0012717123420000000000
Williamsburg City	Kentucky	5135	0.0025112732320000000000
Williamstown City	Kentucky	4789	0.0010297106360000000000
Winchester City	Kentucky	4744	0.0046469990750000000000
Wolfe County	Kentucky	5137	0.0026006996090000000000
Woodford County	Kentucky	5139	0.0026753594350000000000
Acadia Parish	Louisiana	5140	
Alexandria City	Louisiana	5209	
Allen Parish	Louisiana	5142	
Ascension Parish	Louisiana	5145	
Assumption Parish	Louisiana	5147	
Avoyelles Parish	Louisiana	5148	
Baldwin Town	Louisiana	5233	
Bastrop City	Louisiana	5198	
Baton Rouge City	Louisiana	5170	
Beauregard Parish	Louisiana	5150	
Berwick Town	Louisiana	5229	
Bienville Parish	Louisiana	5153	
Bogalusa City	Louisiana	5249	
Bossier City	Louisiana	5155	
Bossier Parish	Louisiana	5152	
Caddo Parish	Louisiana	5156	
Calcasieu Parish	Louisiana	5158	
Caldwell Parish	Louisiana	5160	
Cameron Parish	Louisiana	5161	
Catahoula Parish	Louisiana	5164	
Claiborne Parish	Louisiana	5163	
Concordia Parish	Louisiana	5162	
Covington City	Louisiana	5231	
De Soto Parish	Louisiana	5165	
Delhi Town	Louisiana	5214	
Donaldsonville City	Louisiana	5149	
East Carroll Parish	Louisiana	5171	
East Feliciana Parish	Louisiana	5172	
Eunice City	Louisiana	5143	
Evangeline Parish	Louisiana	5177	
Ferriday Town	Louisiana	5167	
Franklin City	Louisiana	5225	

Franklin Parish	Louisiana	5174
Gramercy Town	Louisiana	5218
Grant Parish	Louisiana	5178
Gretna City	Louisiana	5182
Iberia Parish	Louisiana	5175
Iberville Parish	Louisiana	5180
Jackson Parish	Louisiana	5181
Jean Lafitte Town	Louisiana	5183
Jefferson Davis Parish	Louisiana	5184
Jefferson Parish	Louisiana	5179
Kenner City	Louisiana	5187
Lafayette City	Louisiana	5186
Lafourche Parish	Louisiana	5189
Lake Charles City	Louisiana	5157
Lake Providence Town	Louisiana	5173
Lasalle Parish	Louisiana	5193
Lincoln Parish	Louisiana	5191
Livingston Parish	Louisiana	5194
Lutcher Town	Louisiana	5230
Madison Parish	Louisiana	5197
Madisonville Town	Louisiana	5237
Mandeville City	Louisiana	5236
Monroe City	Louisiana	5206
Morehouse Parish	Louisiana	5199
Morgan City	Louisiana	5226
Natchitoches City	Louisiana	5200
Natchitoches Parish	Louisiana	5195
New Iberia City	Louisiana	5176
New Orleans City	Louisiana	5205
New Roads City	Louisiana	5201
Opelousas City	Louisiana	5224
Ouachita Parish	Louisiana	5204
Patterson City	Louisiana	5232
Pearl River Town	Louisiana	5235
Pineville City	Louisiana	5213
Plaquemines Parish	Louisiana	5203
Pointe Coupee Parish	Louisiana	5210
Rapides Parish	Louisiana	5208
Red River Parish	Louisiana	5212
Richland Parish	Louisiana	5211
Richwood Town	Louisiana	5207
Sabine Parish	Louisiana	5215
Sheriff Of Acadia Parish	Louisiana	14184

Sheriff Of Allen Parish	Louisiana	13403	
Sheriff Of Ascension Parish	Louisiana	13405	
Sheriff Of Assumption Parish	Louisiana	13406	
Sheriff Of Avoyelles Parish	Louisiana	13408	
Sheriff Of Beauregard Parish	Louisiana	14183	
Sheriff Of Bienville Parish	Louisiana	13556	
Sheriff Of Bossier Parish	Louisiana	14158	
Sheriff Of Caddo Parish	Louisiana	14154	
Sheriff Of Calcasieu Parish	Louisiana	13411	
Sheriff Of Caldwell Parish	Louisiana	14156	
Sheriff Of Cameron Parish	Louisiana	14157	
Sheriff Of Catahoula Parish	Louisiana	13409	
Sheriff Of Claiborne Parish	Louisiana	14161	
Sheriff Of Concordia Parish	Louisiana	13412	
Sheriff Of De Soto Parish	Louisiana	14165	
Sheriff Of East Baton Rouge Parish	Louisiana	13415	
Sheriff Of East Carroll Parish	Louisiana	13416	
Sheriff Of East Feliciana Parish	Louisiana	14163	
Sheriff Of Evangeline Parish	Louisiana	13419	Allocations in Louisiana will be made in accordance with the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding.
Sheriff Of Franklin Parish	Louisiana	14164	
Sheriff Of Grant Parish	Louisiana	13417	
Sheriff Of Iberia Parish	Louisiana	13557	
Sheriff Of Iberville Parish	Louisiana	14169	

Sheriff Of Jackson Parish	Louisiana	13422
Sheriff Of Jefferson Davis Parish	Louisiana	13425
Sheriff Of Jefferson Parish	Louisiana	13423
Sheriff Of Lafayette Parish	Louisiana	13430
Sheriff Of Lafourche Parish	Louisiana	14168
Sheriff Of Lasalle Parish	Louisiana	14167
Sheriff Of Lincoln Parish	Louisiana	13429
Sheriff Of Livingston Parish	Louisiana	13433
Sheriff Of Madison Parish	Louisiana	14162
Sheriff Of Morehouse Parish	Louisiana	13436
Sheriff Of Natchitoches Parish	Louisiana	14166
Sheriff Of Orleans Parish	Louisiana	13440
Sheriff Of Ouachita Parish	Louisiana	13435
Sheriff Of Plaquemines Parish	Louisiana	14159
Sheriff Of Pointe Coupee Parish	Louisiana	14153
Sheriff Of Rapides Parish	Louisiana	13559
Sheriff Of Red River Parish	Louisiana	14155
Sheriff Of Richland Parish	Louisiana	13439
Sheriff Of Sabine Parish	Louisiana	13441
Sheriff Of St Helena Parish	Louisiana	14160
Sheriff Of St James Parish	Louisiana	14152
Sheriff Of St John The Baptist Parish	Louisiana	14170

Sheriff Of St Martin Parish	Louisiana	14171
Sheriff Of St. Bernard Parish	Louisiana	13442
Sheriff Of St. Charles Parish	Louisiana	13444
Sheriff Of St. Landry Parish	Louisiana	13445
Sheriff Of St. Mary Parish	Louisiana	13447
Sheriff Of St. Tammany Parish	Louisiana	13449
Sheriff Of Tangipahoa Parish	Louisiana	14172
Sheriff Of Tensas Parish	Louisiana	13455
Sheriff Of Terrebonne Parish	Louisiana	13458
Sheriff Of Union Parish	Louisiana	13460
Sheriff Of Vermilion Parish	Louisiana	14173
Sheriff Of Vernon Parish	Louisiana	13459
Sheriff Of Washington Parish	Louisiana	13462
Sheriff Of Webster Parish	Louisiana	14174
Sheriff Of West Baton Rouge Parish	Louisiana	14175
Sheriff Of West Carroll Parish	Louisiana	13561
Sheriff Of West Feliciana Parish	Louisiana	14176
Sheriff Of Winn Parish	Louisiana	14177
Shreveport City	Louisiana	5154
Slidell City	Louisiana	5238
St Bernard Parish	Louisiana	5217
St Charles Parish	Louisiana	5216
St Helena Parish	Louisiana	5219
St James Parish	Louisiana	5223
St John The Baptist Parish	Louisiana	5220
St Landry Parish	Louisiana	5227
St Martin Parish	Louisiana	5222

St Mary Parish	Louisiana	5228	
St Tammany Parish	Louisiana	5234	
St. Martinville City	Louisiana	5221	
Tangipahoa Parish	Louisiana	5239	
Tensas Parish	Louisiana	5242	
Terrebonne Parish Consolidated Government	Louisiana	5241	
Union Parish	Louisiana	5245	
Vermilion Parish	Louisiana	5243	
Vernon Parish	Louisiana	5246	
Washington Parish	Louisiana	5248	
Webster Parish	Louisiana	5247	
West Baton Rouge Parish	Louisiana	5250	
West Carroll Parish	Louisiana	5253	
West Feliciana Parish	Louisiana	5254	
West Monroe City	Louisiana	5202	
Westwego City	Louisiana	5185	
Winn Parish	Louisiana	5252	
Aberdeen City	Maryland	5639	0.0003727965290000000000
Allegany County	Maryland	5612	0.0161204114940000000000
Annapolis City	Maryland	5622	0.0024132309580000000000
Anne Arundel County	Maryland	5613	0.0958500951560000000000
Baltimore City	Maryland	5617	0.2099703343540000000000
Baltimore County	Maryland	5614	0.1775653944340000000000
Bel Air Town	Maryland	5636	0.0003223642800000000000
Berlin Town	Maryland	5671	0.0001092361860000000000
Bowie City	Maryland	5647	0.0002632709460000000000
Calvert County	Maryland	5615	0.0169483436880000000000
Cambridge City	Maryland	5631	0.0001967461850000000000
Caroline County	Maryland	5616	0.0058650178500000000000
Carroll County	Maryland	5618	0.0296055630010000000000
Cecil County	Maryland	5621	0.0379585776340000000000
Charles County	Maryland	5626	0.0196634091790000000000
Charlestown Town	Maryland	5623	0.0000138465870000000000
College Park City	Maryland	5649	0.0000503348450000000000
Cottage City Town	Maryland	5655	0.0000159720230000000000
Cumberland City	Maryland	5607	0.0016271324260000000000
Dorchester County	Maryland	5628	0.0039519131250000000000
Easton Town	Maryland	5662	0.0006301083700000000000
Elkton Town	Maryland	5627	0.0008841101600000000000
Forest Heights Town	Maryland	5652	0.0000148121820000000000
Frederick City	Maryland	5629	0.0015308892740000000000

Frederick County	Maryland	5633	0.0349573332120000000000
Frostburg City	Maryland	5619	0.0001946787410000000000
Gaithersburg City	Maryland	5645	0.0002439669140000000000
Garrett County	Maryland	5632	0.0035134346900000000000
Grantsville Town	Maryland	5637	0.0000022070760000000000
Greenbelt City	Maryland	5651	0.0003699380280000000000
Hagerstown City	Maryland	5666	0.0018293281740000000000
Harford County	Maryland	5638	0.0519581107200000000000
Havre De Grace City	Maryland	5641	0.0004580099310000000000
Howard County	Maryland	5648	0.0324872137440000000000
Hyattsville City	Maryland	5650	0.0001273775620000000000
Kent County	Maryland	5646	0.0046838521520000000000
Laurel City	Maryland	5654	0.0003005164800000000000
Montgomery County	Maryland	5640	0.0855743789580000000000
Mountain Lake Park Town	Maryland	5635	0.0000010044450000000000
New Carrollton City	Maryland	5653	0.0000627276890000000000
North Brentwood Town	Maryland	5658	0.0000006626860000000000
North East Town	Maryland	5624	0.0001838145220000000000
Oakland Town	Maryland	5634	0.0000117774530000000000
Perryville Town	Maryland	5620	0.0001841607850000000000
Prince Georges County	Maryland	5643	0.0713826506550000000000
Queen Annes County	Maryland	5657	0.0073817925350000000000
Rockville City	Maryland	5644	0.0006110458780000000000
Salisbury City	Maryland	5667	0.0013478066910000000000
Seat Pleasant City	Maryland	5656	0.0000401288080000000000
Somerset County	Maryland	5660	0.0038751288390000000000
St Marys County	Maryland	5659	0.0136845625110000000000
Takoma Park City	Maryland	5642	0.0001955964790000000000
Talbot County	Maryland	5664	0.0048968248500000000000
Upper Marlboro Town	Maryland	5661	0.0000094436950000000000
Vienna Town	Maryland	5630	0.0000015826760000000000
Washington County	Maryland	5663	0.0304744905050000000000
Westminster City	Maryland	5625	0.0004400875730000000000
Wicomico County	Maryland	5665	0.0166944224110000000000
Worcester County	Maryland	5668	0.0098760310640000000000
Ada Township	Michigan	5807	0.0000437602920000000000
Adrian City	Michigan	5821	0.0003396266600000000000
Alcona County	Michigan	5710	0.0009346301200000000000
Alger County	Michigan	5708	0.0008795261610000000000
Algoma Township	Michigan	5811	0.0000175353370000000000
Allegan County	Michigan	5712	0.0046165611940000000000
Allen Park City	Michigan	5955	0.0006422026090000000000

Allendale Charter Township	Michigan	5919	0.0000464749050000000000
Alpena County	Michigan	5716	0.0035525680750000000000
Alpine Charter Township	Michigan	5805	0.0000151938230000000000
Ann Arbor City	Michigan	5947	0.0027679777930000000000
Antrim County	Michigan	5713	0.0026667265460000000000
Antwerp Township	Michigan	5944	0.0000078474940000000000
Arenac County	Michigan	5714	0.0018055048910000000000
Auburn Hills City	Michigan	5890	0.0007032505560000000000
Bangor Charter Township	Michigan	5717	0.0000652823920000000000
Baraga County	Michigan	5719	0.0008300460650000000000
Barry County	Michigan	5715	0.0025871914760000000000
Bath Charter Township	Michigan	5741	0.0003214603320000000000
Battle Creek City	Michigan	5734	0.0020458170570000000000
Bay City	Michigan	5723	0.0006858636540000000000
Bay County	Michigan	5718	0.0123301056910000000000
Bedford Township	Michigan	5860	0.0002465424420000000000
Benton Charter Township	Michigan	5731	0.0005421171850000000000
Benzie County	Michigan	5721	0.0015597090020000000000
Berkley City	Michigan	5874	0.0002144833830000000000
Berrien County	Michigan	5722	0.0143530128660000000000
Beverly Hills Village	Michigan	5889	0.0002748934320000000000
Big Rapids City	Michigan	5857	0.0001464444510000000000
Birmingham City	Michigan	5879	0.0006160716510000000000
Blackman Charter Township	Michigan	13854	0.0000000000000000000000
Bloomfield Charter Township	Michigan	5895	0.0014314410400000000000
Branch County	Michigan	5730	0.0038230209660000000000
Brandon Charter Township	Michigan	5896	0.0001783481990000000000
Brighton Township	Michigan	5822	0.0000060493410000000000
Brownstown Charter Township	Michigan	5974	0.0006186013360000000000
Burton City	Michigan	5755	0.0001982874150000000000
Byron Township	Michigan	5810	0.0000858034730000000000
Cadillac City	Michigan	5987	0.0005928571840000000000
Caledonia Charter Township	Michigan	5806	0.0000275778300000000000
Calhoun County	Michigan	5729	0.0185054766050000000000
Cannon Township	Michigan	5812	0.0000330933950000000000

Canton Charter Township	Michigan	5977	0.0026353816720000000000
Cascade Charter Township	Michigan	5809	0.0001211863500000000000
Cass County	Michigan	5733	0.0041274553920000000000
Charlevoix County	Michigan	5736	0.0021428580410000000000
Cheboygan County	Michigan	5738	0.0031672388090000000000
Chesterfield Charter Township	Michigan	5843	0.0012625116440000000000
Chippewa County	Michigan	5740	0.0026802056920000000000
Clare County	Michigan	5739	0.0027998174330000000000
Clawson City	Michigan	5875	0.0001394973320000000000
Clinton Charter Township	Michigan	5844	0.0065243179430000000000
Clinton County	Michigan	5737	0.0054026690120000000000
Coldwater City	Michigan	5727	0.0000772835770000000000
Commerce Charter Township	Michigan	5899	0.0001988543620000000000
Comstock Charter Township	Michigan	5795	0.0000845186680000000000
Cooper Charter Township	Michigan	5798	0.0000095907660000000000
Crawford County	Michigan	5748	0.0028862532510000000000
Davison Township	Michigan	5759	0.0000884463550000000000
Dearborn City	Michigan	5954	0.0029965833190000000000
Dearborn Heights City	Michigan	5972	0.0010536201750000000000
Delhi Charter Township	Michigan	5777	0.0001967531050000000000
Delta Charter Township	Michigan	5746	0.0004055389220000000000
Delta County	Michigan	5744	0.0026044851580000000000
Detroit City	Michigan	5957	0.0713165322820000000000
Dewitt Charter Township	Michigan	5745	0.0003677017780000000000
Dickinson County	Michigan	5750	0.0027729291700000000000
East Bay Township	Michigan	5768	0.0000146467670000000000
East Grand Rapids City	Michigan	5801	0.0002073540590000000000
East Lansing City	Michigan	5742	0.0019287731410000000000
Eastpointe City	Michigan	5831	0.0016772498200000000000
Eaton County	Michigan	5752	0.0100403824090000000000
Egelston Township	Michigan	5870	0.0000592033050000000000
Emmet County	Michigan	5747	0.0018132565780000000000
Emmett Charter Township	Michigan	5732	0.0000813904060000000000

Escanaba City	Michigan	5743	0.0001810208480000000000
Farmington City	Michigan	5877	0.0002202472780000000000
Farmington Hills City	Michigan	5897	0.0016511895200000000000
Fenton Charter Township	Michigan	5760	0.0000185269540000000000
Fenton City	Michigan	5766	0.0004796071890000000000
Ferndale City	Michigan	5880	0.0008911313490000000000
Flat Rock City	Michigan	5866	0.0001717819670000000000
Flint Charter Township	Michigan	5761	0.0002557549030000000000
Flint City	Michigan	5754	0.0295481256150000000000
Flushing Charter Township	Michigan	5757	0.0000374311470000000000
Fort Gratiot Charter Township	Michigan	5942	0.0000944163810000000000
Fraser City	Michigan	5835	0.0008009068380000000000
Frenchtown Charter Township	Michigan	5862	0.0004888385340000000000
Fruitport Charter Township	Michigan	5876	0.0001292709620000000000
Gaines Township	Michigan	5815	0.0000899141310000000000
Garden City	Michigan	5959	0.0003602298200000000000
Garfield Charter Township	Michigan	5771	0.0000040665700000000000
Genesee Charter Township	Michigan	5762	0.0001294622450000000000
Genesee County	Michigan	5753	0.0205906790680000000000
Genoa Township	Michigan	5824	0.0000075616700000000000
Georgetown Charter Township	Michigan	5923	0.0000720269210000000000
Gladwin County	Michigan	5767	0.0021503077360000000000
Gogebic County	Michigan	5765	0.0007467226840000000000
Grand Blanc Charter Township	Michigan	5764	0.0002098336110000000000
Grand Haven Charter Township	Michigan	5921	0.0001127618500000000000
Grand Haven City	Michigan	5920	0.0003477289140000000000
Grand Rapids Charter Township	Michigan	5813	0.0000375682890000000000
Grand Rapids City	Michigan	5803	0.0134403101080000000000
Grand Traverse County	Michigan	5773	0.0092338019800000000000
Grandville City	Michigan	5802	0.0002780157430000000000
Gratiot County	Michigan	5769	0.0035251722030000000000
Green Oak Township	Michigan	5825	0.0003216953050000000000
Grosse Ile Township	Michigan	5983	0.0002142228910000000000

Grosse Pointe Park City	Michigan	5956	0.0002831115390000000000
Grosse Pointe Woods City	Michigan	5960	0.0002017492510000000000
Hamburg Township	Michigan	5826	0.0003393032080000000000
Hamtramck City	Michigan	5958	0.0010823453980000000000
Harper Woods City	Michigan	5961	0.0003021064750000000000
Harrison Charter Township	Michigan	5845	0.0012420493550000000000
Hartland Township	Michigan	5827	0.0000029166460000000000
Hazel Park City	Michigan	5881	0.0004399957570000000000
Highland Charter Township	Michigan	5898	0.0001759096270000000000
Highland Park City	Michigan	5962	0.0002339422740000000000
Hillsdale County	Michigan	5770	0.0041796783500000000000
Holland Charter Township	Michigan	5922	0.0001743272210000000000
Holland City	Michigan	5711	0.0009894686520000000000
Holly Township	Michigan	5900	0.0000244965520000000000
Houghton County	Michigan	5772	0.0024927201570000000000
Huron Charter Township	Michigan	5981	0.0004047269230000000000
Huron County	Michigan	5775	0.0017506615170000000000
Independence Charter Township	Michigan	5901	0.0004932009380000000000
Ingham County	Michigan	5776	0.0239108074300000000000
Inkster City	Michigan	5963	0.0009975672850000000000
Ionia City	Michigan	5782	0.0002684628550000000000
Ionia County	Michigan	5779	0.0054943125130000000000
Iosco County	Michigan	5780	0.0035979730060000000000
Iron County	Michigan	5783	0.0012347789750000000000
Iron Mountain City	Michigan	5749	0.0001028904300000000000
Isabella County	Michigan	5781	0.0064066292390000000000
Jackson City	Michigan	5786	0.0019759611310000000000
Jackson County	Michigan	5784	0.0064866012850000000000
Kalamazoo Charter Township	Michigan	5792	0.0003108609650000000000
Kalamazoo City	Michigan	5793	0.0022630631960000000000
Kalamazoo County	Michigan	5790	0.0222270723980000000000
Kalkaska County	Michigan	5797	0.0009837976920000000000
Kent County	Michigan	5799	0.0311452505370000000000
Kentwood City	Michigan	5804	0.0008504898600000000000
Keweenaw County	Michigan	5814	0.0000404399100000000000
Lake County	Michigan	5817	0.0008157508480000000000

Lansing City	Michigan	5751	0.0059449414360000000000
Lapeer County	Michigan	5819	0.0047307352990000000000
Leelanau County	Michigan	5818	0.0013858695000000000000
Lenawee County	Michigan	5820	0.0088237929540000000000
Lenox Township	Michigan	5842	0.0000668759180000000000
Leoni Township	Michigan	5788	0.0000543324100000000000
Lincoln Charter Township	Michigan	5728	0.0001066495340000000000
Lincoln Park City	Michigan	5965	0.0009493812730000000000
Livingston County	Michigan	5823	0.0149765368180000000000
Livonia City	Michigan	5966	0.0044797409660000000000
Luce County	Michigan	5828	0.0007151373520000000000
Lyon Charter Township	Michigan	5905	0.0000360243410000000000
Mackinac County	Michigan	5834	0.0005434900330000000000
Macomb County	Michigan	5836	0.0865110465510000000000
Macomb Township	Michigan	5850	0.0006465034890000000000
Madison Heights City	Michigan	5882	0.0008623672990000000000
Manistee County	Michigan	5847	0.0034954682540000000000
Marion Township	Michigan	5833	0.0000011882630000000000
Marquette City	Michigan	5848	0.0001873163450000000000
Marquette County	Michigan	5852	0.0060352741930000000000
Mason County	Michigan	5851	0.0027857703120000000000
Mecosta County	Michigan	5853	0.0019846587480000000000
Melvindale City	Michigan	5970	0.0003105429410000000000
Menominee County	Michigan	5856	0.0009442283530000000000
Meridian Charter Township	Michigan	5778	0.0004230781490000000000
Midland City	Michigan	5720	0.0018064208800000000000
Midland County	Michigan	5854	0.0032176018620000000000
Milford Charter Township	Michigan	5904	0.0000384074890000000000
Missaukee County	Michigan	5855	0.0005992272430000000000
Monitor Charter Township	Michigan	5725	0.0000263963870000000000
Monroe Charter Township	Michigan	5861	0.0000715436020000000000
Monroe City	Michigan	5858	0.0012560022780000000000
Monroe County	Michigan	5859	0.0171543939300000000000
Montcalm County	Michigan	5869	0.0069578341280000000000
Montmorency County	Michigan	5864	0.0009858481610000000000
Mount Clemens City	Michigan	5832	0.0003005674790000000000
Mount Morris Charter Township	Michigan	5756	0.0001487815940000000000

Mount Pleasant City	Michigan	5785	0.0002137885640000000000
Mundy Charter Township	Michigan	5758	0.0000901065540000000000
Muskegon Charter Township	Michigan	5872	0.0002156349330000000000
Muskegon City	Michigan	5868	0.0010446192330000000000
Muskegon County	Michigan	5863	0.0191003740320000000000
Muskegon Heights City	Michigan	5867	0.0002990421160000000000
New Baltimore City	Michigan	5837	0.0002870852370000000000
Newaygo County	Michigan	5873	0.0052318127210000000000
Niles City	Michigan	5726	0.0003485556050000000000
Niles Township	Michigan	5724	0.0001286802850000000000
Northville Charter Township	Michigan	5979	0.0009374105120000000000
Norton Shores City	Michigan	5871	0.0004193741210000000000
Novi City	Michigan	5894	0.0008758902820000000000
Oak Park City	Michigan	5883	0.0006201174620000000000
Oakland Charter Township	Michigan	5902	0.0001639384620000000000
Oakland County	Michigan	5878	0.0585357271140000000000
Oceana County	Michigan	5915	0.0024376421470000000000
Oceola Township	Michigan	5829	0.0000021604790000000000
Ogemaw County	Michigan	5912	0.0062312530160000000000
Ontonagon County	Michigan	5910	0.0005648708840000000000
Orion Charter Township	Michigan	5906	0.0002895802790000000000
Osceola County	Michigan	5916	0.0021551218640000000000
Oscoda County	Michigan	5914	0.0005866115240000000000
Oshtemo Charter Township	Michigan	5796	0.0000743284920000000000
Otsego County	Michigan	5918	0.0031792059880000000000
Ottawa County	Michigan	5917	0.0088613450940000000000
Owosso City	Michigan	5933	0.0003587611180000000000
Oxford Charter Township	Michigan	5908	0.0001318490870000000000
Park Township	Michigan	5926	0.0000414755640000000000
Pittsfield Charter Township	Michigan	5951	0.0002848203740000000000
Plainfield Charter Township	Michigan	5816	0.0000879888870000000000
Plymouth Charter Township	Michigan	5984	0.0003699083460000000000
Pontiac City	Michigan	5887	0.0033688147390000000000

Port Huron Charter Township	Michigan	5939	0.0000862478810000000000
Port Huron City	Michigan	5938	0.0015570980200000000000
Portage City	Michigan	5791	0.0005868954660000000000
Presque Isle County	Michigan	5929	0.0016298467950000000000
Redford Charter Township	Michigan	5982	0.0012666525540000000000
Riverview City	Michigan	5964	0.0002883907740000000000
Rochester City	Michigan	5884	0.0002385365590000000000
Rochester Hills City	Michigan	5891	0.0004038605720000000000
Romulus City	Michigan	5976	0.0010430545820000000000
Roscommon County	Michigan	5928	0.0043018366800000000000
Roseville City	Michigan	5839	0.0025535928020000000000
Royal Oak City	Michigan	5886	0.0015512635400000000000
Saginaw Charter Township	Michigan	5934	0.0004135270020000000000
Saginaw City	Michigan	5927	0.0025740509010000000000
Saginaw County	Michigan	5931	0.0180527643860000000000
Sanilac County	Michigan	5935	0.0038845852230000000000
Sault Ste. Marie City	Michigan	5735	0.0011028617300000000000
Schoolcraft County	Michigan	5936	0.0004718011580000000000
Scio Charter Township	Michigan	5950	0.0000307901410000000000
Shelby Charter Township	Michigan	5849	0.0030268607450000000000
Shiawassee County	Michigan	5932	0.0081260410300000000000
South Lyon City	Michigan	5888	0.0001547384000000000000
Southfield City	Michigan	5893	0.0023508376420000000000
Southfield Township	Michigan	5903	0.0000006650640000000000
Southgate City	Michigan	5973	0.0005308730360000000000
Spring Lake Township	Michigan	5925	0.0000621209000000000000
Springfield Charter Township	Michigan	5909	0.0000267134340000000000
St Clair County	Michigan	5937	0.0223552710100000000000
St Joseph County	Michigan	5943	0.0025489421580000000000
St. Clair Shores City	Michigan	5840	0.0020311040440000000000
Sterling Heights City	Michigan	5838	0.0105364597820000000000
Sturgis City	Michigan	5940	0.0003581199580000000000
Summit Township	Michigan	5789	0.0000879726220000000000
Superior Charter Township	Michigan	5948	0.0000724444200000000000
Taylor City	Michigan	5978	0.0022496241950000000000
Texas Charter Township	Michigan	5794	0.0000311100810000000000
Thomas Township	Michigan	5930	0.0000759563130000000000

Traverse City	Michigan	5774	0.000694748751000000000
Trenton City	Michigan	5969	0.000287924922000000000
Troy City	Michigan	5892	0.001410325234000000000
Tuscola County	Michigan	5941	0.004964109876000000000
Tyrone Township	Michigan	5830	0.000057576762000000000
Union Charter Township	Michigan	5787	0.000000306095000000000
Van Buren Charter Township	Michigan	5980	0.000769291491000000000
Van Buren County	Michigan	5945	0.004558652989000000000
Vienna Charter Township	Michigan	5763	0.000051656581000000000
Walker City	Michigan	5800	0.000344878971000000000
Warren City	Michigan	5841	0.013154129040000000000
Washington Township	Michigan	5846	0.000483326054000000000
Washtenaw County	Michigan	5949	0.026615292034000000000
Waterford Charter Township	Michigan	5907	0.001306353444000000000
Wayne City	Michigan	5967	0.000938477712000000000
Wayne County	Michigan	5953	0.114087527346000000000
West Bloomfield Charter Township	Michigan	5911	0.001567169672000000000
Westland City	Michigan	5971	0.003653116491000000000
Wexford County	Michigan	5985	0.003345381450000000000
White Lake Charter Township	Michigan	5913	0.000349824061000000000
Wixom City	Michigan	5885	0.000220746076000000000
Woodhaven City	Michigan	5975	0.000341752498000000000
Wyandotte City	Michigan	5968	0.000583665385000000000
Wyoming City	Michigan	5808	0.001526406854000000000
Ypsilanti Charter Township	Michigan	5952	0.000345854854000000000
Ypsilanti City	Michigan	5946	0.000536952762000000000
Zeeland Charter Township	Michigan	5924	0.000036753989000000000
Adams County	Mississippi	6363	0.008956021657626940000
Alcorn County	Mississippi	6372	0.000576303985551671000
Amite County	Mississippi	6367	0.002745886356198950000
Amory City	Mississippi	6463	0.002116578720565410000
Arcola Town	Mississippi	6515	0.000010555295667076400
Attala County	Mississippi	6373	0.004297320534158160000
Bay St. Louis City	Mississippi	6410	0.000311256105892825000
Benton County	Mississippi	6376	0.001960786050220740000
Biloxi City	Mississippi	6412	0.006644756011614500000

Bolivar County	Mississippi	6378	0.0050381057195479000000
Brandon City	Mississippi	6484	0.0055701554924526100000
Brookhaven City	Mississippi	6453	0.0046831090100835800000
Byram City	Mississippi	6421	0.0005459698574208520000
Caledonia Town	Mississippi	6457	0.0000299472761824010000
Calhoun County	Mississippi	6382	0.0041532206686674500000
Canton City	Mississippi	6456	0.0036080179305284600000
Carroll County	Mississippi	6379	0.0020316671971110700000
Centreville Town	Mississippi	14081	0.0001014408007884940000
Charleston City	Mississippi	6496	0.0004702917471796820000
Chickasaw County	Mississippi	6381	0.0051087712165030400000
Claiborne County	Mississippi	6388	0.0016466721789274200000
Clarke County	Mississippi	6384	0.0051136603664874000000
Clarksdale City	Mississippi	6389	0.0027735520283806900000
Clay County	Mississippi	6386	0.0018598177028148600000
Cleveland City	Mississippi	6375	0.0013745539639507100000
Clinton City	Mississippi	6418	0.0032360491214639600000
Coahoma County	Mississippi	6391	0.0042361090395715600000
Columbia City	Mississippi	6461	0.0016948986195033700000
Columbus City	Mississippi	6452	0.0070396198679698100000
Copiah County	Mississippi	6395	0.0072173511568719900000
Corinth City	Mississippi	6370	0.0157646662446243000000
Covington County	Mississippi	6393	0.0061543463187342100000
Desoto County	Mississippi	6397	0.0224487939025045000000
Diamondhead City	Mississippi	6406	0.0000017005023686986100
D'Iberville City	Mississippi	6416	0.0004480074317822520000
Forrest County	Mississippi	6399	0.0305159516967070000000
Franklin County	Mississippi	6400	0.0025731545103409100000
Gautier City	Mississippi	6433	0.0013175846705548200000
George County	Mississippi	6403	0.0103697513727650000000
Greene County	Mississippi	6402	0.0029451875191484400000
Greenville City	Mississippi	6514	0.0008404974985153170000
Greenwood City	Mississippi	6454	0.0059235998569269300000
Grenada City	Mississippi	6409	0.0005592742708234350000
Grenada County	Mississippi	6407	0.0052566079071545600000
Gulfport City	Mississippi	6415	0.0833885656343728000000
Hancock County	Mississippi	6408	0.0240513797800086000000
Harrison County	Mississippi	6411	0.0128324028715450000000
Hattiesburg City	Mississippi	6401	0.0032342761873186000000
Hernando City	Mississippi	6392	0.0044217946617601600000
Hinds County	Mississippi	6417	0.0208841063426677000000
Holly Springs City	Mississippi	6464	0.0016281921812472800000
Holmes County	Mississippi	6419	0.0033241361243159300000
Horn Lake City	Mississippi	6398	0.0065196892595573200000

Humphreys County	Mississippi	6420	0.0013736814888053800000
Indianola City	Mississippi	6491	0.0002320238963392310000
Issaquena County	Mississippi	6424	0.0001756850896935790000
Itawamba County	Mississippi	6427	0.0105165081713815000000
Iuka City	Mississippi	6501	0.0028542904906194500000
Jackson City	Mississippi	6422	0.0269350446772121000000
Jackson County	Mississippi	6423	0.0765514849630983000000
Jasper County	Mississippi	6435	0.0039220972313282500000
Jefferson County	Mississippi	6429	0.0009851488343646300000
Jefferson Davis County	Mississippi	6434	0.0035140524248720300000
Jones County	Mississippi	6431	0.0222324729012432000000
Jonestown Town	Mississippi	6390	0.0000933317260927384000
Kemper County	Mississippi	6432	0.0022232675379924600000
Kosciusko City	Mississippi	6374	0.0004085534752995830000
Lafayette County	Mississippi	6439	0.0070486557407098400000
Lamar County	Mississippi	6436	0.0131040239405016000000
Lauderdale County	Mississippi	6438	0.0147057603905307000000
Laurel City	Mississippi	6430	0.0014855722299818200000
Lawrence County	Mississippi	6437	0.0034282108101323800000
Leake County	Mississippi	6442	0.0057974186413293300000
Leakesville Town	Mississippi	6405	0.0000983476321922200000
Lee County	Mississippi	6445	0.0147575343447921000000
Leflore County	Mississippi	6446	0.0010182123263860300000
Lincoln County	Mississippi	6450	0.0057401349277616900000
Long Beach City	Mississippi	6414	0.0013904593387220200000
Lowndes County	Mississippi	6451	0.0093892496999896000000
Lumberton City	Mississippi	6443	0.0003977956999391970000
Madison City	Mississippi	6459	0.0057254674798324700000
Madison County	Mississippi	6455	0.0107874641851182000000
Marion County	Mississippi	6458	0.0162725468275078000000
Marshall County	Mississippi	6460	0.0062803612695149100000
Mccomb City	Mississippi	6477	0.0111306693194920000000
Mclain Town	Mississippi	6413	0.0000445801556419426000
Meridian City	Mississippi	6441	0.0111630397694030000000
Monroe County	Mississippi	6468	0.0081299348040210000000
Morton City	Mississippi	6486	0.0006067105454591520000
Moss Point City	Mississippi	6425	0.0000328379656697088000
Mound Bayou City	Mississippi	6380	0.0001409424955551360000
Natchez City	Mississippi	6371	0.0010924088759952100000
Neshoba County	Mississippi	6466	0.0101851736284899000000
Nettleton City	Mississippi	6449	0.0003078139470588460000
New Albany City	Mississippi	6504	0.0027290426591206200000
Newton County	Mississippi	6467	0.0054572935069062000000
Noxubee County	Mississippi	6471	0.0018481281907743600000

Ocean Springs City	Mississippi	6426	0.0011965691628182700000
Oktibbeha County	Mississippi	6472	0.0078753434487807300000
Olive Branch City	Mississippi	6394	0.0109095497074613000000
Oxford City	Mississippi	6440	0.0060041111464072700000
Panola County	Mississippi	6470	0.0112554809139241000000
Pascagoula City	Mississippi	6428	0.0024955059244693200000
Pearl City	Mississippi	6485	0.0119557338961910000000
Pearl River County	Mississippi	6476	0.0305389981931780000000
Perry County	Mississippi	6478	0.0036906791286741500000
Petal City	Mississippi	6404	0.0002718531809351650000
Philadelphia City	Mississippi	6469	0.0011539775912568800000
Picayune City	Mississippi	6474	0.0058905199028621300000
Pike County	Mississippi	6475	0.0010947266948722700000
Pontotoc County	Mississippi	6479	0.0114840807588676000000
Prentiss County	Mississippi	6480	0.0079769011288402700000
Quitman City	Mississippi	6383	0.0008794460779561470000
Quitman County	Mississippi	6483	0.0021374901240077700000
Rankin County	Mississippi	6482	0.0346676628198758000000
Ridgeland City	Mississippi	6462	0.0071366406794998700000
Scott County	Mississippi	6489	0.0063180669839053900000
Shannon Town	Mississippi	6444	0.0002936518741476110000
Shubuta Town	Mississippi	6385	0.0000614896988700308000
Simpson County	Mississippi	6490	0.0091962533994828400000
Smith County	Mississippi	6487	0.0038715151095801800000
Southaven City	Mississippi	6396	0.0155622587422523000000
Starkville City	Mississippi	6473	0.0010065886604952900000
Stone County	Mississippi	6493	0.0056470517746790200000
Summit Town	Mississippi	6481	0.0000511335910947403000
Sunflower County	Mississippi	6495	0.0046553248117964800000
Tallahatchie County	Mississippi	6494	0.0026078296109109400000
Tate County	Mississippi	6500	0.0115580303818734000000
Tippah County	Mississippi	6498	0.0066724463768613500000
Tishomingo County	Mississippi	6499	0.0131846718635255000000
Tunica County	Mississippi	6502	0.0017887027985511400000
Tupelo City	Mississippi	6447	0.0147748768332854000000
Union County	Mississippi	6503	0.0049560486686806100000
Verona City	Mississippi	6448	0.0006139191597153650000
Vicksburg City	Mississippi	6507	0.0073374085884565900000
Walthall County	Mississippi	6505	0.0049491528271775000000
Warren County	Mississippi	6508	0.0056046643292176600000
Washington County	Mississippi	6511	0.0092012939976354900000
Wayne County	Mississippi	6506	0.0094159161429347500000
Waynesboro City	Mississippi	6509	0.0001346211710690030000
Webb Town	Mississippi	6497	0.0001203883137997590000

West Point City	Mississippi	6387	0.002116244546548720000
Wiggins City	Mississippi	6492	0.001726424580147600000
Winston County	Mississippi	6512	0.005339311905803560000
Yalobusha County	Mississippi	6516	0.002986267899816420000
Yazoo City	Mississippi	6521	0.002539988955269490000
Yazoo County	Mississippi	6517	0.004223639239019250000
Adair County	Missouri	6177	
Andrew County	Missouri	6176	
Arnold City	Missouri	6258	
Atchison County	Missouri	6182	
Audrain County	Missouri	6183	
Ballwin City	Missouri	6331	
Barry County	Missouri	6175	
Barton County	Missouri	6178	
Bates County	Missouri	6181	
Bellefontaine Neighbors City	Missouri	6333	
Belton City	Missouri	6200	
Benton County	Missouri	6186	
Blue Springs City	Missouri	6245	
Bolivar City	Missouri	6304	
Bollinger County	Missouri	6184	
Boone County	Missouri	6185	
Branson City	Missouri	6359	
Bridgeton City	Missouri	6334	
Buchanan County	Missouri	6189	
Butler County	Missouri	6188	
Caldwell County	Missouri	6192	
Callaway County	Missouri	6193	
Camden County	Missouri	6197	
Cape Girardeau City	Missouri	6319	
Cape Girardeau County	Missouri	6195	
Carroll County	Missouri	6201	
Carter County	Missouri	6202	
Carthage City	Missouri	6255	
Cass County	Missouri	6199	
Cedar County	Missouri	6210	
Chariton County	Missouri	6207	
Chesterfield City	Missouri	6351	
Christian County	Missouri	6204	

Citizens Memorial Hospital District D/B/A Citizens Memorial Hospital	Missouri	13496
Clark County	Missouri	6217
Clay County	Missouri	6213
Clayton City	Missouri	6336
Clinton County	Missouri	6214
Cole County	Missouri	6222
Columbia City	Missouri	6187
Cooper County	Missouri	6219
Crawford County	Missouri	6221
Crestwood City	Missouri	6339
Creve Coeur City	Missouri	6335
Dade County	Missouri	6224
Dallas County	Missouri	6223
Dardenne Prairie City	Missouri	6324
Daviess County	Missouri	6225
De Kalb County	Missouri	6226
Dent County	Missouri	6227
Douglas County	Missouri	6229
Dunklin County	Missouri	6228
Eureka City	Missouri	6342
Excelsior Springs City	Missouri	6220
Farmington City	Missouri	6330
Ferguson City	Missouri	6338
Festus City	Missouri	6257
Florissant City	Missouri	6337
Franklin County	Missouri	6230
Fulton City	Missouri	6194
Gasconade County	Missouri	6234
Gentry County	Missouri	6232
Gladstone City	Missouri	6212
Grain Valley City	Missouri	6246
Grandview City	Missouri	6248
Greene County	Missouri	6236
Grundy County	Missouri	6239
Hannibal City	Missouri	6277
Harrison County	Missouri	6238
Harrisonville City	Missouri	6206
Hazelwood City	Missouri	6341
Henry County	Missouri	6240
Hickory County	Missouri	6242
Holt County	Missouri	6243

Howard County	Missouri	6244
Howell County	Missouri	6241
Independence City	Missouri	6252
Iron County	Missouri	6250
Jackson City	Missouri	6198
Jackson County	Missouri	6249
Jasper County	Missouri	6253
Jefferson City	Missouri	6196
Jefferson County	Missouri	6259
Jennings City	Missouri	6340
Johnson County	Missouri	6260
Joplin City	Missouri	6261
Kansas City	Missouri	6203
Kearney City	Missouri	6218
Kennett City	Missouri	6231
Kinloch Fire Protection District	Missouri	13136
Kirksville City	Missouri	6179
Kirkwood City	Missouri	6344
Knox County	Missouri	6269
Laclede County	Missouri	6266
Lafayette County	Missouri	6268
Lake St. Louis City	Missouri	6327
Lawrence County	Missouri	6263
Lebanon City	Missouri	6262
Lee'S Summit City	Missouri	6251
Lewis County	Missouri	6267
Liberty City	Missouri	6211
Lincoln County	Missouri	6265
Linn County	Missouri	6270
Livingston County	Missouri	6273
Macon County	Missouri	6271
Madison County	Missouri	6275
Manchester City	Missouri	6345
Maries County	Missouri	6272
Marion County	Missouri	6278
Marshall City	Missouri	6315
Maryland Heights City	Missouri	6352
Maryville City	Missouri	6288
Mcdonald County	Missouri	6274
Mercer County	Missouri	6279
Mexico City	Missouri	6180
Miller County	Missouri	6280
Mississippi County	Missouri	6283

Allocations in Missouri will be made in accordance with the Memorandum of Understanding Between the State of Missouri and its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation and with the ancillary Memorandum of Understanding Between the Litigating Subdivisions of the State of Missouri.

Moberly City	Missouri	6313
Moniteau County	Missouri	6281
Monroe County	Missouri	6282
Montgomery County	Missouri	6285
Morgan County	Missouri	6284
Neosho City	Missouri	6290
New Madrid County	Missouri	6289
Newton County	Missouri	6286
Nixa City	Missouri	6208
Nodaway County	Missouri	6294
Northeast Ambulance And Fire Protection District	Missouri	13135
O'Fallon City	Missouri	6323
Oregon County	Missouri	6291
Osage County	Missouri	6293
Overland City	Missouri	6349
Ozark City	Missouri	6209
Ozark County	Missouri	6292
Pemiscot County	Missouri	6297
Perry County	Missouri	6296
Pettis County	Missouri	6295
Phelps County	Missouri	6298
Pike County	Missouri	6300
Platte County	Missouri	6301
Polk County	Missouri	6302
Poplar Bluff City	Missouri	6191
Pulaski County	Missouri	6307
Putnam County	Missouri	6305
Ralls County	Missouri	6306
Randolph County	Missouri	6310
Ray County	Missouri	6308
Raymore City	Missouri	6205
Raytown City	Missouri	6254
Republic City	Missouri	6237
Reynolds County	Missouri	6309
Ripley County	Missouri	6311
Rolla City	Missouri	6299
Saline County	Missouri	6312
Schuyler County	Missouri	6314
Scotland County	Missouri	6316
Scott County	Missouri	6318
Sedalia City	Missouri	6303
Shannon County	Missouri	6321

Shelby County	Missouri	6322	
Sikeston City	Missouri	6287	
Smithville City	Missouri	6215	
Springfield City	Missouri	6216	
St Charles County	Missouri	6320	
St Clair County	Missouri	6328	
St Francois County	Missouri	6329	
St Louis County	Missouri	6332	
St. Ann City	Missouri	6343	
St. Charles City	Missouri	6317	
St. Joseph City	Missouri	6190	
St. Louis City	Missouri	6354	
St. Peters City	Missouri	6325	
Ste Genevieve County	Missouri	6353	
Stoddard County	Missouri	6358	
Stone County	Missouri	6357	
Sullivan County	Missouri	6355	
Taney County	Missouri	6356	
Texas County	Missouri	6361	
Town And Country City	Missouri	6350	
Troy City	Missouri	6276	
Union City	Missouri	6235	
University City	Missouri	6347	
Vernon County	Missouri	6362	
Warren County	Missouri	6368	
Warrensburg City	Missouri	6264	
Washington City	Missouri	6233	
Washington County	Missouri	6360	
Wayne County	Missouri	6364	
Webb City	Missouri	6256	
Webster County	Missouri	6365	
Webster Groves City	Missouri	6346	
Wentzville City	Missouri	6326	
West Plains City	Missouri	6247	
Wildwood City	Missouri	6348	
Worth County	Missouri	6366	
Wright County	Missouri	6369	
Anaconda-Deer Lodge County	Montana	6534	0.0144801905140000000000
Beaverhead County	Montana	6522	0.0068414802250000000000
Big Horn County	Montana	6518	0.0085049036090000000000
Billings City	Montana	6582	0.0913311424130000000000
Blaine County	Montana	6520	0.0036910943370000000000

Bozeman City	Montana	6538	0.0201618865070000000000
Broadwater County	Montana	6523	0.0041432512640000000000
Butte-Silver Bow	Montana	6569	0.0561012604340000000000
Carbon County	Montana	6519	0.0071053605220000000000
Carter County	Montana	6524	0.0003746791040000000000
Cascade County	Montana	6525	0.0389930504800000000000
Chouteau County	Montana	6527	0.0040530634240000000000
Custer County	Montana	6530	0.0151390564500000000000
Daniels County	Montana	6532	0.0017876029080000000000
Dawson County	Montana	6528	0.0078006821330000000000
Fallon County	Montana	6533	0.0015435820110000000000
Fergus County	Montana	6535	0.0086670276690000000000
Flathead County	Montana	6529	0.0801417853690000000000
Gallatin County	Montana	6537	0.0402055727170000000000
Garfield County	Montana	6536	0.0003988385990000000000
Glacier County	Montana	6540	0.0152307093670000000000
Golden Valley County	Montana	6541	0.0002643036480000000000
Granite County	Montana	6539	0.0018313982370000000000
Great Falls City	Montana	6526	0.0435777797840000000000
Helena City	Montana	6548	0.0173606550420000000000
Hill County	Montana	6543	0.0184385329220000000000
Jefferson County	Montana	6542	0.0077708430870000000000
Judith Basin County	Montana	6544	0.0006148042280000000000
Kalispell City	Montana	6531	0.0247354327100000000000
Lake County	Montana	6546	0.0361750990640000000000
Lewis And Clark County	Montana	6545	0.0493267123340000000000
Liberty County	Montana	6547	0.0012103959730000000000
Lincoln County	Montana	6549	0.0219155976240000000000
Madison County	Montana	6550	0.0054980476730000000000
Mccone County	Montana	6552	0.0008230353940000000000
Meagher County	Montana	6551	0.0009120863730000000000
Mineral County	Montana	6555	0.0075469099140000000000
Missoula City	Montana	6554	0.0443125585750000000000
Missoula County	Montana	6553	0.0802728336290000000000
Musselshell County	Montana	6559	0.0038955105940000000000
Park County	Montana	6558	0.0208318356530000000000
Petroleum County	Montana	6556	0.0001447429220000000000
Phillips County	Montana	6557	0.0020856223470000000000
Pondera County	Montana	6563	0.0040038739480000000000
Powder River County	Montana	6565	0.0015043864520000000000
Powell County	Montana	6562	0.0088727234900000000000
Prairie County	Montana	6560	0.0005720696530000000000
Ravalli County	Montana	6561	0.0369068192700000000000

Richland County	Montana	6564	0.0075415252810000000000
Roosevelt County	Montana	6566	0.0081829767820000000000
Rosebud County	Montana	6567	0.0056419819490000000000
Sanders County	Montana	6568	0.0106791345580000000000
Sheridan County	Montana	6574	0.0027003552250000000000
Stillwater County	Montana	6571	0.0050556040140000000000
Sweet Grass County	Montana	6570	0.0028365407660000000000
Teton County	Montana	6573	0.0057359038320000000000
Toole County	Montana	6572	0.0032580404870000000000
Treasure County	Montana	6575	0.0002265541380000000000
Valley County	Montana	6576	0.0055982912680000000000
Wheatland County	Montana	6580	0.0007209985080000000000
Wibaux County	Montana	6577	0.0006303730470000000000
Yellowstone County	Montana	6578	0.0730908895500000000000
Adams County	Nebraska	6832	0.0071304102640000000000
Antelope County	Nebraska	6834	0.0024063398000000000000
Arthur County	Nebraska	6833	0.0001108312780000000000
Banner County	Nebraska	6836	0.0001836746060000000000
Beatrice City	Nebraska	6873	0.0092482053820000000000
Bellevue City	Nebraska	6920	0.0247878800230000000000
Blaine County	Nebraska	6840	0.0001236409970000000000
Boone County	Nebraska	6838	0.0025334075070000000000
Box Butte County	Nebraska	6837	0.0074925336200000000000
Boyd County	Nebraska	6839	0.0009028474330000000000
Brown County	Nebraska	6844	0.0013751353540000000000
Buffalo County	Nebraska	6842	0.0096303203320000000000
Burt County	Nebraska	6841	0.0033656617700000000000
Butler County	Nebraska	6846	0.0028998056720000000000
Cass County	Nebraska	6851	0.0123563393440000000000
Cedar County	Nebraska	6845	0.0035025880090000000000
Chase County	Nebraska	6848	0.0017078988140000000000
Cherry County	Nebraska	6847	0.0030821615580000000000
Cheyenne County	Nebraska	6850	0.0074082630230000000000
Clay County	Nebraska	6852	0.0017729719910000000000
Colfax County	Nebraska	6849	0.0026704759130000000000
Columbus City	Nebraska	6911	0.0072912940610000000000
Cuming County	Nebraska	6853	0.0040198839780000000000
Custer County	Nebraska	6857	0.0048481379610000000000
Dakota County	Nebraska	6854	0.0039409176730000000000
Dawes County	Nebraska	6856	0.0065772931640000000000
Dawson County	Nebraska	6858	0.0075403163730000000000
Deuel County	Nebraska	6861	0.0015000558520000000000
Dixon County	Nebraska	6860	0.0021445714990000000000
Dodge County	Nebraska	6865	0.0183179963300000000000

Douglas County	Nebraska	6866	0.1491191114550000000000
Dundy County	Nebraska	6867	0.0015136303300000000000
Fillmore County	Nebraska	6868	0.0035414436670000000000
Franklin County	Nebraska	6863	0.0016301629870000000000
Fremont City	Nebraska	6864	0.0014769463930000000000
Frontier County	Nebraska	6862	0.0007326492600000000000
Furnas County	Nebraska	6871	0.0023154265810000000000
Gage County	Nebraska	6870	0.0053906513800000000000
Garden County	Nebraska	6872	0.0011321183640000000000
Garfield County	Nebraska	6876	0.0011044791770000000000
Gosper County	Nebraska	6874	0.0005285810720000000000
Grand Island City	Nebraska	6879	0.0150528611960000000000
Grant County	Nebraska	6881	0.0001670754060000000000
Greeley County	Nebraska	6875	0.0010069968720000000000
Hall County	Nebraska	6878	0.0130232143970000000000
Hamilton County	Nebraska	6877	0.0032855532280000000000
Harlan County	Nebraska	6880	0.0018311574310000000000
Hastings City	Nebraska	6835	0.0077381586350000000000
Hayes County	Nebraska	6884	0.0004642089240000000000
Hitchcock County	Nebraska	6883	0.0014287273360000000000
Holt County	Nebraska	6882	0.0043190862690000000000
Hooker County	Nebraska	6885	0.0001953911110000000000
Howard County	Nebraska	6886	0.0031175905050000000000
Jefferson County	Nebraska	6890	0.0046215878090000000000
Johnson County	Nebraska	6887	0.0036742813850000000000
Kearney City	Nebraska	6843	0.0131286629460000000000
Kearney County	Nebraska	6891	0.0032840874390000000000
Keith County	Nebraska	6888	0.0055861209280000000000
Keya Paha County	Nebraska	6894	0.0002077007950000000000
Kimball County	Nebraska	6889	0.0020745175820000000000
Knox County	Nebraska	6892	0.0042621803290000000000
La Vista City	Nebraska	6928	0.0069485397060000000000
Lancaster County	Nebraska	6896	0.0795305993400000000000
Lexington City	Nebraska	6859	0.0026722358400000000000
Lincoln City	Nebraska	6895	0.0895849934370000000000
Lincoln County	Nebraska	6893	0.0075884618950000000000
Logan County	Nebraska	6897	0.0001922536370000000000
Loup County	Nebraska	6898	0.0001630702240000000000
Madison County	Nebraska	6899	0.0101980855150000000000
Mcpherson County	Nebraska	6900	0.0001336515010000000000
Merrick County	Nebraska	6904	0.0055711492930000000000
Morrill County	Nebraska	6903	0.0026408071730000000000
Nance County	Nebraska	6907	0.0018202203920000000000
Nemaha County	Nebraska	6905	0.0058621402250000000000

Norfolk City	Nebraska	6901	0.0068559646070000000000
North Platte City	Nebraska	6902	0.0126687141240000000000
Nuckolls County	Nebraska	6908	0.0026062410300000000000
Omaha City	Nebraska	6869	0.1678360327330000000000
Otoe County	Nebraska	6909	0.0081145378900000000000
Papillion City	Nebraska	6922	0.0119434526350000000000
Pawnee County	Nebraska	6912	0.0024493035880000000000
Perkins County	Nebraska	6906	0.0009387421000000000000
Phelps County	Nebraska	6910	0.0044531642700000000000
Pierce County	Nebraska	6913	0.0027916069310000000000
Platte County	Nebraska	6917	0.0050546327900000000000
Polk County	Nebraska	6914	0.0021260358900000000000
Red Willow County	Nebraska	6919	0.0067822829850000000000
Region 1 - Behavioral Health Authority	Nebraska	14709	0.0000000000000000000000
Region 2 - Human Services	Nebraska	14710	0.0000000000000000000000
Region 3 - Behavioral Health Services	Nebraska	14711	0.0000000000000000000000
Region 4 - Behavioral Health Systems	Nebraska	14712	0.0000000000000000000000
Region 5 - Systems	Nebraska	14713	0.0000000000000000000000
Region 6 - Behavioral Healthcare	Nebraska	14714	0.0000000000000000000000
Richardson County	Nebraska	6918	0.0067806407130000000000
Rock County	Nebraska	6915	0.0004206323480000000000
Saline County	Nebraska	6916	0.0064314153180000000000
Sarpy County	Nebraska	6921	0.0412050964070000000000
Saunders County	Nebraska	6923	0.0091473404870000000000
Scotts Bluff County	Nebraska	6925	0.0184289256540000000000
Scottsbluff City	Nebraska	6926	0.0051595371830000000000
Seward County	Nebraska	6930	0.0076374506140000000000
Sheridan County	Nebraska	6924	0.0018140925130000000000
Sherman County	Nebraska	6929	0.0011982602430000000000
Sioux County	Nebraska	6931	0.0003557307520000000000
South Sioux City	Nebraska	6855	0.0044313686280000000000
Stanton County	Nebraska	6933	0.0021620629180000000000
Thayer County	Nebraska	6934	0.0020595753610000000000
Thomas County	Nebraska	6927	0.0001735709580000000000
Thurston County	Nebraska	6936	0.0025641596570000000000
Valley County	Nebraska	6932	0.0031039571990000000000
Washington County	Nebraska	6935	0.0078785557060000000000
Wayne County	Nebraska	6937	0.0035100346080000000000
Webster County	Nebraska	6942	0.0016523557150000000000

Wheeler County	Nebraska	6938	0.0002101568490000000000
York County	Nebraska	6939	0.0083219396450000000000
Boulder City	Nevada	7297	0.0014786604520000000000
Carson City	Nevada	7296	0.0181460075370000000000
Central Lyon County Fire Protection District	Nevada	13500	0.0001509226180000000000
Churchill County	Nevada	7305	0.0070130519880000000000
Clark County	Nevada	7300	0.6692480268340000000000
Douglas County	Nevada	7301	0.0166014624720000000000
Elko County	Nevada	7313	0.0108257452250000000000
Ely City	Nevada	7327	0.0000661728070000000000
Esmeralda County	Nevada	7304	0.0004972914480000000000
Eureka County	Nevada	7306	0.0010335736230000000000
Fernley City	Nevada	7314	0.0001445069910000000000
Henderson City	Nevada	7303	0.0230206439740000000000
Humboldt County	Nevada	7309	0.0101927247310000000000
Lander County	Nevada	7310	0.0036274387910000000000
Las Vegas City	Nevada	7307	0.0472069707730000000000
Lincoln County	Nevada	7311	0.0023732842190000000000
Lyon County	Nevada	7312	0.0157213968720000000000
Mesquite City	Nevada	7302	0.0014650695440000000000
Mineral County	Nevada	7316	0.0059929302530000000000
North Las Vegas City	Nevada	7299	0.0242588668920000000000
North Lyon County Fire Protection District	Nevada	13504	0.0000518291500000000000
Nye County	Nevada	7317	0.0160168415760000000000
Pershing County	Nevada	7315	0.0036244987910000000000
Reno City	Nevada	7321	0.0135628633830000000000
Sparks City	Nevada	7322	0.0042532292180000000000
Storey County	Nevada	7320	0.0012639086200000000000
Washoe County	Nevada	7318	0.0911394888280000000000
West Wendover City	Nevada	7319	0.0005640157940000000000
White Pine County	Nevada	7325	0.0104585765940000000000
Alamance County	North Carolina	6581	0.00013780289676124900
Alexander County	North Carolina	6584	0.00510007879580514
Alleghany County	North Carolina	6591	0.00149090598929352
Anson County	North Carolina	6586	0.00182192960366522
Ashe County	North Carolina	6589	0.00338639188321974
Asheville City	North Carolina	6600	0.00235814724255298
Avery County	North Carolina	6588	0.0026599676693500602
Beaufort County	North Carolina	6592	.004778884348878579
Bertie County	North Carolina	6590	0.00139468575095652
Bladen County	North Carolina	6597	0.00429217809476617
Brunswick County	North Carolina	6594	0.021132385075912

Buncombe County	North Carolina	6598	0.0251158785732273
Burke County	North Carolina	6595	0.0209019682704727
Cabarrus County	North Carolina	6602	0.0189702931691348
Caldwell County	North Carolina	6605	0.0127630114619465
Camden County	North Carolina	6607	0.000730364004126626
Canton Town	North Carolina	6669	0.00011453823221205001
Carteret County	North Carolina	6609	0.011284655938523
Cary Town	North Carolina	6619	0
Caswell County	North Carolina	6608	0.00172920237524674
Catawba County	North Carolina	6610	0.0207269522269969
Charlotte City	North Carolina	6694	0
Chatham County	North Carolina	6611	0.00451520271642446
Cherokee County	North Carolina	6617	0.00782759152904478
Chowan County	North Carolina	6612	0.00113705596126821
Clay County	North Carolina	6614	0.00224429948904576
Cleveland County	North Carolina	6616	0.011199280277491199
Columbus County	North Carolina	6623	0.012209369389860501
Concord City	North Carolina	6601	0
Craven County	North Carolina	6622	0.0133686019024719
Cumberland County	North Carolina	6625	0.0263729965963461
Currituck County	North Carolina	6631	0.00186778551294444
Dare County	North Carolina	6630	0.00533126731273811
Davidson County	North Carolina	6634	0.019402695303932502
Davie County	North Carolina	6639	0.00513147526867745
Duplin County	North Carolina	6635	0.00382785147396895
Durham City	North Carolina	6642	0.00380405026684971
Durham County	North Carolina	6638	0.0179960277166275
Edgecombe County	North Carolina	6643	0.004171019390266689
Fayetteville City	North Carolina	6624	0.00309769055181433
Forsyth County	North Carolina	6646	0.0306845080948474
Franklin County	North Carolina	6654	0.00500503643290578
Gaston County	North Carolina	6652	0.0335593771069755
Gastonia City	North Carolina	6651	0
Gates County	North Carolina	6657	0.000795675166324135
Graham County	North Carolina	6655	0.00183484561708488
Granville County	North Carolina	6659	0.0059010340934014605
Greene County	North Carolina	6658	0.00123274818647799
Greensboro City	North Carolina	6660	0.00527391696384329
Greenville City	North Carolina	6720	0.00162656474659432
Guilford County	North Carolina	6662	0.033750152311479
Halifax County	North Carolina	6665	0.00453161173976264
Harnett County	North Carolina	6666	0.0098898077219889
Haywood County	North Carolina	6667	0.008033151101110449
Henderson City	North Carolina	6749	0.00032253478794180504

Henderson County	North Carolina	6673	0.013815950870409299
Hertford County	North Carolina	6670	0.00206843050128754
Hickory City	North Carolina	6599	0.0009487583568231479
High Point City	North Carolina	6633	0.0020642876290585897
Hoke County	North Carolina	6672	0.0033248580457015697
Hyde County	North Carolina	6675	0.000272373540856031
Iredell County	North Carolina	6674	0.021159313745400202
Jackson County	North Carolina	6679	0.005077577313306741
Jacksonville City	North Carolina	6714	0.0009500986978383951
Johnston County	North Carolina	6678	0.0125088746821767
Jones County	North Carolina	6680	0.000879669869946305
Lee County	North Carolina	6684	0.00653115683614534
Lenoir County	North Carolina	6686	0.00604282592625687
Lincoln County	North Carolina	6689	0.00926833627125253
Macon County	North Carolina	6688	0.00466767666100745
Madison County	North Carolina	6693	0.00237776496104888
Martin County	North Carolina	6692	0.00232882220579515
Mcdowell County	North Carolina	6691	0.00587544576492856
Mecklenburg County	North Carolina	6695	0.06285785074287381
Mitchell County	North Carolina	6704	0.00309314151564137
Montgomery County	North Carolina	6702	0.00226050543041193
Moore County	North Carolina	6708	0.009717391127754809
Nash County	North Carolina	6705	0.00845653639635102
New Hanover County	North Carolina	6706	0.0289726489200101
Northampton County	North Carolina	6709	0.00120996238921878
Onslow County	North Carolina	6711	0.0164400136471085
Orange County	North Carolina	6713	0.0105583941902309
Pamlico County	North Carolina	6715	0.00119936151028001
Pasquotank County	North Carolina	6716	0.00374816210815334
Pender County	North Carolina	6718	0.00585749331860312
Perquimans County	North Carolina	6717	0.00111833180344914
Person County	North Carolina	6721	0.004030242967271311
Pitt County	North Carolina	6719	0.000136900806641593
Polk County	North Carolina	6727	0.00266142985954851
Raleigh City	North Carolina	6640	0
Randolph County	North Carolina	6723	0.0152543398617418
Richmond County	North Carolina	6725	0.007491328399795289
Robeson County	North Carolina	6728	0.0135973534357408
Rockingham County	North Carolina	6724	0.013653688374775602
Rowan County	North Carolina	6731	0.0233521928791337
Rutherford County	North Carolina	6732	0.00928941617994687
Sampson County	North Carolina	6734	0.00619513740526226
Scotland County	North Carolina	6736	0.00449148274209402
Stanly County	North Carolina	6738	0.007249742085895549

Stokes County	North Carolina	6737	0.006239531124343029
Surry County	North Carolina	6740	0.0141082670609165
Swain County	North Carolina	6742	0.0028116292860450197
Transylvania County	North Carolina	6743	0.00497595509451435
Tyrrell County	North Carolina	6745	0.000414409072077854
Union County	North Carolina	6744	0.014667026798697
Vance County	North Carolina	6750	0.0053625825528216195
Wake County	North Carolina	6754	0.056100176275151695
Warren County	North Carolina	6760	0.00106390583495122
Washington County	North Carolina	6758	0.0007477072045360391
Watauga County	North Carolina	6757	0.00469675799939888
Wayne County	North Carolina	6762	0.00970699333078804
Wilkes County	North Carolina	6763	0.019971771605891
Wilmington City	North Carolina	6710	0.00119497493968465
Wilson County	North Carolina	6765	0.006464708414904589
Winston-Salem City	North Carolina	6645	0.00494459923803644
Yadkin County	North Carolina	6764	0.005621471450736381
Yancey County	North Carolina	6768	0.0038211497688927197
Aberdeen Village	Ohio	7634	0.0000818829935220100000
Ada Village	Ohio	8258	0.0000727042878362355000
Adams County	Ohio	7464	0.0032528780735393700000
Adams Township	Ohio	7706	0.0000012872851906656700
Adams Township	Ohio	7770	0.0000029241577607122200
Adams Township	Ohio	7937	0.0000156681424528529000
Adams Township	Ohio	8775	0.0000002919010281583810
Adams Township	Ohio	8855	0.0000009393681440879840
Adams Township	Ohio	9167	0.0000035682429207204900
Adams Township	Ohio	9415	0.0000010954413642070100
Adamsville Village	Ohio	8845	0.0000008530176090433000
Addyston Village	Ohio	8193	0.0000236158204196025000
Adelphi Village	Ohio	9098	0.0000187931866061518000
Adena Village	Ohio	8303	0.0000033422537883469600
Aid Township	Ohio	8491	0.0000030933965119390100
Akron City	Ohio	9235	0.008252266055947870000
Albany Village	Ohio	7554	0.000018250836773161300
Alexander Township	Ohio	7560	0.000001171176691315340
Alexandria Village	Ohio	8506	0.000005206947446302200
Alger Village	Ohio	8263	0.000004838248440281530
Allen County	Ohio	7480	0.003832980460057480000
Allen Township	Ohio	7934	0.000006221174209157610
Allen Township	Ohio	8250	0.000005528211071974130
Allen Township	Ohio	8902	0.000005597022973195220
Allen Township	Ohio	9342	0.000026707178264940500
Alliance City	Ohio	8653	0.000832982800259281000

Amanda Township	Ohio	8020	0.0000173969517836584000
Amanda Township	Ohio	8253	0.0000015136768411351300
Amanda Village	Ohio	8008	0.0000054150572392991100
Amberley Village	Ohio	8194	0.0001799337840566500000
Amboy Township	Ohio	8100	0.0000161485279374733000
Amelia Village	Ohio	7736	0.0001299546521856930000
American Township	Ohio	7492	0.0001815834029313130000
Ames Township	Ohio	7564	0.0000040015203621265400
Amesville Village	Ohio	7555	0.0000008783825184932410
Amherst City	Ohio	8566	0.0003228648077959400000
Amherst Township	Ohio	8582	0.0001258625521937840000
Amsterdam Village	Ohio	8405	0.0000037314220017820800
Anderson Township	Ohio	8224	0.0007125409127847390000
Andover Township	Ohio	7529	0.0000098954693133009100
Andover Village	Ohio	7521	0.0000379326323688209000
Anna Village	Ohio	9178	0.0002692949852995465000
Ansonia Village	Ohio	7919	0.0001394003850589460000
Antioch Village	Ohio	8761	0.0000029190102815838100
Antwerp Village	Ohio	8916	0.0000869301435521610000
Apple Creek Village	Ohio	9433	0.0000452551896473308000
Aquilla Village	Ohio	8126	0.0000008962863549002820
Arcadia Village	Ohio	8245	0.0000019743610971374700
Arcanum Village	Ohio	7917	0.0000320275264849201000
Archbold Village	Ohio	8090	0.0001581639509345790000
Arlington Heights Village	Ohio	8196	0.0000225210472875554000
Arlington Village	Ohio	8242	0.0000161829967607627000
Ashland City	Ohio	7504	0.0006348898676042930000
Ashland County	Ohio	7502	0.0019332339340147100000
Ashley Village	Ohio	7969	0.0000113554866575286000
Ashtabula City	Ohio	7523	0.0008719007961550400000
Ashtabula County	Ohio	7519	0.0069571746252574200000
Ashtabula Township	Ohio	7530	0.0001637150423072220000
Ashville Village	Ohio	8960	0.0000230208758708869000
Athalia Village	Ohio	8484	0.0000001628103427359010
Athens City	Ohio	7562	0.0006563469374151540000
Athens County	Ohio	7553	0.0042929481621124100000
Athens Township	Ohio	7567	0.0000242043182872556000
Athens Township	Ohio	8288	0.0000029489348099685100
Attica Village	Ohio	9163	0.0000074181892300465200
Atwater Township	Ohio	9000	0.0000044510702197630500
Auburn Township	Ohio	7838	0.0000071296518913910400
Auburn Township	Ohio	8130	0.0000636363311985396000
Auburn Township	Ohio	9319	0.0000000922761909456682

Auglaize County	Ohio	7578	0.0015438552180414400000
Auglaize Township	Ohio	7485	0.0000957718369887368000
Auglaize Township	Ohio	8929	0.0000068448931930283900
Augusta Township	Ohio	7688	0.0000438657849428696000
Aurelius Township	Ohio	9409	0.0000007824581172945690
Aurora City	Ohio	9001	0.0002758141802989690000
Austinburg Township	Ohio	7533	0.0000450793602050973000
Austintown Township	Ohio	8641	0.0008335196198564210000
Avon City	Ohio	8571	0.0006833971765058960000
Avon Lake City	Ohio	8569	0.0006210131288928450000
Bailey Lakes Village	Ohio	7512	0.0000076171549805098400
Bainbridge Township	Ohio	8128	0.0003805631862847270000
Bainbridge Village	Ohio	9100	0.0000212805201276295000
Bairdstown Village	Ohio	9474	0.0000057333973393286370
Ballville Township	Ohio	9125	0.0000201538996326559000
Baltic Village	Ohio	9336	0.0000088123164987917800
Baltimore Village	Ohio	8011	0.0000295290365805718000
Barberton City	Ohio	9238	0.0010902352830090200000
Barlow Township	Ohio	9412	0.0000030515866573626100
Barnesville Village	Ohio	7602	0.0001000727745523260000
Barnhill Village	Ohio	9299	0.0000061825047933786300
Bartlow Township	Ohio	8315	0.0000010140716816558300
Batavia Township	Ohio	7750	0.0000004843030516146660
Batavia Village	Ohio	7735	0.0000447173151003268000
Batesville Village	Ohio	8876	0.0000004845608960331690
Bath Township	Ohio	7491	0.0000829384108332105000
Bath Township	Ohio	8153	0.0000016427421424948100
Bath Township	Ohio	9255	0.0004584241247168050000
Baughman Township	Ohio	9444	0.0000012671453101037100
Bay Township	Ohio	8903	0.0000005146687791412910
Bay View Village	Ohio	7992	0.0001216134089736140000
Bay Village City	Ohio	7856	0.0002763555739632380000
Bazetta Township	Ohio	9275	0.0003103987031001570000
Beach City Village	Ohio	9200	0.0000061163799828295200
Beachwood City	Ohio	7861	0.0005368009997307960000
Beallsville Village	Ohio	8763	0.0000014804808142030800
Bearfield Township	Ohio	8951	0.0000051379342927548000
Beaver Township	Ohio	8644	0.0001387282171602360000
Beaver Township	Ohio	8984	0.0000031654338586879100
Beaver Village	Ohio	8980	0.0000017409886223322300
Beavercreek City	Ohio	8151	0.0007900623386433610000
Beavercreek Township	Ohio	8154	0.0012630754438136200000
Beaverdam Village	Ohio	7481	0.0000007023268045804780
Bedford City	Ohio	7857	0.0004024897487781450000

Bedford Heights City	Ohio	7859	0.0003621223727863400000
Bedford Township	Ohio	7822	0.0000028670194012345 10
Bellaire Village	Ohio	7603	0.0000096122533450513100
Bellbrook City	Ohio	8147	0.0002228331400371540000
Belle Center Village	Ohio	8543	0.0000048994044780565900
Belle Valley Village	Ohio	8874	0.0000010054211658087100
Bellefontaine City	Ohio	8538	0.0006830629656626780000
Bellevue City	Ohio	8009	0.0002807866441380600000
Bellville Village	Ohio	9074	0.0000105258928005076000
Belmont County	Ohio	7601	0.0045932086771635200000
Belmont Village	Ohio	7604	0.0000105339762685383000
Belmore Village	Ohio	9050	0.0000023257389979839900
Beloit Village	Ohio	8631	0.0000351996968924083000
Belpre City	Ohio	9400	0.0000931125159561140000
Belpre Township	Ohio	9414	0.0000087635309135483000
Bennington Township	Ohio	8520	0.0000052069474463022000
Bennington Township	Ohio	8835	0.0000013822616919661200
Bentleyville Village	Ohio	7860	0.0000187221743775039000
Benton Ridge Village	Ohio	8240	0.0000008559995970302070
Benton Township	Ohio	8345	0.0000010206650319600000
Benton Township	Ohio	8905	0.0000074626972974140200
Benton Township	Ohio	8921	0.0000023272636856619800
Benton Township	Ohio	8985	0.0000034819772447722300
Berea City	Ohio	7858	0.0002747645591328940000
Bergholz Village	Ohio	8412	0.0000022388532010961900
Berkey Village	Ohio	8597	0.0000034082025461816800
Berkshire Township	Ohio	7973	0.0000006952338769942960
Berlin Heights Village	Ohio	7988	0.0000085615839917187400
Berlin Township	Ohio	7975	0.0000015449641710954 40
Berlin Township	Ohio	8000	0.0000012647794533288200
Berlin Township	Ohio	8362	0.0000007625754249342270
Berlin Township	Ohio	8639	0.0000140338660811091000
Bern Township	Ohio	7565	0.0000012687747489406700
Berne Township	Ohio	8018	0.0000015260484020800300
Bethel Township	Ohio	7724	0.0001293586793808460000
Bethel Township	Ohio	8769	0.0000004670416450426330
Bethel Village	Ohio	7742	0.0000539190730806282000
Bethesda Village	Ohio	7605	0.0000064520604644089900
Bethlehem Township	Ohio	7826	0.0000007167548503086290
Bethlehem Township	Ohio	9215	0.0000141788808690050000
Bettsville Village	Ohio	9165	0.0000089206073018012100
Beverly Village	Ohio	9402	0.0001830951994444510 00
Bexley City	Ohio	8054	0.0004295302946204010000
Big Island Township	Ohio	8664	0.0000052243752651974000

Black Creek Township	Ohio	8729	0.000001436573907746380
Blakeslee Village	Ohio	9459	0.000000588699570909594
Blanchard Township	Ohio	8249	0.000001382052768007000
Blanchard Township	Ohio	9062	0.000006046921394661380
Blanchester Village	Ohio	7786	0.000107358363500665000
Blendon Township	Ohio	8076	0.000264683919480538000
Bloom Township	Ohio	8019	0.000111020021250783000
Bloom Township	Ohio	8819	0.000001604850425755080
Bloom Township	Ohio	9140	0.000000798789240366239
Bloom Township	Ohio	9162	0.000009296211819672540
Bloomdale Village	Ohio	9478	0.000005332059525579430
Bloomfield Township	Ohio	8402	0.000012418117960436100
Bloomfield Township	Ohio	8553	0.000000093416707557552
Bloomingburg Village	Ohio	8036	0.000001946334711214940
Bloomingdale Village	Ohio	8408	0.000002089596321014130
Bloominggrove Township	Ohio	9081	0.000001670776634977690
Bloomville Village	Ohio	9161	0.000004131649697662170
Blue Ash City	Ohio	8197	0.000797776820915952000
Blue Creek Township	Ohio	8930	0.000000718713785265287
Blue Rock Township	Ohio	8859	0.000001033304958507560
Bluffton Village	Ohio	7501	0.000049480066652563100
Boardman Township	Ohio	8643	0.001319183411612940000
Bokescreek Township	Ohio	8554	0.000012517838812620400
Bolivar Village	Ohio	9301	0.000004152428592406900
Boston Heights Village	Ohio	9236	0.000072297248255658700
Boston Township	Ohio	9253	0.000003429832002049970
Botkins Village	Ohio	9180	0.000018282397425508200
Bowerston Village	Ohio	8276	0.000000536169965461065
Bowersville Village	Ohio	8144	0.000000858107161958643
Bowling Green City	Ohio	9480	0.000704921202853244000
Bowling Green Township	Ohio	8517	0.000000347129829753480
Braceville Township	Ohio	9281	0.000035287095363355600
Bradford Village	Ohio	8759	0.000026840556487478400
Bradner Village	Ohio	9481	0.000008600096008929560
Brady Lake Village	Ohio	8999	0.000002396730118340170
Brady Township	Ohio	9462	0.000004709596567168990
Bratenahl Village	Ohio	7864	0.000048063447660367300
Bratton Township	Ohio	7470	0.000000740356135372346
Brecksville City	Ohio	7865	0.000225702102179810000
Bremen Village	Ohio	8013	0.000006409403288574460
Brewster Village	Ohio	9202	0.000055140092269101000
Brice Village	Ohio	8072	0.000005220731186812730

Bridgeport Village	Ohio	7609	0.0000472712185062409000
Bridgewater Township	Ohio	9467	0.0000039001346571615700
Brighton Township	Ohio	8581	0.0000001824094959343080
Brimfield Township	Ohio	9012	0.0001048474318449240000
Bristol Township	Ohio	8821	0.0000012036378192961000
Bristol Township	Ohio	9278	0.0002364714399656090000
Broadview Heights City	Ohio	7863	0.0002123819781152730000
Bronson Township	Ohio	8380	0.0000087412950168877300
Brook Park City	Ohio	7866	0.0003648233979509050000
Brookfield Township	Ohio	8882	0.0000004845608960331690
Brookfield Township	Ohio	9276	0.0003244496732129780000
Brooklyn City	Ohio	7862	0.0001989138526737380000
Brooklyn Heights Village	Ohio	7867	0.0000944988801575905000
Brookside Village	Ohio	7607	0.0000010533976268538300
Brookville City	Ohio	8785	0.0002028854464338690000
Broughton Village	Ohio	8917	0.0000000684489319302839
Brown County	Ohio	7627	0.0043578013006932200000
Brown Township	Ohio	7687	0.0000088751704418479800
Brown Township	Ohio	7935	0.0000073732435071298000
Brown Township	Ohio	7977	0.0000000772482085534251
Brown Township	Ohio	8071	0.0000036473601442116300
Brown Township	Ohio	8443	0.0000365478817879008000
Brown Township	Ohio	8750	0.0000057431056011794700
Brown Township	Ohio	8931	0.0000012320807747558900
Brown Township	Ohio	9376	0.0000003653510027899120
Brunswick City	Ohio	8683	0.0011213441128445400000
Brunswick Hills Township	Ohio	8686	0.0001878859613144560000
Brush Creek Township	Ohio	8425	0.0000011940550405756500
Brush Creek Township	Ohio	9143	0.0000103842601247342000
Brushcreek Township	Ohio	8329	0.0000560486354722652000
Bryan City	Ohio	9458	0.0002672696051904770000
Buchtel Village	Ohio	7576	0.0000017317647982874200
Buckeye Lake Village	Ohio	8037	0.0000379858234617117000
Buckland Village	Ohio	7577	0.0000010004461937814300
Bucks Township	Ohio	9316	0.0000026760095373947400
Bucyrus City	Ohio	7834	0.0004374550696184690000
Bucyrus Township	Ohio	7842	0.0000020370433975056600
Buffalo Township	Ohio	8883	0.0000006460811947108920
Burbank Village	Ohio	9431	0.0000014599765055433900
Burgoon Village	Ohio	9118	0.0000014351009285200800
Burkettsville Village	Ohio	8739	0.0000001905834825588960

Burlington Township	Ohio	8521	0.000012149544041102 4000
Burton Township	Ohio	8133	0.000021241986611354 9000
Burton Village	Ohio	8123	0.000033879624214460 1000
Butler County	Ohio	7655	0.025179309954258200 0000
Butler Township	Ohio	7794	0.000016579588750559 6000
Butler Township	Ohio	7938	0.000006221174209157 6100
Butler Township	Ohio	8724	0.000019689512971019 4000
Butler Township	Ohio	8803	0.000288440903088269 0000
Butler Township	Ohio	9082	0.000003675708596870 1000
Butler Village	Ohio	9077	0.000004511096914426 3000
Butlerville Village	Ohio	9383	0.000001748206730118 1100
Byesville Village	Ohio	8165	0.000017318316964977 1000
Byrd Township	Ohio	7638	0.000017131548290331 6000
Cadiz Township	Ohio	8291	0.000012510632527514 6000
Cadiz Village	Ohio	8283	0.000039408492462129 1000
Caesarscreek Township	Ohio	8158	0.000004348435083026 9600
Cairo Village	Ohio	7486	0.000000383087347960 3350
Caldwell Village	Ohio	8879	0.000016798111062644 8000
Caledonia Village	Ohio	8656	0.000006647213146227 3000
Cambridge City	Ohio	8167	0.000625751540930411 0000
Cambridge Township	Ohio	8178	0.000000891383961435 4170
Camden Township	Ohio	8585	0.000002918551934916 6100
Camden Village	Ohio	9028	0.000029123721731286 5000
Camp Creek Township	Ohio	8989	0.000001820124468799 4300
Campbell City	Ohio	8634	0.000193713364594513 0000
Canaan Township	Ohio	8841	0.000000829357015179 6690
Canaan Township	Ohio	9445	0.000002280861558208 2300
Canal Fulton City	Ohio	9207	0.000134282342349458 0000
Canal Winchester City	Ohio	8035	0.000015921891906400 3000
Canfield City	Ohio	8633	0.000318637779044290 0000
Canfield Township	Ohio	8646	0.000022661242770229 4000
Canton City	Ohio	9204	0.004594420763733710 0000
Canton Township	Ohio	9216	0.000223155196947891 0000
Cardington Village	Ohio	8824	0.000024770129519849 6000
Carey Village	Ohio	9517	0.000045172936064373 9000
Carlisle Township	Ohio	8583	0.000043504664781155 6000
Carlisle Village	Ohio	8815	0.000076471204414934 5000
Carroll County	Ohio	7679	0.001193965458080870 0000
Carroll Township	Ohio	8904	0.000029400454007604 4000
Carroll Village	Ohio	8022	0.000008164358951182 0200
Carrollton Village	Ohio	7684	0.000057433574238018 5000
Carryall Township	Ohio	8932	0.000000479142523528 1510
Carthage Township	Ohio	7568	0.000002244755325032 3000

Cass Township	Ohio	8857	0.0000018787362882029100
Cass Township	Ohio	9084	0.0000073514171940096000
Casstown Village	Ohio	8737	0.0000049986289492345900
Castalia Village	Ohio	7996	0.0000107019799898505000
Castine Village	Ohio	7920	0.0000049538979814959600
Catawba Island Township	Ohio	8906	0.0000564205649118486000
Catawba Village	Ohio	7717	0.0000021665985709103300
Cecil Village	Ohio	8919	0.0000001026733978954260
Cedarville Township	Ohio	8157	0.0000344975849913673000
Cedarville Village	Ohio	8145	0.0000340144255402120000
Celina City	Ohio	8718	0.0001551499820382250000
Center Township	Ohio	7692	0.0000015302018003232600
Center Township	Ohio	7796	0.0000031164640507517400
Center Township	Ohio	8179	0.0000017827679228708300
Center Township	Ohio	8730	0.0000039717043331336200
Center Township	Ohio	8776	0.0000050206976840870700
Center Township	Ohio	8818	0.0000005015157580467770
Center Township	Ohio	8884	0.0000016152029868041700
Center Township	Ohio	9468	0.0000047831840136067800
Center Township	Ohio	9503	0.0000023506929091128000
Centerburg Village	Ohio	8441	0.0000387159764681334000
Centerville City	Ohio	8808	0.0005539707131270400000
Centerville Village	Ohio	8108	0.0000047393053958414200
Cessna Township	Ohio	8269	0.0000010401185670464700
Chagrin Falls Township	Ohio	7912	0.0000000370003446186251
Chagrin Falls Village	Ohio	7870	0.0001172170917544550000
Champaign County	Ohio	7695	0.0021253078497842300000
Champion Township	Ohio	9279	0.0002656910709678200000
Chardon City	Ohio	8124	0.0004489498351776790000
Chardon Township	Ohio	8129	0.0000368373691875950000
Charlestown Township	Ohio	9013	0.0000001141300056364010
Chatfield Township	Ohio	7841	0.0000077407649104299100
Chatfield Village	Ohio	7835	0.0000008148173589968750
Chatham Township	Ohio	8685	0.0000035387585414983700
Chauncey Village	Ohio	7563	0.0000007807844608948550
Cherry Fork Village	Ohio	7466	0.0000039933128548805400
Cherry Valley Township	Ohio	7534	0.0000043979863614072000
Chesapeake Village	Ohio	8485	0.0000205141031848205000
Cheshire Township	Ohio	8113	0.0000098296704505642000
Cheshire Village	Ohio	8111	0.0000015797684652894500
Chester Township	Ohio	7772	0.0000179626833871167000
Chester Township	Ohio	8135	0.0002367092263303310000

Chester Township	Ohio	8838	0.000004810270687928 9300
Chester Township	Ohio	9451	0.000003946252537314 0600
Chesterhill Village	Ohio	8817	0.000000897894438077 7490
Chesterville Village	Ohio	8830	0.000000497614209097 0250
Cheviot City	Ohio	8195	0.000165858129501759 0000
Chickasaw Village	Ohio	8721	0.000003045133748462 9500
Chillicothe City	Ohio	9101	0.002918747702155580 0000
Chilo Village	Ohio	7743	0.000001440168337981 6100
Chippewa Lake Village	Ohio	8678	0.000004755206790096 3400
Chippewa Township	Ohio	9449	0.000024220577499135 1000
Christiansburg Village	Ohio	7697	0.000002376526505831 8900
Cincinnati City	Ohio	8198	0.018004404335054900 0000
Circleville City	Ohio	8964	0.003232749715270830 0000
Circleville Township	Ohio	8968	0.000006005445879326 6600
Claibourne Township	Ohio	9344	0.000000197621826483 8840
Claridon Township	Ohio	8132	0.000024110102947078 9000
Clarington Village	Ohio	8762	0.000000467041645042 6330
Clark County	Ohio	7711	0.011379995270220900 0000
Clark Township	Ohio	7639	0.000050233183968507 9000
Clark Township	Ohio	7771	0.000010234552162492 8000
Clarksburg Village	Ohio	9104	0.000000276370391269 3150
Clarksfield Township	Ohio	8381	0.000006941616631145 0600
Clarksville Village	Ohio	7765	0.000003968499817955 4900
Clay Center Village	Ohio	8896	0.000000579002376527 2170
Clay Township	Ohio	7583	0.000004168525807512 4100
Clay Township	Ohio	8326	0.000003384068556871 9200
Clay Township	Ohio	8800	0.000054454588555150 7000
Clay Township	Ohio	8858	0.000003757472576513 5800
Clay Township	Ohio	8907	0.000024639767801153 6000
Clay Township	Ohio	9151	0.000060707982268588 5000
Clay Township	Ohio	9321	0.000000461380954714 8710
Clayton City	Ohio	8787	0.000351316304312586 0000
Clayton Township	Ohio	8949	0.000004029752386532 4600
Clear Creek Township	Ohio	9395	0.000818753602632666 0000
Clearcreek Township	Ohio	8025	0.000010224524293774 5000
Clermont County	Ohio	7732	0.017931966223740700 0000
Cleveland City	Ohio	7873	0.016862500056422400 0000
Cleveland Heights City	Ohio	7869	0.000806681513393116 0000
Cleves Village	Ohio	8200	0.000029949864970246 1000
Clifton Village	Ohio	7728	0.000002806353104438 8700
Clinton County	Ohio	7763	0.003748979117602050 0000
Clinton Township	Ohio	8073	0.000100981814188222 0000
Clinton Township	Ohio	8098	0.000006070014047415 2200
Clinton Township	Ohio	9168	0.000006948683582370 6100

Clinton Township	Ohio	9189	0.000005152312001680260 0
Clinton Township	Ohio	9372	0.000002679240687036220 0
Clinton Township	Ohio	9447	0.000001810207585893230 0
Clinton Village	Ohio	9239	0.000010650530953961000 0
Cloverdale Village	Ohio	9048	0.000001860591198365640 0
Clyde City	Ohio	9120	0.000205942369356235000 0
Coal Grove Village	Ohio	8488	0.000046889378707314300 0
Coal Township	Ohio	8399	0.000004656794235230900 0
Coal Township	Ohio	8948	0.000003324545718936430 0
Coalton Village	Ohio	8390	0.000022766549594132900 0
Coitsville Township	Ohio	8647	0.000044977390473034100 0
Coldwater Village	Ohio	8716	0.000051125130245713400 0
Colerain Township	Ohio	7616	0.000005662012244315770 0
Colerain Township	Ohio	8232	0.001309270467813050000
College Corner Village	Ohio	9044	0.000021175399251958200 0
College Township	Ohio	8447	0.000026791455716616400 0
Columbia Township	Ohio	8227	0.000085470502379856200 0
Columbia Township	Ohio	8587	0.000041680569820654100 0
Columbia Township	Ohio	8708	0.000000633640678782666 0
Columbiana City	Ohio	7813	0.000198959079427906000 0
Columbiana County	Ohio	7783	0.006398350013491830000 0
Columbus City	Ohio	7990	0.037794841215178900000 0
Columbus Grove Village	Ohio	9049	0.000013024138388667200 0
Commercial Point Village	Ohio	8966	0.000008280235985315890 0
Concord Township	Ohio	7972	0.000123674381894559000 0
Concord Township	Ohio	8047	0.000002998407527942990 0
Concord Township	Ohio	8330	0.000000634512854410118 0
Concord Township	Ohio	8480	0.000308211363099292000 0
Concord Township	Ohio	8751	0.000045200368158029700 0
Concord Township	Ohio	9108	0.000032058965386378500 0
Conesville Village	Ohio	7823	0.000001826030650676420 0
Congress Township	Ohio	8842	0.000000331742806082644 0
Congress Township	Ohio	9448	0.000000362041517184035 0
Congress Village	Ohio	9434	0.000001305555913626460 0
Conneaut City	Ohio	7522	0.000469045245447985000 0
Continental Village	Ohio	9055	0.000012869089122199600 0
Convoy Village	Ohio	9355	0.000014735758303594300 0
Coolville Village	Ohio	7559	0.000002732745613185870 0
Copley Township	Ohio	9258	0.000603921208582833000 0
Corning Village	Ohio	8939	0.000010175124775853000 0
Cortland City	Ohio	9262	0.000327483405374692000 0
Corwin Village	Ohio	9382	0.000004675926434827630 0

Coshocton City	Ohio	7821	0.0001660720988171560000
Coshocton County	Ohio	7815	0.0017697394009199900000
Coventry Township	Ohio	9256	0.0001055124634348800000
Covington Village	Ohio	8738	0.0000723205890533863000
Craig Beach Village	Ohio	8635	0.0000039110774325197400
Cranberry Township	Ohio	7844	0.0000015277825481359800
Crane Township	Ohio	8927	0.0000010951829109060900
Crane Township	Ohio	9526	0.0000053070302509401700
Crawford County	Ohio	7836	0.0024304983297274700000
Crawford Township	Ohio	7824	0.0000022219400359836900
Crawford Township	Ohio	9528	0.0000010108629049474000
Crestline Village	Ohio	7855	0.0001559237579576630000
Creston Village	Ohio	8701	0.0000071139161128284800
Cridersville Village	Ohio	7587	0.0000426857042667503000
Crooksville Village	Ohio	8942	0.0000405997552942944000
Crosby Township	Ohio	8228	0.0000419141713412296000
Cross Creek Township	Ohio	8427	0.0000573146419488167000
Crown City Village	Ohio	8110	0.0000050903650547227900
Cumberland Village	Ohio	8169	0.0000066027073898165400
Custar Village	Ohio	9485	0.0000022933589357145 50
Cuyahoga County	Ohio	14863	0.0626699627041429
Cuyahoga Falls City	Ohio	9237	0.0016965934774759700000
Cuyahoga Heights Village	Ohio	7871	0.0001814866903591110000
Cygnet Village	Ohio	9482	0.0000023506929091128000
Cynthian Township	Ohio	9186	0.0000024930541944 14430
Dallas Township	Ohio	7843	0.0000014259303782512700
Dalton Village	Ohio	9440	0.0000111870828807253000
Damascus Township	Ohio	8314	0.0000073520196920586100
Danbury Township	Ohio	8909	0.0000360911481377882000
Danville Village	Ohio	8440	0.0000204420355757995000
Darby Township	Ohio	8624	0.0000106252667923106000
Darby Township	Ohio	9345	0.0000039524365295699100
Darbyville Village	Ohio	8967	0.0000002274790105827590
Darke County	Ohio	7915	0.0024831701649183400000
Dayton City	Ohio	8788	0.0125047945273476000000
De Graff Village	Ohio	8541	0.0000122375886898212000
Decatur Township	Ohio	8496	0.0000097686205640462 70
Decatur Township	Ohio	9423	0.0000010954413642070100
Deer Park City	Ohio	8202	0.0001006409300654470000
Deercreek Township	Ohio	8969	0.0000040036305862177700
Deerfield Township	Ohio	9015	0.0000081412737353552800
Deerfield Township	Ohio	9106	0.0000143712603458966000
Deerfield Township	Ohio	9393	0.0010783052504190500000

Deersville Village	Ohio	8286	0.0000001959387383579650
Defiance City	Ohio	7949	0.0006169170139544050000
Defiance County	Ohio	7952	0.0016010908231874100000
Defiance Township	Ohio	7954	0.0000067168519108933200
Delaware City	Ohio	7967	0.0010782304950097500000
Delaware County	Ohio	7959	0.0045102139045390400000
Delaware Township	Ohio	7957	0.0000140537209210258000
Delaware Township	Ohio	7976	0.0000702958697848292000
Delaware Township	Ohio	8255	0.0000012504286948519300
Delhi Township	Ohio	8231	0.0005903955104765920000
Dellroy Village	Ohio	7683	0.0000023463094271892700
Delphos City	Ohio	7497	0.0001601852742982820000
Delta Village	Ohio	8095	0.0000798264111521516000
Dennison Village	Ohio	9302	0.0000585953812487078000
Deshler Village	Ohio	8302	0.0000088731272144884700
Dexter City Village	Ohio	8880	0.0000006460811947108920
Dillonvale Village	Ohio	8411	0.0000116420366455924000
Dinsmore Township	Ohio	9192	0.0000039057849046212200
Dodson Township	Ohio	8328	0.0000991955095720455000
Donnelsville Village	Ohio	7715	0.0000025489394951743600
Dorset Township	Ohio	7535	0.0000010994965903787400
Dover City	Ohio	9304	0.0003902360114963240000
Dover Township	Ohio	7571	0.0000046847067654230100
Dover Township	Ohio	9322	0.0000008304857185083200
Dover Township	Ohio	9346	0.0000047993872145547200
Doylestown Village	Ohio	9438	0.0000194054253205578000
Dresden Village	Ohio	8848	0.0000263023080347868000
Dublin City	Ohio	7989	0.0008895671062433010000
Dublin Township	Ohio	8728	0.0000040562086807273500
Duchouquet Township	Ohio	7586	0.0000101712029702010000
Dunham Township	Ohio	9416	0.0000040687822099964100
Dunkirk Village	Ohio	8262	0.0000049010828355748700
Dupont Village	Ohio	9054	0.0000062019706611289900
Eagle Township	Ohio	7645	0.0000847866457762072000
Eagle Township	Ohio	9371	0.0000020703223490710000
East Canton Village	Ohio	9203	0.0000232607784192099000
East Cleveland City	Ohio	7872	0.0005226298677613170000
East Liverpool City	Ohio	7784	0.0003454288753995910000
East Palestine Village	Ohio	7785	0.0001553245682945750000
East Sparta Village	Ohio	9206	0.0000040775866550400800
East Union Township	Ohio	9452	0.0000033307819579961300
Eastlake City	Ohio	8456	0.0006562692283563650000
Eaton City	Ohio	9032	0.0005764964075338740000
Eaton Township	Ohio	8589	0.0000041954184064594600

Eden Township	Ohio	8519	0.0000041655579568801100
Eden Township	Ohio	9169	0.0000010329124244290100
Eden Township	Ohio	9530	0.0000008845050418323430
Edgerton Village	Ohio	9457	0.0000396636335892863000
Edinburg Township	Ohio	9017	0.0000109945238763326000
Edison Village	Ohio	8831	0.0000018245854333737200
Edon Village	Ohio	9461	0.0000130249780062872000
Eldorado Village	Ohio	9034	0.0000030656549192671200
Elgin Village	Ohio	9354	0.0000005801479647111950
Elida Village	Ohio	7483	0.0000104710541775825000
Elizabeth Township	Ohio	8492	0.0000089545688504206500
Elizabeth Township	Ohio	8752	0.0000004254152297289710
Elk Township	Ohio	8886	0.0000003230405973554460
Elk Township	Ohio	9373	0.0000024356733518609100
Elkrun Township	Ohio	7797	0.0000039890739850484400
Ellsworth Township	Ohio	8642	0.0000018405070270285000
Elmore Village	Ohio	8911	0.0000155043969713283000
Elmwood Place Village	Ohio	8199	0.0000421487655817906000
Elyria City	Ohio	8570	0.0024705542129170100000
Elyria Township	Ohio	8588	0.0000072051750892664400
Empire Village	Ohio	8415	0.0000094031834446309200
Englewood City	Ohio	8789	0.0005881095563913170000
Enon Village	Ohio	7718	0.0000359400468809267000
Erie County	Ohio	7994	0.0042445025547588400000
Erie Township	Ohio	8908	0.0000056613565705542000
Euclid City	Ohio	7868	0.0008772781709189980000
Evendale Village	Ohio	8203	0.0003187353775793280000
Fairborn City	Ohio	8152	0.0014461928767551400000
Fairfax Village	Ohio	8208	0.0000743663748963178000
Fairfield City	Ohio	7678	0.0027099256738015600000
Fairfield County	Ohio	8010	0.0058481226863903000000
Fairfield Township	Ohio	7662	0.0007501848961478480000
Fairfield Township	Ohio	7798	0.0000231864925382287000
Fairfield Township	Ohio	8383	0.0000062988743503687400
Fairfield Township	Ohio	9318	0.0000038756000196695700
Fairfield Township	Ohio	9413	0.0000004694748703821290
Fairlawn City	Ohio	9252	0.0006324429694453600000
Fairport Harbor Village	Ohio	8461	0.0000852839389396135000
Fairview Park City	Ohio	7875	0.0002050559098797770000
Fairview Village	Ohio	7615	0.0000008661041448177450
Falls Township	Ohio	8354	0.0000026908441751893100
Falls Township	Ohio	8860	0.0000206660991701512000
Farmer Township	Ohio	7956	0.0000026867407643303900
Farmersville Village	Ohio	8793	0.0000127996352480815000

Farmington Township	Ohio	9277	0.0000143703103287709000
Fayette County	Ohio	8039	0.0023925187928331800000
Fayette Township	Ohio	8493	0.0000125363963905889000
Fayette Village	Ohio	8094	0.0000115673852600517000
Fayetteville Village	Ohio	7633	0.0000275846963987047000
Fearing Township	Ohio	9417	0.0000039122905864728400
Felicity Village	Ohio	7740	0.0000287353143969889000
Findlay City	Ohio	8241	0.0010883336487876000000
Fitchville Township	Ohio	8384	0.0000032137114033428200
Flatrock Township	Ohio	8312	0.0000015844870025872300
Fletcher Village	Ohio	8740	0.0000113798573948997000
Florence Township	Ohio	8001	0.0000123559223517860000
Florence Township	Ohio	9466	0.0000025019731763523100
Florida Village	Ohio	8297	0.0000145772804238025000
Flushing Township	Ohio	7621	0.0000055303375409219900
Flushing Village	Ohio	7612	0.0000043452652109168600
Forest Park City	Ohio	8229	0.0008066914021488670000
Forest Village	Ohio	8264	0.0000218424899081374000
Fort Jennings Village	Ohio	9051	0.0000039537562965404500
Fort Loramie Village	Ohio	9182	0.0000119666601332216000
Fort Recovery Village	Ohio	8719	0.0000092954782266892900
Fostoria City	Ohio	9176	0.0004796661014347970000
Fowler Township	Ohio	9283	0.0000445479620187047000
Frankfort Village	Ohio	9102	0.0000746165399608690000
Franklin City	Ohio	9385	0.0005010153134151300000
Franklin County	Ohio	8052	0.0542058506747616000000
Franklin Township	Ohio	7473	0.0000093778443813650900
Franklin Township	Ohio	7641	0.0000223581223449223000
Franklin Township	Ohio	7747	0.0000319640014066757000
Franklin Township	Ohio	7799	0.0000057342938536418300
Franklin Township	Ohio	7825	0.0000022936155210145500
Franklin Township	Ohio	7939	0.0000044930702621993200
Franklin Township	Ohio	8077	0.0004128668649414050000
Franklin Township	Ohio	8106	0.0000006871714015997680
Franklin Township	Ohio	8404	0.0000028458186992329400
Franklin Township	Ohio	8731	0.0000113235825670530000
Franklin Township	Ohio	9011	0.0000018641234253936500
Franklin Township	Ohio	9085	0.0000080197278478390400
Franklin Township	Ohio	9190	0.0000110525402619731000
Franklin Township	Ohio	9320	0.0000292515525293916000
Franklin Township	Ohio	9392	0.0000331249793986795000
Frazeysburg Village	Ohio	8849	0.0000030059780611031000
Fredericksburg Village	Ohio	9439	0.0000011223287032354800
Fredericktown Village	Ohio	8439	0.0000521891362796150000

Freedom Township	Ohio	9018	0.0000039945501973683200
Freedom Township	Ohio	9504	0.0000115241286519979000
Freeport Township	Ohio	8292	0.0000024127648445882600
Freeport Village	Ohio	8282	0.0000009829782700074620
Fremont City	Ohio	9121	0.0006787968884773310000
Fulton County	Ohio	8091	0.0017138054755882600000
Fulton Village	Ohio	8828	0.0000011558555962389900
Fultonham Village	Ohio	8851	0.0000009393681440879840
Gahanna City	Ohio	8057	0.0006780514024723310000
Galena Village	Ohio	7968	0.0000013132195454217000
Galion City	Ohio	8840	0.0004120938793055910000
Gallia County	Ohio	8107	0.0030643997629075600000
Gallipolis Village	Ohio	8116	0.0003949421163156280000
Gambier Village	Ohio	8445	0.0000181190769876037000
Gann Village	Ohio	8442	0.0000003097278117504550
Garfield Heights City	Ohio	7874	0.0004798944697052120000
Garrettsville Village	Ohio	9007	0.0000383572467187934000
Gasper Township	Ohio	9037	0.0000564080505126831000
Gates Mills Village	Ohio	7877	0.0000616055737917485000
Geauga County	Ohio	8127	0.0037786536437344600000
Geneva City	Ohio	7525	0.0002874084087302190000
Geneva Township	Ohio	7537	0.0000145133549929132000
Geneva-On-The-Lake Village	Ohio	7528	0.0000487076989538644000
Genoa Township	Ohio	7979	0.0004597813373224860000
Genoa Village	Ohio	8895	0.0000222594246975241000
Georgetown Village	Ohio	7630	0.0002465200762455230000
German Township	Ohio	7584	0.0000029179680651509300
German Township	Ohio	7725	0.0001133003605598170000
German Township	Ohio	8104	0.0000119109709610267000
German Township	Ohio	8293	0.0000025021265055029300
German Township	Ohio	8802	0.0000648963962586673000
Germantown City	Ohio	8792	0.0001556166180167150000
Gettysburg Village	Ohio	7916	0.0000159141034180686000
Gibson Township	Ohio	8725	0.0000009295478226689280
Gibsonburg Village	Ohio	9123	0.0000318397742085734000
Gilboa Village	Ohio	9052	0.0000014729680320619100
Gilead Township	Ohio	8836	0.0000027645233839322300
Girard City	Ohio	9261	0.0006546474705275070000
Glandorf Village	Ohio	9057	0.0000072097908937072500
Glendale Village	Ohio	8204	0.0000839847388428332000
Glenford Village	Ohio	8938	0.0000037502404196302000
Glenmont Village	Ohio	8351	0.0000007081057517207910
Glenwillow Village	Ohio	7876	0.0000403673759810295000

Gloria Glens Park Village	Ohio	8680	0.0000022117240884432200
Glouster Village	Ohio	7556	0.0000242043182872556000
Gnadenhutten Village	Ohio	9300	0.0000195625524803523000
Golf Manor Village	Ohio	8209	0.0001402873570623950000
Good Hope Township	Ohio	8344	0.0000051033251598000000
Gordon Village	Ohio	7918	0.0000034562078939165800
Gorham Township	Ohio	8103	0.0000366491414193727000
Goshen Township	Ohio	7590	0.0000016674103229780200
Goshen Township	Ohio	7619	0.0000071104339813778500
Goshen Township	Ohio	7710	0.0000087139305212758200
Goshen Township	Ohio	7748	0.0005164284873745200000
Goshen Township	Ohio	8267	0.0000024962845609222900
Goshen Township	Ohio	8645	0.0000921403830390398000
Goshen Township	Ohio	9324	0.0000004613809547148710
Grafton Township	Ohio	8584	0.0000211595015283474000
Grafton Village	Ohio	8567	0.0000626576618542984000
Grand Prairie Township	Ohio	8669	0.0000064433961606525900
Grand Rapids Township	Ohio	9505	0.0000030960345630745500
Grand Rapids Village	Ohio	9484	0.0000047013858181717200
Grand River Village	Ohio	8463	0.0000416214020435210000
Grand Township	Ohio	8661	0.0000003482916843464930
Grandview Heights City	Ohio	8062	0.0003406348307290640000
Grandview Township	Ohio	9419	0.0000055554526326621200
Granger Township	Ohio	8687	0.0000266512752656680000
Granville Township	Ohio	8524	0.0001180241421129500000
Granville Township	Ohio	8727	0.0000149572695100811000
Granville Village	Ohio	8502	0.0000972831347872812000
Gratiot Village	Ohio	8510	0.0000019362317430840600
Gratis Village	Ohio	9031	0.0000600868364151571000
Graysville Village	Ohio	8766	0.0000002900687600325060
Green Camp Township	Ohio	8667	0.0000111453338993033000
Green Camp Village	Ohio	8660	0.0000019156042639326500
Green City	Ohio	9248	0.0007937353322747540000
Green Creek Township	Ohio	9124	0.0000064356990423991900
Green Springs Village	Ohio	9135	0.0000153799629342466000
Green Township	Ohio	7475	0.0000002467853784592450
Green Township	Ohio	7643	0.0000325209052276063000
Green Township	Ohio	7723	0.0000070095836117766400
Green Township	Ohio	7774	0.0000014620788803561100
Green Township	Ohio	8048	0.0000011572800985544100

Green Township	Ohio	8112	0.000008600961644344700
Green Township	Ohio	8230	0.000893256677662117000
Green Township	Ohio	8289	0.000005361699654610650
Green Township	Ohio	8347	0.000031037495744048300
Green Township	Ohio	8648	0.000031748746215467000
Green Township	Ohio	8771	0.000000058380205628982
Green Township	Ohio	9109	0.000098664229681421400
Green Township	Ohio	9145	0.000204223782456338000
Green Township	Ohio	9193	0.000000581712645357081
Greene County	Ohio	8146	0.008488048650377740000
Greene Township	Ohio	9280	0.000000319340229528241
Greenfield Township	Ohio	8029	0.000079583424167611200
Greenfield Township	Ohio	8378	0.000010540973402630400
Greenfield Village	Ohio	8340	0.000139381323685405000
Greenhills Village	Ohio	8211	0.000077025109646921900
Greensburg Township	Ohio	9064	0.000001240394132252740
Greenville City	Ohio	7921	0.000515896631646712000
Greenville Township	Ohio	7940	0.000131796727690821000
Greenwich Village	Ohio	8369	0.000016711299296951600
Groton Township	Ohio	7997	0.000005545571449349840
Grove City	Ohio	8058	0.000686490392607764000
Groveport City	Ohio	8061	0.000117573727000568000
Grover Hill Village	Ohio	8920	0.000001745447764246490
Guernsey County	Ohio	8162	0.002725342791689610000
Guilford Township	Ohio	8688	0.000056730722868538900
Gustavus Township	Ohio	9284	0.000000479010344292362
Guyan Township	Ohio	8115	0.000003335066760046530
Hambden Township	Ohio	8137	0.000036926997823389500
Hamden Village	Ohio	9369	0.000008890207734141450
Hamer Township	Ohio	8331	0.000000423008569615726
Hamersville Village	Ohio	7635	0.000006678400180880830
Hamilton City	Ohio	7657	0.006334508002806440000
Hamilton County	Ohio	8191	0.054841565275759600000
Hamilton Township	Ohio	8074	0.000239653016530066000
Hamilton Township	Ohio	8403	0.000004915550502597230
Hamilton Township	Ohio	8497	0.000009280189536086420
Hamilton Township	Ohio	9396	0.000422125559836233000
Hamler Village	Ohio	8306	0.000003802768806209340
Hancock County	Ohio	8239	0.002674206294055700000
Hanging Rock Village	Ohio	8486	0.000018723189414736300
Hanover Township	Ohio	7665	0.000091995243417453000
Hanover Township	Ohio	7802	0.000012341197641311000
Hanover Township	Ohio	8523	0.000040440625165418300
Hanover Village	Ohio	8511	0.000007550073797030420

Hanoverton Village	Ohio	7788	0.0000097774673196958100
Harbor View Village	Ohio	8594	0.0000014297120850473600
Hardin County	Ohio	8259	0.0020937586754943900000
Harding Township	Ohio	8603	0.0000002556151909649730
Hardy Township	Ohio	8363	0.0000130182518972031000
Harlan Township	Ohio	9399	0.0000285485019806578000
Harlem Township	Ohio	7978	0.0000461171805075128000
Harmony Township	Ohio	7726	0.0000177151294913850000
Harmony Township	Ohio	8839	0.0000011058093535728900
Harpersfield Township	Ohio	7538	0.0000047278353387148000
Harpster Village	Ohio	9521	0.0000007706581325960230
Harris Township	Ohio	8910	0.0000039243494407839700
Harrisburg Village	Ohio	8092	0.0000027891577573383100
Harrison City	Ohio	8212	0.0005251783110510560000
Harrison County	Ohio	8280	0.0007216847735237940000
Harrison Township	Ohio	7705	0.0000012872851906656700
Harrison Township	Ohio	8117	0.0000026329474421221500
Harrison Township	Ohio	8234	0.0000212698779937874000
Harrison Township	Ohio	8313	0.0000001901384403104670
Harrison Township	Ohio	8449	0.0000001548639058779220
Harrison Township	Ohio	8522	0.0000028638210953045600
Harrison Township	Ohio	8558	0.0000001868334151124110
Harrison Township	Ohio	8804	0.0003078649109743850000
Harrison Township	Ohio	8862	0.0000038514093909062100
Harrison Township	Ohio	8933	0.0000006160403873779430
Harrison Township	Ohio	8954	0.0000194435552645275000
Harrison Township	Ohio	8971	0.0000639670977759991000
Harrison Township	Ohio	9040	0.0000148684263579202000
Harrison Township	Ohio	9144	0.0000670982961921650000
Harrison Township	Ohio	9360	0.0000017404438941335800
Harrison Township	Ohio	9375	0.0000048713467037757000
Harrisville Township	Ohio	8690	0.0000629235503150161000
Harrisville Village	Ohio	8284	0.0000005802801097594800
Harrod Village	Ohio	7484	0.0000006308014937782250
Hartford Township	Ohio	8525	0.0000069425965948001900
Hartford Township	Ohio	9288	0.0000138912999846401000
Hartford Village	Ohio	8508	0.0000023431263507821100
Hartland Township	Ohio	8385	0.0000008998391928982740
Hartsgrove Township	Ohio	7536	0.0000054974829518937100
Hartville Village	Ohio	9209	0.0000927650964056641000
Harveysburg Village	Ohio	9384	0.0000113322297942993000
Haskins Village	Ohio	9483	0.0000083707601152287900
Haviland Village	Ohio	8918	0.0000004791425235281510
Hayesville Village	Ohio	7503	0.0000008378870478506940

Heath City	Ohio	8507	0.0004026706025064930000
Hebron Village	Ohio	8512	0.0001408479284185410000
Helena Village	Ohio	9122	0.0000005080815033558120
Hemlock Village	Ohio	8944	0.0000033240767356180500
Henrietta Township	Ohio	8592	0.0000043778279025096100
Henry County	Ohio	8298	0.0010205363886388800000
Hicksville Township	Ohio	7958	0.0000019633874816333100
Hicksville Village	Ohio	7951	0.0000723353282697082000
Higginsport Village	Ohio	7637	0.0000148583530578077000
Highland County	Ohio	8322	0.0036361816644673200000
Highland Heights City	Ohio	7879	0.0002105689612288600000
Highland Hills Village	Ohio	7911	0.0000147631375030658000
Highland Township	Ohio	7960	0.0000256273734442868000
Highland Township	Ohio	8866	0.0000015969258449711300
Highland Village	Ohio	8325	0.0000006345128544101180
Hilliard City	Ohio	8059	0.0004683639526377340000
Hills And Dales Village	Ohio	9208	0.0000056838742032296900
Hillsboro City	Ohio	8323	0.0006622199157093200000
Hinckley Township	Ohio	8689	0.0001548206861915640000
Hiram Township	Ohio	9019	0.0000077608403831351600
Hiram Village	Ohio	9002	0.0000304727115040757000
Hocking County	Ohio	8348	0.0023696854337185300000
Holgate Village	Ohio	8300	0.0000025985586842430500
Holiday City Village	Ohio	9464	0.0000005741048848068750
Holland Village	Ohio	8601	0.0000913398282389620000
Hollansburg Village	Ohio	7923	0.0000033410009642271300
Holloway Village	Ohio	7608	0.0000025018193638081600
Holmes County	Ohio	8356	0.0012520943780737400000
Holmes Township	Ohio	7845	0.0000032592694360413800
Holmesville Village	Ohio	8355	0.0000004085225490738320
Homer Township	Ohio	8694	0.0000101739308067741000
Homer Township	Ohio	8820	0.0000017051535773428800
Hopedale Village	Ohio	8281	0.0000025914881663906600
Hopewell Township	Ohio	8528	0.0000023431263507821100
Hopewell Township	Ohio	8861	0.0000069513242664019500
Hopewell Township	Ohio	8953	0.0000120892571593280000
Hopewell Township	Ohio	9171	0.0000012207146834185600
Howard Township	Ohio	8448	0.0000004645917176391530
Howland Township	Ohio	9282	0.0004707074983349730000
Hoytville Village	Ohio	9488	0.0000022278066631609700
Hubbard City	Ohio	9267	0.0002709601847554130000
Hubbard Township	Ohio	9289	0.0001433837630577490000
Huber Heights City	Ohio	8760	0.0011729213335546700000
Hudson City	Ohio	9243	0.0006182723477560330000

Hunting Valley Village	Ohio	7913	0.000071818160541623300 0
Huntington Township	Ohio	7644	0.000067655097485606200 0
Huntington Township	Ohio	9112	0.000061906967643033500 0
Huntsburg Township	Ohio	8136	0.000006094747213278810 0
Huntsville Village	Ohio	8545	0.000007940420142297680 0
Huron City	Ohio	7998	0.000283505178989143000 0
Huron County	Ohio	8372	0.003407691023532510000 0
Huron Township	Ohio	8003	0.000007296804538362980 0
Independence City	Ohio	7878	0.000291784717662796000 0
Independence Township	Ohio	9418	0.000000704212305559724 0 0
Irondale Village	Ohio	8417	0.000001492568800712830 0
Ironton City	Ohio	8483	0.000832123661736109000 0
Island Creek Township	Ohio	8437	0.000024925898972087500 0
Israel Township	Ohio	9041	0.000004445199632627510 0
Ithaca Village	Ohio	7922	0.000003571414823875440 0
Jackson Center Village	Ohio	9181	0.000014293510714434400 0
Jackson City	Ohio	8396	0.000521302243537878000 0
Jackson County	Ohio	8395	0.004530802079887680000 0
Jackson Township	Ohio	7499	0.000003958569262122100 0
Jackson Township	Ohio	7514	0.000000152343099607503 0
Jackson Township	Ohio	7589	0.000002917968065150930 0
Jackson Township	Ohio	7647	0.000004645843604020730 0
Jackson Township	Ohio	7745	0.000013721919796018300 0
Jackson Township	Ohio	7831	0.000005160634922329890 0
Jackson Township	Ohio	7847	0.000000101852169876630 0
Jackson Township	Ohio	8075	0.000619336055844085000 0
Jackson Township	Ohio	8175	0.000009677883009816370 0
Jackson Township	Ohio	8270	0.000014353636225262800 0
Jackson Township	Ohio	8334	0.000000423008569615726 0
Jackson Township	Ohio	8400	0.000001034843163369680 0
Jackson Township	Ohio	8649	0.000055215210809507900 0
Jackson Township	Ohio	8773	0.000000525421850652757 0
Jackson Township	Ohio	8805	0.000080839801567964600 0
Jackson Township	Ohio	8865	0.000010708796842646100 0
Jackson Township	Ohio	8887	0.000001130642090744060 0
Jackson Township	Ohio	8928	0.000001437427570557510 0
Jackson Township	Ohio	8972	0.000001774336282536900 0
Jackson Township	Ohio	8990	0.000004035928170015670 0
Jackson Township	Ohio	9086	0.000004344019250968940 0
Jackson Township	Ohio	9128	0.000004064652026792620 0
Jackson Township	Ohio	9170	0.000004037748568126990 0
Jackson Township	Ohio	9191	0.000012797678198017400 0
Jackson Township	Ohio	9219	0.001284717813641130000 0

Jackson Township	Ohio	9347	0.0000013268894063864000
Jackson Township	Ohio	9377	0.0000085248567314054200
Jackson Township	Ohio	9506	0.0000012613474146537800
Jackson Township	Ohio	9532	0.0000011372207680624600
Jacksonburg Village	Ohio	7656	0.0000026884057938677200
Jacksonville Village	Ohio	7557	0.0000079054426663314100
Jamestown Village	Ohio	8149	0.0000326615790694341000
Jefferson County	Ohio	8406	0.0062016233670054600000
Jefferson Township	Ohio	7469	0.0000071567759753019300
Jefferson Township	Ohio	7646	0.0000063880349557305600
Jefferson Township	Ohio	7773	0.0000137853151576048000
Jefferson Township	Ohio	7829	0.0000005734038802469030
Jefferson Township	Ohio	7846	0.0000042777911348885000
Jefferson Township	Ohio	8046	0.0000055233822885429000
Jefferson Township	Ohio	8078	0.0002449452645813730000
Jefferson Township	Ohio	8161	0.0000057979134440359400
Jefferson Township	Ohio	8177	0.0000063670282959672700
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Jefferson Township	Ohio	8557	0.0000233541768892534000
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Jefferson Township	Ohio	8807	0.0001248525824195990000
Jefferson Township	Ohio	8863	0.0000046968407204399200
Jefferson Township	Ohio	8891	0.0000001615202986804170
Jefferson Township	Ohio	9042	0.0000075108545518946300
Jefferson Township	Ohio	9088	0.0000165406886863196000
Jefferson Township	Ohio	9111	0.0000085674821292948900
Jefferson Township	Ohio	9148	0.0000338154111753335000
Jefferson Township	Ohio	9323	0.0000075666476576040600
Jefferson Township	Ohio	9473	0.0000020604484981566400
Jefferson Village	Ohio	7524	0.0000370530350949230000
Jeffersonville Village	Ohio	8040	0.0000001052072816862750
Jenera Village	Ohio	8248	0.0000011188046217238000
Jennings Township	Ohio	9066	0.0000025583128977662200
Jerome Township	Ohio	9350	0.0000412464983557429000
Jeromesville Village	Ohio	7507	0.0000028896428632280700
Jerry City Village	Ohio	9487	0.0000032002043598946700
Jersey Township	Ohio	8526	0.0000165754493704054000
Jerusalem Township	Ohio	8608	0.0000201936000861736000
Jerusalem Village	Ohio	8770	0.0000002919010281583810
Jewett Village	Ohio	8285	0.0000016978715572978600
Johnson Township	Ohio	7707	0.0000021784826303324200
Johnston Township	Ohio	9285	0.0000020757114919335700
Johnstown Village	Ohio	8516	0.0000863485451487534000

Junction City Village	Ohio	8941	0.000016119009545860400 0
Kalida Village	Ohio	9053	0.000021241749514952700 0
Kelleys Island Village	Ohio	7995	0.000026949531429859000 0
Kent City	Ohio	9008	0.000480677540412254000 0
Kenton City	Ohio	8265	0.000287176736368200000 0
Kettering City	Ohio	8809	0.003169204786452250000 0
Kettlersville Village	Ohio	9184	0.000000249305419441443 0
Killbuck Township	Ohio	8366	0.000001960908235575940 0
Killbuck Village	Ohio	8359	0.000010022419870733500 0
Kingston Township	Ohio	7981	0.000000154496417109544 0
Kingston Village	Ohio	9107	0.000071944128538335800 0
Kingsville Township	Ohio	7544	0.000010335267949441600 0
Kinsman Township	Ohio	9287	0.000019479754001384400 0
Kipton Village	Ohio	8586	0.000000912047479658072 0
Kirby Village	Ohio	9520	0.000000442252520916171 0
Kirkersville Village	Ohio	8518	0.000005206947446302200 0
Kirkwood Township	Ohio	7620	0.000000131674703358749 0
Kirtland City	Ohio	8476	0.000209704420099415000 0
Kirtland Hills Village	Ohio	8464	0.000090697383554346800 0
Knox County	Ohio	8438	0.002917481122751420000 0
Knox Township	Ohio	7803	0.000004861683919345140 0
Knox Township	Ohio	8176	0.000001910108488790180 0
Knox Township	Ohio	8428	0.000009403183444630920 0
Knox Township	Ohio	9379	0.000001096053008342800 0
La Grange Township	Ohio	8595	0.000039491655869129800 0
La Rue Village	Ohio	8663	0.000006269250318290760 0
Lafayette Township	Ohio	8691	0.000069116377764187300 0
Lafayette Village	Ohio	7487	0.000000830022587233923 0
Lagrange Village	Ohio	8572	0.000050801044617773600 0
Lake Township	Ohio	9221	0.000344000037817696000 0
Lake Township	Ohio	9507	0.000132097474697826000 0
Lakeline Village	Ohio	8462	0.000000887449936943112 0
Lakemore Village	Ohio	9241	0.000078254324892116800 0
Lakeview Village	Ohio	8544	0.000007753586727187960 0
Lakewood City	Ohio	7881	0.000944063792973033000 0
Lancaster City	Ohio	8024	0.001465616885341710000 0
Latty Township	Ohio	8934	0.000000821387183179571 0
Latty Village	Ohio	8923	0.000000205346795793546 0
Laura Village	Ohio	8742	0.000001063538074295490 0
Laurel Township	Ohio	8349	0.000001020665031960000 0
Laurelville Village	Ohio	8341	0.000006727110438040630 0
Lawrence County	Ohio	8487	0.004984275832412610000 0
Lawrence Township	Ohio	8495	0.000087266343706701400 0
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Lawrence Township	Ohio	9326	0.000048998657391479000
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Lebanon City	Ohio	9386	0.000818099820148611000
Lebanon Township	Ohio	8709	0.000004435484751451720
Lee Township	Ohio	7566	0.000005465491226102340
Lee Township	Ohio	7690	0.000000918121080193957
Lee Township	Ohio	8780	0.000000817322878811137
Leesburg Township	Ohio	9349	0.000001863291506858820
Leesburg Village	Ohio	8332	0.000051395541206734700
Leesville Village	Ohio	7682	0.000000204026906712462
Leetonia Village	Ohio	7787	0.000069808794738347700
Leipsic Village	Ohio	9056	0.000028684114307283800
Lemon Township	Ohio	7667	0.000038886147299226700
Lenox Township	Ohio	7539	0.000002418892498827840
Leroy Township	Ohio	8482	0.000050318411425186300
Letart Township	Ohio	8711	0.000005069125430422970
Lewis Township	Ohio	7648	0.000037457114059202000
Lewisburg Village	Ohio	9036	0.000123852458732788000
Lewisville Village	Ohio	8764	0.000001634645757622270
Lexington Township	Ohio	9224	0.000013437501477228500
Lexington Village	Ohio	9080	0.000087298079177348600
Liberty Center Village	Ohio	8304	0.000002661938164346540
Liberty Township	Ohio	7476	0.000005182492947660300
Liberty Township	Ohio	7664	0.001076404871167360000
Liberty Township	Ohio	7781	0.000015038525626404500
Liberty Township	Ohio	7848	0.000001324078208393500
Liberty Township	Ohio	7943	0.000010138209822370800
Liberty Township	Ohio	7980	0.000605703203270087000
Liberty Township	Ohio	8182	0.000001528086791032140
Liberty Township	Ohio	8254	0.000012833347131474400
Liberty Township	Ohio	8272	0.000010089150100490800
Liberty Township	Ohio	8317	0.000006211189050034170
Liberty Township	Ohio	8333	0.000015439812790610300
Liberty Township	Ohio	8407	0.000017592333771149800
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Liberty Township	Ohio	8531	0.000000867824574356759
Liberty Township	Ohio	8555	0.000003363001471974910
Liberty Township	Ohio	8732	0.000002366121730415300
Liberty Township	Ohio	9071	0.000002093165098174810
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Liberty Township	Ohio	9510	0.000002006689068750230
Lick Township	Ohio	8409	0.000000517421581671369

Licking County	Ohio	8505	0.0066668019451299100000
Licking Township	Ohio	8527	0.0000295060355295846000
Licking Township	Ohio	8870	0.0000120239122444124000
Lima City	Ohio	7488	0.0016177140225257000000
Limaville Village	Ohio	9205	0.0000036237800598186700
Lincoln Heights Village	Ohio	8201	0.0000781198827776219000
Lincoln Township	Ohio	8837	0.0000016587140303593400
Lindsey Village	Ohio	9126	0.0000060969780400542200
Linndale Village	Ohio	7883	0.0000263072450244971000
Lisbon Village	Ohio	7789	0.0000089754164663589900
Litchfield Township	Ohio	8692	0.0000185784823429338000
Lithopolis Village	Ohio	8034	0.0000131759856901451000
Liverpool Township	Ohio	7801	0.0000497387662516789000
Liverpool Township	Ohio	8695	0.0000507590678290364000
Lockbourne Village	Ohio	8093	0.0000000715168655727771
Lockington Village	Ohio	9183	0.0000004155090323979150
Lockland Village	Ohio	8210	0.0001370030376649070000
Lodi Township	Ohio	7570	0.0000036111281315174700
Lodi Village	Ohio	8679	0.0000644717571773089000
Logan City	Ohio	8343	0.0000765498773969999000
Logan County	Ohio	8540	0.0025016060116647600000
Logan Township	Ohio	7592	0.0000015006692906721400
London City	Ohio	8618	0.0004046334477161750000
Londonderry Township	Ohio	8180	0.0000011460650932741100
Lorain City	Ohio	8574	0.0026532373230925600000
Lorain County	Ohio	8565	0.0125091872072723000000
Lordstown Village	Ohio	9274	0.0001947975400138440000
Lore City Village	Ohio	8171	0.0000017827679228708300
Lostcreek Township	Ohio	8754	0.0000075511203274467700
Loudon Township	Ohio	7689	0.0000034684574140121800
Loudon Township	Ohio	9174	0.0000007512090359312290
Loudonville Village	Ohio	7520	0.0000598980345878243000
Louisville City	Ohio	9211	0.0001593038968225880000
Loveland City	Ohio	7761	0.0004459011328225080000
Lowell Village	Ohio	9408	0.0000007824581172945690
Lowellville Village	Ohio	8636	0.0000373852989853798000
Lower Salem Village	Ohio	9406	0.0000002068585605923180
Lucas County	Ohio	8593	0.0299409741636340000000
Lucas Village	Ohio	9075	0.0000071843395305522400
Luckey Village	Ohio	9495	0.0000053320595255794300
Ludlow Falls Village	Ohio	8744	0.0000023959880385851800
Ludlow Township	Ohio	9420	0.0000004694748703821290
Lykens Township	Ohio	7852	0.0000002037043397505660
Lynchburg Village	Ohio	7780	0.0000270720937477014000

Lyndhurst City	Ohio	7880	0.000317240954759720000
Lynn Township	Ohio	8275	0.000000104011856704647 0
Lyons Village	Ohio	8102	0.000001350878413873200 0
Macedonia City	Ohio	9254	0.000493534773350078000 0
Macksburg Village	Ohio	9407	0.000000447391770581630 0
Mad River Township	Ohio	7709	0.000003564789758667010 0
Mad River Township	Ohio	7731	0.000124515694339199000 0
Madeira City	Ohio	8207	0.000124725938970482000 0
Madison County	Ohio	8615	0.002399854779079130000 0
Madison Township	Ohio	7671	0.000061279726289639500 0
Madison Township	Ohio	7729	0.000026254076800325600 0
Madison Township	Ohio	7800	0.000001745219868458690 0
Madison Township	Ohio	8053	0.000003419236654709640 0
Madison Township	Ohio	8079	0.000607392739293970000 0
Madison Township	Ohio	8184	0.000001018724527354760 0
Madison Township	Ohio	8260	0.000001447864804571070 0
Madison Township	Ohio	8336	0.000000423008569615726 0
Madison Township	Ohio	8478	0.000173762697653623000 0
Madison Township	Ohio	8530	0.000015100147594060800 0
Madison Township	Ohio	8867	0.000000187873628820291 0
Madison Township	Ohio	8973	0.000005414000451823340 0
Madison Township	Ohio	9087	0.000152124212614968000 0
Madison Township	Ohio	9129	0.000009738228813982980 0
Madison Township	Ohio	9149	0.000084671659479306300 0
Madison Township	Ohio	9479	0.000001545336373630950 0
Madison Village	Ohio	8465	0.000065138825369954100 0
Magnetic Springs Village	Ohio	9338	0.000003077254155319090 0
Magnolia Village	Ohio	9233	0.000036636170736913400 0
Mahoning County	Ohio	8629	0.014983797770184300000 0
Maineville Village	Ohio	9391	0.000019068655903664300 0
Malaga Township	Ohio	8774	0.000000525421850652757 0
Malinta Village	Ohio	8308	0.000000570415320931402 0
Malta Village	Ohio	8814	0.000001303940970910840 0
Malvern Village	Ohio	7686	0.000005508726481109860 0
Manchester Township	Ohio	7474	0.000013079625058496200 0
Manchester Village	Ohio	7505	0.000023938181710659900 0
Mansfield City	Ohio	9079	0.002004430728981510000 0
Mantua Township	Ohio	9016	0.000000608693363390545 0
Mantua Village	Ohio	9006	0.000014874944067900200 0
Maple Heights City	Ohio	7882	0.000370262448615530000 0
Marble Cliff Village	Ohio	8063	0.000004362528799939400 0
Marblehead Village	Ohio	8898	0.000018013407269675800 0
Marengo Village	Ohio	8832	0.000002432780577849590 0

Margaretta Township	Ohio	8002	0.000073259917565132000
Mariemont Village	Ohio	8206	0.000144040864943699000
Marietta City	Ohio	9411	0.000798733246110847000
Marietta Township	Ohio	9421	0.000001956145293209480
Marion City	Ohio	8658	0.002337907931235780000
Marion County	Ohio	8654	0.003159876306240700000
Marion Township	Ohio	7490	0.000001723893065808040
Marion Township	Ohio	7775	0.000019633630679029300
Marion Township	Ohio	8051	0.000007206698795609510
Marion Township	Ohio	8273	0.000005720652118701680
Marion Township	Ohio	8311	0.000000887312721448847
Marion Township	Ohio	8353	0.000001530997547966940
Marion Township	Ohio	8671	0.000493006879196960000
Marion Township	Ohio	8733	0.000014112226034952000
Marion Township	Ohio	8988	0.000001820124468799430
Mark Township	Ohio	7963	0.000001240034198936220
Marlboro Township	Ohio	7985	0.000001853957005309140
Marlboro Township	Ohio	9222	0.000045131470479849100
Marseilles Township	Ohio	9534	0.000000063178931560222
Marseilles Village	Ohio	9522	0.000000063178931560222
Marshall Township	Ohio	8335	0.000005922119974458520
Marshallville Village	Ohio	9437	0.000004308294054417270
Martins Ferry City	Ohio	7606	0.000325236517288325000
Martinsburg Village	Ohio	8444	0.000000154863905877922
Martinsville Village	Ohio	7762	0.000005639447109868020
Mary Ann Township	Ohio	8535	0.000008851810658605970
Marysville City	Ohio	9340	0.000361873795983245000
Mason City	Ohio	9387	0.001414567376801570000
Mason Township	Ohio	8494	0.000000325620685477189
Massie Township	Ohio	9398	0.000001198601228239560
Massillon City	Ohio	9214	0.001119019519578820000
Matamoras Village	Ohio	9410	0.000002973340845600820
Maumee City	Ohio	8598	0.000777325795730845000
Mayfield Heights City	Ohio	7885	0.000430869013106479000
Mayfield Village	Ohio	7888	0.000208089938139221000
Mcarthur Village	Ohio	9368	0.000032029104576335100
Mcclure Village	Ohio	8305	0.000000697174281138380
Mccomb Village	Ohio	8243	0.000018295746166803600
Mcconnelsville Village	Ohio	8812	0.000035908528275976800
Mcdonald Township	Ohio	8278	0.000004056462411545870
Mcdonald Village	Ohio	9269	0.000080314067725652200
Mcguffey Village	Ohio	8266	0.000000104011856704647
Mckean Township	Ohio	8529	0.000015707624796021700
Mclean Township	Ohio	9194	0.000000083101806479582

Mead Township	Ohio	7622	0.000015274265589636500
Mecca Township	Ohio	9292	0.000014689650558460700
Mechanicsburg Village	Ohio	7699	0.000055947394825768900
Medina City	Ohio	8677	0.000796884189064793000
Medina County	Ohio	8675	0.007328547767068210000
Medina Township	Ohio	8693	0.000169307478969636000
Meigs County	Ohio	8703	0.001860369032931550000
Meigs Township	Ohio	7477	0.000018508903384578100
Meigsville Township	Ohio	8822	0.000000702122061249324
Melrose Village	Ohio	8922	0.000001052268859595360
Mendon Village	Ohio	8720	0.000000845043475156021
Mentor City	Ohio	8466	0.002336744428961330000
Mentor-On-The-Lake City	Ohio	8467	0.000183524646959189000
Mercer County	Ohio	8713	0.001550316759514860000
Mesopotamia Township	Ohio	9294	0.000027622929855108900
Metamora Village	Ohio	8097	0.000001488871370128340
Meyers Lake Village	Ohio	9210	0.000014073173245783000
Miami County	Ohio	8741	0.005411388075799670000
Miami Township	Ohio	7749	0.002048763342710690000
Miami Township	Ohio	8155	0.000053050908013790900
Miami Township	Ohio	8236	0.000208241489326805000
Miami Township	Ohio	8556	0.000002242000981370490
Miami Township	Ohio	8806	0.001268623497091760000
Miamisburg City	Ohio	8796	0.001554931127649460000
Middle Point Village	Ohio	9359	0.000009514426621220490
Middleburg Heights City	Ohio	7886	0.000353279290421122000
Middlebury Township	Ohio	8457	0.000002632686399919280
Middlefield Village	Ohio	8125	0.000103610702628164000
Middleport Village	Ohio	8706	0.000062730427200642400
Middleton Township	Ohio	7808	0.000012465856203276400
Middleton Township	Ohio	9508	0.000030215003978373200
Middletown City	Ohio	7676	0.005456399627038300000
Midland Village	Ohio	7764	0.000000208868411478290
Midvale Village	Ohio	9308	0.000004613809547148710
Midway Village	Ohio	8619	0.000006347823791550630
Mifflin Township	Ohio	7516	0.000003199205091749470
Mifflin Township	Ohio	8080	0.000857558735070778000
Mifflin Township	Ohio	8987	0.000001187037697034910
Mifflin Township	Ohio	9089	0.000075435565070529200
Mifflin Township	Ohio	9531	0.000001137220768062460
Mifflin Village	Ohio	7506	0.000001447259446275320

Milan Township	Ohio	8004	0.000018971691800670000
Milan Village	Ohio	8007	0.000038227107235038000
Milford Center Village	Ohio	9339	0.000000592865479462427
Milford City	Ohio	7759	0.000703779582440274000
Milford Township	Ohio	7673	0.000014676872716154300
Milford Township	Ohio	7964	0.000002790076947518950
Mill Creek Township	Ohio	7827	0.000000215026455095283
Mill Creek Township	Ohio	9477	0.000000588699570909594
Mill Township	Ohio	9331	0.000113868819625106000
Millbury Village	Ohio	9486	0.000009275842951908940
Millcreek Township	Ohio	9353	0.000000169390136986186
Milledgeville Village	Ohio	8041	0.000000240893562284599
Miller City Village	Ohio	9061	0.000000232573899798399
Miller Township	Ohio	8454	0.000008052923105511840
Millersburg Village	Ohio	8361	0.000017103477387941400
Millersport Village	Ohio	8023	0.000054937742475419700
Millville Village	Ohio	7660	0.000071266052055598000
Millwood Township	Ohio	8187	0.000000509362263677381
Milton Center Village	Ohio	9489	0.000000057333973392863
Milton Township	Ohio	7511	0.000000152343099607503
Milton Township	Ohio	8650	0.000045552548917844000
Miltonsburg Village	Ohio	8765	0.000000161986450408673
Mineral City Village	Ohio	9306	0.000024822295364247400
Minerva Park Village	Ohio	8060	0.000028821296826368000
Minerva Village	Ohio	9234	0.000110704944261847000
Mingo Junction Village	Ohio	8413	0.000070150733633179800
Minster Village	Ohio	7579	0.000052856907236951300
Mississinawa Township	Ohio	7945	0.000003225794034537670
Mogadore Village	Ohio	9027	0.000100781455187591000
Monclova Township	Ohio	8607	0.000101308820684435000
Monday Creek Township	Ohio	8955	0.000000402975238653246
Monroe City	Ohio	7680	0.001122260001142690000
Monroe County	Ohio	8768	0.000719419273964974000
Monroe Township	Ohio	7478	0.000015794264221402400
Monroe Township	Ohio	7496	0.000002553915653041960
Monroe Township	Ohio	7693	0.000009487251162031160
Monroe Township	Ohio	7754	0.000032609738808613100
Monroe Township	Ohio	7942	0.000005760346490130380
Monroe Township	Ohio	8192	0.000001782767922870830
Monroe Township	Ohio	8294	0.000003306381453788820
Monroe Township	Ohio	8455	0.000020442035575799500
Monroe Township	Ohio	8532	0.000150307216278838000
Monroe Township	Ohio	8559	0.000001774917443569250

Monroe Township	Ohio	8868	0.0000011272417729271300
Monroe Township	Ohio	8958	0.0000070520666676229760
Monroe Township	Ohio	8975	0.0000035031767630079000
Monroe Township	Ohio	9043	0.0001900706049854020000
Monroe Township	Ohio	9069	0.0000072097908937072500
Monroe Township	Ohio	9092	0.0001086004812742230000
Monroeville Village	Ohio	8373	0.0000538618031194653000
Monterey Township	Ohio	9068	0.0000010853448657312500
Montezuma Village	Ohio	8722	0.0000030421565104108100
Montgomery City	Ohio	8213	0.0004605866962616270000
Montgomery County	Ohio	8786	0.0483638708963532000000
Montgomery Township	Ohio	8672	0.0000067916878448374400
Montgomery Township	Ohio	9512	0.0001072145302431470000
Montpelier Village	Ohio	9465	0.0000507017505441780000
Montville Township	Ohio	8140	0.0000053777181293478100
Montville Township	Ohio	8696	0.0001899870991968790000
Moorefield Township	Ohio	7727	0.0000850071321647102000
Moraine City	Ohio	8801	0.0008339972861542570000
Moreland Hills Village	Ohio	7887	0.0000324123018858833000
Morgan County	Ohio	8816	0.0008180725045214630000
Morgan Township	Ohio	7540	0.0000122044121531070000
Morgan Township	Ohio	7670	0.0000564378713726478000
Morgan Township	Ohio	8118	0.0000042127159073846600
Morgan Township	Ohio	8451	0.0000125439763760955000
Morgan Township	Ohio	9150	0.0001331315400619380000
Morral Village	Ohio	8659	0.0000083590004244774800
Morris Township	Ohio	8452	0.0000030972781175045500
Morristown Village	Ohio	7610	0.0000044769399140412200
Morrow County	Ohio	8826	0.0020534326790983900000
Morrow Village	Ohio	9388	0.0001449217848672020000
Moscow Village	Ohio	7737	0.0000968606103256272000
Moulton Township	Ohio	7593	0.0000022510039360082100
Mount Blanchard Village	Ohio	8246	0.0000059230832915740500
Mount Cory Village	Ohio	8247	0.0000011188046217238000
Mount Eaton Village	Ohio	9441	0.0000030773528960508200
Mount Gilead Village	Ohio	8829	0.0000446746978845388000
Mount Healthy City	Ohio	8216	0.0001409129417092790000
Mount Orab Village	Ohio	7640	0.0008037309435069020000
Mount Pleasant Township	Ohio	8432	0.0000089554128043847500
Mount Pleasant Village	Ohio	8414	0.0000014925688007128300
Mount Sterling Village	Ohio	8622	0.0000863120987370347000
Mount Vernon City	Ohio	8446	0.0008579460385689670000

Mount Victory Village	Ohio	8271	0.000003490165049616860
Mowrystown Village	Ohio	8327	0.000093484893882408300
Munroe Falls City	Ohio	9240	0.000135568622821429000
Munson Township	Ohio	8134	0.000118399427483063000
Murray City Village	Ohio	8346	0.000003433146016651500
Muskingum County	Ohio	8847	0.004857378736261990000
Muskingum Township	Ohio	9424	0.000032393766054292500
Mutual Village	Ohio	7702	0.000000480058354173623
Napoleon City	Ohio	8309	0.000187539881625901000
Napoleon Township	Ohio	8316	0.000008049193973250870
Nashville Village	Ohio	8360	0.000001089393464214840
Navarre Village	Ohio	9212	0.000042258625334492600
Nellie Village	Ohio	7820	0.000000717369184184688
Nelsonville City	Ohio	7558	0.000143859536916940000
Nevada Village	Ohio	9523	0.000000505431452460230
Neville Village	Ohio	7738	0.000000161434350540916
New Albany City	Ohio	8088	0.000333369554182532000
New Alexandria Village	Ohio	8418	0.000001492568800712830
New Athens Village	Ohio	8290	0.000000982978270007462
New Bavaria Village	Ohio	8310	0.000001803228824715400
New Bloomington Village	Ohio	8662	0.000005887186960836460
New Boston Village	Ohio	9137	0.000203957519374393000
New Bremen Village	Ohio	7581	0.000071948755435800000
New Carlisle City	Ohio	7720	0.000113555254510512000
New Concord Village	Ohio	8846	0.000068761748147262000
New Franklin City	Ohio	9250	0.000275198888795629000
New Haven Township	Ohio	8379	0.000015297266279351500
New Holland Village	Ohio	8045	0.000001782186000634450
New Jasper Township	Ohio	8159	0.000015364470627018500
New Knoxville Village	Ohio	7580	0.000011088278647789000
New Lebanon Village	Ohio	8790	0.000054679143561062700
New Lexington Village	Ohio	8945	0.000121698522070532000
New London Township	Ohio	8386	0.000002699517578614000
New London Village	Ohio	8377	0.000028537757260326500
New Madison Village	Ohio	7924	0.000015552935522894000
New Market Township	Ohio	8339	0.000002326547132846080
New Miami Village	Ohio	7658	0.000022544886955861600
New Middletown Village	Ohio	8632	0.000007131964729651230
New Paris Village	Ohio	9033	0.000015174991849658300
New Philadelphia City	Ohio	9307	0.000725567689394806000

New Richmond Village	Ohio	7739	0.0003097925187006830000
New Riegel Village	Ohio	9159	0.0000022536271078206300
New Russia Township	Ohio	8591	0.0000078436083250378600
New Straitsville Village	Ohio	8943	0.0001994727431307980000
New Vienna Village	Ohio	7768	0.0000085636048705802400
New Washington Village	Ohio	7839	0.0001150929519589490000
New Waterford Village	Ohio	7791	0.0000455003751416220000
New Weston Village	Ohio	7925	0.0000080644850860747600
Newark City	Ohio	8515	0.0016648346634716100000
Newark Township	Ohio	8533	0.0001709614411498170000
Newberry Township	Ohio	8753	0.0001861191630023840000
Newburgh Heights Village	Ohio	7884	0.0000400713732216451000
Newbury Township	Ohio	8139	0.0000259923042922967000
Newcomerstown Village	Ohio	9309	0.0000718831527460263000
Newton Falls Village	Ohio	9265	0.0003418537157093900000
Newton Township	Ohio	8539	0.0001032711243495050000
Newton Township	Ohio	8864	0.0001897523651081440000
Newton Township	Ohio	8992	0.0000021366678546682200
Newton Township	Ohio	9290	0.0000252278781328388000
Newtonsville Village	Ohio	7746	0.0000051658992173847500
Newtown Village	Ohio	8214	0.0000536438834689580000
Ney Village	Ohio	7953	0.0000006200170994546420
Nile Township	Ohio	9152	0.0000489924067438277000
Niles City	Ohio	9271	0.0015393795764402900000
Nimishillen Township	Ohio	9226	0.0001148211333133050000
Noble County	Ohio	8878	0.0009247037099272710000
Noble Township	Ohio	7595	0.0000000833705161475542
Noble Township	Ohio	7962	0.0000032034216804348300
Noble Township	Ohio	8888	0.0000077529743365845900
North Baltimore Village	Ohio	9493	0.0000323363609945666000
North Bend Village	Ohio	8215	0.0000239812640416481000
North Bloomfield Township	Ohio	8834	0.0000038703327374512400
North Canton City	Ohio	9213	0.0004915345367903770000
North College Hill City	Ohio	8218	0.0001818105379973020000
North Fairfield Village	Ohio	8374	0.0000006427422806416240
North Hampton Village	Ohio	7716	0.0000170778946176116000
North Kingsville Village	Ohio	7531	0.0000548648798603733000
North Lewisburg Village	Ohio	7701	0.0000379919484776943000
North Olmsted City	Ohio	7890	0.0003744804878855710000

North Perry Village	Ohio	8472	0.000020056368574698800
North Randall Village	Ohio	7889	0.000009620089601058060
North Ridgeville City	Ohio	8580	0.001029884014041270000
North Robinson Village	Ohio	7837	0.000006111130192543920
North Royalton City	Ohio	7891	0.000459211277072379000
North Star Village	Ohio	7927	0.000005657254692664040
North Township	Ohio	8295	0.000005808507959183990
Northfield Center Township	Ohio	9257	0.000051898773717533900
Northfield Village	Ohio	9242	0.000191890074646011000
Northwest Township	Ohio	9472	0.000003164260193591920
Northwood City	Ohio	9502	0.000144252277055346000
Norton City	Ohio	9263	0.000350585256291318000
Norwalk City	Ohio	8376	0.000629244692745860000
Norwalk Township	Ohio	8388	0.000009126940385299640
Norwich Township	Ohio	8081	0.000825805246746766000
Norwich Township	Ohio	8387	0.000005141938245132990
Norwich Village	Ohio	8850	0.000000727162551976196
Norwood City	Ohio	8217	0.001061538947657750000
Nottingham Township	Ohio	8296	0.000002144679861844260
Oak Harbor Village	Ohio	8899	0.000040465832759815600
Oak Hill Village	Ohio	8398	0.000009313588470192400
Oakwood City	Ohio	8795	0.000623027859580295000
Oakwood Village	Ohio	7893	0.000150221399153719000
Oakwood Village	Ohio	8925	0.000005715485816240670
Oberlin City	Ohio	8577	0.000490043110832825000
Obetz Village	Ohio	8064	0.000011871799684811600
Octa Village	Ohio	8044	0.000000123644483297760
Ohio City Village	Ohio	9356	0.000012531196037751000
Ohio Township	Ohio	7755	0.000023407980828581000
Ohio Township	Ohio	8777	0.000002627109253317660
Old Washington Village	Ohio	8173	0.000015535549042052400
Olive Township	Ohio	8714	0.000005069125430422970
Olive Township	Ohio	8890	0.000001938243584159620
Olmsted Falls City	Ohio	7892	0.000108929014559043000
Olmsted Township	Ohio	7914	0.000138751292321865000
Ontario City	Ohio	9083	0.000180527415410801000
Orange Township	Ohio	7513	0.000004570292988252020
Orange Township	Ohio	7691	0.000003468457414012180
Orange Township	Ohio	7983	0.000497787455930610000
Orange Township	Ohio	8712	0.000003168203394048030
Orange Township	Ohio	9198	0.000011135642068425800
Orange Village	Ohio	7895	0.000093869874300633700
Orangeville Village	Ohio	9270	0.000004949773557633860

Oregon City	Ohio	8605	0.0008771861303184240000
Orrville City	Ohio	9442	0.0000839212236813895000
Orwell Township	Ohio	7546	0.0000045079360205097300
Orwell Village	Ohio	7526	0.0000512365411116062000
Osgood Village	Ohio	7926	0.0000009216554384046960
Osnaburg Township	Ohio	9223	0.0000164030190446038000
Ostrander Village	Ohio	7965	0.0000011587231283148500
Ottawa County	Ohio	8894	0.0022409965315419500000
Ottawa Hills Village	Ohio	8599	0.0001255070587645070000
Ottawa Village	Ohio	9060	0.0000443440902291332000
Ottoville Village	Ohio	9058	0.0000102332515911726000
Otway Village	Ohio	9136	0.0000010650523205062800
Owensville Village	Ohio	7741	0.0000082331518776648400
Oxford City	Ohio	7661	0.0007441325775083430000
Oxford Township	Ohio	7666	0.0010316177131811500000
Oxford Township	Ohio	7828	0.0000020069135808911000
Oxford Township	Ohio	8185	0.0000011460650932741100
Oxford Township	Ohio	9330	0.0000007382095275599580
Painesville City	Ohio	8470	0.0007759862248471090000
Painesville Township	Ohio	8479	0.0003130035927608860000
Paint Township	Ohio	8050	0.0000002630182042183810
Paint Township	Ohio	8337	0.0000025380514176404700
Paint Township	Ohio	8367	0.0000039218164710980100
Paint Township	Ohio	8626	0.0000001455515998957730
Paint Township	Ohio	9110	0.0000035928150866088600
Paint Township	Ohio	9450	0.0000017740034341559700
Palestine Village	Ohio	7928	0.0000047963681090680500
Palmer Township	Ohio	9422	0.0000005477206820900340
Palmyra Township	Ohio	9021	0.0000076086670425165100
Pandora Village	Ohio	9063	0.0000086052342924545400
Paris Township	Ohio	9014	0.0000014076034028372700
Paris Township	Ohio	9225	0.0000097306045180766500
Parkman Township	Ohio	8141	0.0000080665771942911200
Parma City	Ohio	7894	0.0014450854594447700000
Parma Heights City	Ohio	7896	0.0003054008444921050000
Parral Village	Ohio	9305	0.0000000922761909456682
Pataskala City	Ohio	8513	0.0001629774550650560000
Patterson Village	Ohio	8268	0.0000007882860504944100
Paulding County	Ohio	8915	0.0007863755544894530000
Paulding Township	Ohio	8937	0.0000014374275705575100
Paulding Village	Ohio	8926	0.0000157774788099547000
Paxton Township	Ohio	9115	0.0000096729636944260400
Payne Village	Ohio	8924	0.0000053047922245835300
Pease Township	Ohio	7626	0.0000048719640242225400

Pebble Township	Ohio	8991	0.0000032445697053436900
Pee Pee Township	Ohio	8994	0.0001408618067159230000
Peebles Village	Ohio	7467	0.0000636706276419140000
Pemberville Village	Ohio	9491	0.0001204013441255530000
Peninsula Village	Ohio	9245	0.0000472053193981451000
Penn Township	Ohio	8827	0.0000013039409709108400
Pepper Pike City	Ohio	7901	0.0001814496900128410000
Perkins Township	Ohio	8005	0.0004795459942673680000
Perry County	Ohio	8940	0.0022292590201831000000
Perry Township	Ohio	7494	0.0000426503914065201000
Perry Township	Ohio	7649	0.0001344390992944140000
Perry Township	Ohio	7805	0.0000457496922671692000
Perry Township	Ohio	8056	0.0000033140293730179800
Perry Township	Ohio	8082	0.0000858202386846385000
Perry Township	Ohio	8481	0.0000239611482974640000
Perry Township	Ohio	8499	0.0000086289481650242800
Perry Township	Ohio	8537	0.0000152737125088298000
Perry Township	Ohio	8568	0.0000252225110403506000
Perry Township	Ohio	8778	0.0000008173228788111370
Perry Township	Ohio	8872	0.0000262083712201248000
Perry Township	Ohio	8974	0.0000002729748126917680
Perry Township	Ohio	8993	0.0000011870376970349100
Perry Township	Ohio	9067	0.0000000775246332661329
Perry Township	Ohio	9093	0.0000038427862605968600
Perry Township	Ohio	9232	0.0005032112622282330000
Perry Township	Ohio	9509	0.0000009746775476894600
Perry Village	Ohio	8469	0.0000508508813857897000
Perrysburg City	Ohio	9494	0.0005402006972964190000
Perrysburg Township	Ohio	9511	0.0003204395772945150000
Perrysville Village	Ohio	7508	0.0000079218411794931500
Peru Township	Ohio	8394	0.0000025709691225934400
Peru Township	Ohio	8844	0.0000066348561213834700
Phillipsburg Village	Ohio	8794	0.0003929271257625044000
Philo Village	Ohio	8856	0.0000098633655131124200
Pickaway County	Ohio	8961	0.0008747477872792970000
Pickaway Township	Ohio	8977	0.0000050955298369309600
Pickerington City	Ohio	8033	0.0003279472201567050000
Pierce Township	Ohio	7751	0.0006759256257069300000
Pierpont Township	Ohio	7541	0.0000111049155628899000
Pike County	Ohio	8983	0.0028769045625821400000
Pike Township	Ohio	7650	0.0000226484875700725000
Pike Township	Ohio	7730	0.0000251070540275873000
Pike Township	Ohio	8959	0.0000208539685999889000
Pike Township	Ohio	9227	0.0001992457115594630000

Piketon Village	Ohio	8979	0.000022474580397438500
Pioneer Village	Ohio	9470	0.000026933005368750300
Piqua City	Ohio	8746	0.000814244749689828000
Pitsburg Village	Ohio	7931	0.000005299518770833740
Pitt Township	Ohio	9529	0.000002653515125470090
Plain City Village	Ohio	8630	0.000095989735517886300
Plain Township	Ohio	8083	0.000363806295162790000
Plain Township	Ohio	9230	0.000434540996037793000
Plain Township	Ohio	9456	0.000002787719682206610
Plain Township	Ohio	9516	0.000002522694829280620
Plainfield Village	Ohio	7819	0.000000143350970064420
Pleasant City Village	Ohio	8168	0.000008105008790315310
Pleasant Hill Village	Ohio	8747	0.000002658845185752190
Pleasant Plain Village	Ohio	9390	0.000000108963748020554
Pleasant Township	Ohio	7654	0.000011324243785171000
Pleasant Township	Ohio	7733	0.000030332379992583000
Pleasant Township	Ohio	8030	0.000064475544988419900
Pleasant Township	Ohio	8084	0.000129087942356169000
Pleasant Township	Ohio	8256	0.000002632481462858940
Pleasant Township	Ohio	8318	0.000002091522843415140
Pleasant Township	Ohio	8458	0.000042742438022909900
Pleasant Township	Ohio	8670	0.000090207546246442200
Pleasant Township	Ohio	8956	0.000001712644764242620
Pleasant Township	Ohio	9173	0.000003004836143778800
Pleasant Township	Ohio	9362	0.000002668680637660720
Pleasantville Village	Ohio	8021	0.000000534116940728009
Plymouth Township	Ohio	7543	0.000016382499196578600
Plymouth Village	Ohio	9103	0.000060926898604724000
Poland Township	Ohio	8655	0.000138843248849197000
Poland Village	Ohio	8637	0.000057745907972059300
Polk Township	Ohio	7851	0.000010083364817778300
Polk Village	Ohio	7510	0.000000380857749025492
Pomeroy Village	Ohio	8704	0.000087917644183351100
Port Clinton City	Ohio	8897	0.000136129892082198000
Port Jefferson Village	Ohio	9188	0.000002908563226920110
Port Washington Village	Ohio	9303	0.000003045114301188190
Port William Village	Ohio	7766	0.000010234552162492800
Portage County	Ohio	8998	0.008603424171608030000
Portage Township	Ohio	8257	0.000001579488877726140
Portage Township	Ohio	8912	0.000000450335181755365
Portage Township	Ohio	9518	0.000001318681388025090
Portage Village	Ohio	9497	0.000015021501028779400
Porter Township	Ohio	7984	0.000034607197432904300

Porter Township	Ohio	9154	0.0003703719444558570000
Portsmouth City	Ohio	9142	0.0020917627574441600000
Potsdam Village	Ohio	8743	0.0000002127076148617910
Powell City	Ohio	7966	0.0001726497461191280000
Powhatan Point Village	Ohio	7614	0.0000155376149961546000
Prairie Township	Ohio	8087	0.0003226840974719140000
Prairie Township	Ohio	8365	0.0000036222332684241100
Preble County	Ohio	9030	0.0028722120938084800000
Proctorville Village	Ohio	8489	0.0000170950859872157000
Prospect Village	Ohio	8665	0.0000104487505306642000
Providence Township	Ohio	8610	0.0000247946735234784000
Pulaski Township	Ohio	9471	0.0000027227355155040200
Pultney Township	Ohio	7618	0.0000173810608431286000
Pusheta Township	Ohio	7597	0.0000025011154844535700
Put In Bay Township	Ohio	8913	0.0000324241330845543000
Put-In-Bay Village	Ohio	8900	0.0000375064872807635000
Putnam County	Ohio	9047	0.0012857460427241500000
Quaker City Village	Ohio	8170	0.0000040748981093112900
Quincy Village	Ohio	8548	0.0000031761680568651900
Raccoon Township	Ohio	8122	0.0000033350667600465300
Racine Village	Ohio	8705	0.0000101382508605765000
Radnor Township	Ohio	7982	0.0000016994605882022900
Randolph Township	Ohio	9020	0.0000128586473015377000
Range Township	Ohio	8627	0.0000066953735953133000
Rarden Township	Ohio	9153	0.0000191709417688436000
Rarden Village	Ohio	9147	0.0000047927354421435600
Ravenna City	Ohio	9004	0.0002046731434405420000
Ravenna Township	Ohio	9024	0.0000558476160924430000
Rawson Village	Ohio	8252	0.0000013162407314429400
Rayland Village	Ohio	8419	0.0000037314220017820800
Reading City	Ohio	8219	0.0004282908888669130000
Reading Township	Ohio	8962	0.0000181338857389920000
Recovery Township	Ohio	8734	0.0000007605391276431130
Reily Township	Ohio	7672	0.0000119533293254139000
Reminderville Village	Ohio	9247	0.0001417964756675330000
Rendville Village	Ohio	8946	0.0000017126447642426200
Republic Village	Ohio	9164	0.0000104230253738253000
Reynoldsburg City	Ohio	8042	0.0006528436833943140000
Rice Township	Ohio	9130	0.0000037259310244476500
Richfield Township	Ohio	8321	0.0000218659206357037000
Richfield Township	Ohio	8611	0.0000440510179099841000
Richfield Township	Ohio	9260	0.0000898977019499989000
Richfield Village	Ohio	9251	0.0003744834994032640000
Richland County	Ohio	9072	0.0069815072469291200000

Richland Township	Ohio	7495	0.0000028093072183757900
Richland Township	Ohio	7629	0.0000250181936380816000
Richland Township	Ohio	7776	0.0000054305786983116000
Richland Township	Ohio	7941	0.0000027649663152410300
Richland Township	Ohio	8031	0.0000032810040644181700
Richland Township	Ohio	8371	0.0000013889766668618000
Richland Township	Ohio	9533	0.0000010108629049474000
Richmond Heights City	Ohio	7900	0.0002047599071230870000
Richmond Township	Ohio	7542	0.0000029686407938825100
Richmond Township	Ohio	8389	0.0000141403301743851000
Richmond Village	Ohio	8420	0.0000071263413359506700
Richwood Village	Ohio	9341	0.0000131559673059918000
Ridgefield Township	Ohio	8392	0.0000032137114033428200
Ridgeville Township	Ohio	8319	0.0000020281433633116500
Ridgeway Village	Ohio	8277	0.0000036188077079982100
Riley Township	Ohio	9070	0.0000067446430940350200
Rio Grande Village	Ohio	8114	0.0000135157968694921000
Ripley Township	Ohio	8364	0.0000032681803925367700
Ripley Township	Ohio	8391	0.0000001285484561310190
Ripley Village	Ohio	7636	0.0001048218463183110000
Risingsun Village	Ohio	9492	0.0000042427140310395900
Rittman City	Ohio	8702	0.0000558605420832943000
Riverlea Village	Ohio	8065	0.0000015733710425741600
Riverside City	Ohio	8791	0.0007658448423543170000
Roaming Shores Village	Ohio	7527	0.0000327649983920796000
Rochester Township	Ohio	8590	0.0000126774599672687000
Rochester Village	Ohio	8573	0.0000001824094959343080
Rock Creek Village	Ohio	7532	0.0000019790938626601800
Rockford Village	Ohio	8723	0.0000172388868929565000
Rocky Ridge Village	Ohio	8901	0.0000019943415191523000
Rocky River City	Ohio	7898	0.0004716433928695390000
Rogers Village	Ohio	7790	0.0000051110010432759600
Rome Township	Ohio	7547	0.0000133039087435935000
Rome Township	Ohio	7569	0.0000026351475554797200
Rome Township	Ohio	8498	0.0000099314309068791600
Rome Village	Ohio	7471	0.0000024217510215938800
Rootstown Township	Ohio	9023	0.0000248422978933732000
Rose Township	Ohio	7694	0.0000044885919475610200
Roseville Village	Ohio	8873	0.0000154728866398083000
Ross County	Ohio	9099	0.0094673441232647700000
Ross Township	Ohio	7668	0.0002451189051558640000
Ross Township	Ohio	8164	0.0000024157972683842300
Ross Township	Ohio	8429	0.0000046269632822744300

Rossburg Village	Ohio	7932	0.0000092165543840469 60
Rossford City	Ohio	9490	0.0001189106608154200000
Roswell Village	Ohio	9311	0.0000258373334644638 00
Roundhead Township	Ohio	8274	0.0000218424899081374 00
Royalton Township	Ohio	8101	0.0000904775678767190 00
Rumley Township	Ohio	8299	0.0000589786962020642 00
Rush Creek Township	Ohio	8027	0.0000248745889537967000
Rush Township	Ohio	9155	0.0000444659343803963000
Rush Township	Ohio	9328	0.0000006459333366115950
Rushcreek Township	Ohio	8560	0.0000039235017173040600
Rushsylvania Village	Ohio	8547	0.0000009341670755755 26
Rushville Village	Ohio	8014	0.0000022890726031200 40
Russell Township	Ohio	8142	0.0001739691814870420000
Russells Point Village	Ohio	8546	0.0000214858427381563000
Russellville Village	Ohio	7642	0.0000540079318968084000
Russia Village	Ohio	9187	0.0000032409704527306800
Rutland Village	Ohio	8707	0.0000042770745817762600
Sabina Village	Ohio	7767	0.0000682999705525467000
Sagamore Hills Township	Ohio	9259	0.0002118372555013930000
Salem City	Ohio	7811	0.0003587580651873730000
Salem Township	Ohio	7596	0.0000010838167099209000
Salem Township	Ohio	7708	0.0000035647897586670100
Salem Township	Ohio	7807	0.0000084767822182279300
Salem Township	Ohio	8869	0.0000036635357618515400
Salem Township	Ohio	8914	0.0000067550277261957700
Salem Township	Ohio	9197	0.0000099722167775499500
Salem Township	Ohio	9325	0.0000247300191732451000
Salem Township	Ohio	9397	0.0000698457624812155000
Salem Township	Ohio	9432	0.0000046947487038212900
Salesville Village	Ohio	8172	0.0000006367028295967270
Salineville Village	Ohio	7792	0.0000324112261298656000
Salisbury Township	Ohio	8715	0.0000033266135637234900
Salt Creek Township	Ohio	8352	0.0000017165730083257500
Salt Creek Township	Ohio	8370	0.0000004357573856805500
Salt Creek Township	Ohio	9463	0.0000013033494618409700
Salt Lick Township	Ohio	8957	0.0000004029752386532460
Salt Rock Township	Ohio	8668	0.0000066175420027450200
Saltcreek Township	Ohio	8978	0.0000036851599713254000
Sandusky City	Ohio	7999	0.0011812067186956200000
Sandusky County	Ohio	9116	0.0028776889545863800000
Sandusky Township	Ohio	7850	0.0000001018521698766300
Sandusky Township	Ohio	9133	0.0000141416018431206000
Sandy Township	Ohio	9229	0.0000463362119900715000

Sandy Township	Ohio	9329	0.0000064593333661159500
Sarahsville Village	Ohio	8885	0.0000006460811947108920
Sardinia Village	Ohio	7652	0.0000412318619875025000
Savannah Village	Ohio	7509	0.0000021488435109236700
Saybrook Township	Ohio	7549	0.0001516205798113320000
Scio Village	Ohio	8287	0.0000014297865745538600
Scioto County	Ohio	9146	0.0088045212704839300000
Scioto Township	Ohio	7986	0.0000184623218445515000
Scioto Township	Ohio	8976	0.0000589170637402719000
Scioto Township	Ohio	8995	0.0000024532112405639500
Scioto Township	Ohio	9113	0.0001376324548522270000
Scipio Township	Ohio	8717	0.0000044354847514517200
Scipio Township	Ohio	9175	0.0000052584632515455500
Scott Township	Ohio	8673	0.0000012190208952396700
Scott Township	Ohio	9132	0.0000087220658074868800
Scott Village	Ohio	8936	0.0000060086762665517700
Seal Township	Ohio	8996	0.0000125034637422483000
Seaman Village	Ohio	7465	0.0000234446109538168000
Sebring Village	Ohio	8638	0.0000737353127701018000
Seneca County	Ohio	9160	0.0026233158546376500000
Seneca Township	Ohio	8779	0.0000011676041125796400
Seneca Township	Ohio	8889	0.0000016152029868041700
Senecaville Village	Ohio	8174	0.0000073857528231603900
Seven Hills City	Ohio	7897	0.0001952878189009130000
Seven Mile Village	Ohio	7659	0.0000122559452579279000
Seville Village	Ohio	8682	0.0000518649298746858000
Shadyside Village	Ohio	7611	0.0000732111350680789000
Shaker Heights City	Ohio	7899	0.0009818041444712620000
Shalersville Township	Ohio	9025	0.0000008749967098638060
Sharon Township	Ohio	8085	0.0000503478733621575000
Sharon Township	Ohio	8699	0.0000544084125764467000
Sharon Township	Ohio	9094	0.0000075184948574669600
Sharonville City	Ohio	7675	0.0012026449576035900000
Shawnee Hills Village	Ohio	7971	0.0000285818371651714000
Shawnee Township	Ohio	7498	0.0002714173860199970000
Shawnee Village	Ohio	8950	0.0000055409095313811100
Sheffield Lake City	Ohio	8579	0.0001060711218856780000
Sheffield Township	Ohio	7550	0.0000117646135169663000
Sheffield Township	Ohio	8596	0.0000365731039355603000
Sheffield Village	Ohio	8578	0.0003590730927458660000
Shelby City	Ohio	9076	0.0002822777124873140000
Shelby County	Ohio	9179	0.0024366280677883600000
Sherrodsville Village	Ohio	7685	0.0000099973184289402800
Sherwood Village	Ohio	7955	0.0000115736525232611000

Shiloh Village	Ohio	9078	0.0000014201601397377700
Shreve Village	Ohio	9435	0.0000112956953358833000
Sidney City	Ohio	9185	0.0007193292369030030000
Silver Lake Village	Ohio	9244	0.0000815938981551935000
Silverton Village	Ohio	8222	0.0001100246997687070000
Sinking Spring Village	Ohio	8324	0.0000175099715431261000
Smith Township	Ohio	7623	0.0000109290003787196000
Smith Township	Ohio	8651	0.0000526845136496505000
Smithfield Township	Ohio	8431	0.0000028358807212897200
Smithfield Village	Ohio	8416	0.0000201496788097310000
Smithville Village	Ohio	9436	0.0000116577368529865000
Solon City	Ohio	7907	0.0005390950210971670000
Somerford Township	Ohio	8628	0.0000176117435873615000
Somers Township	Ohio	9046	0.0000088903992655244300
Somerset Village	Ohio	8947	0.0000125929762076109000
Somerville Village	Ohio	7663	0.0000015130796614655900
South Amherst Village	Ohio	8575	0.0000189705875770926000
South Bloomfield Township	Ohio	8852	0.0000044785278818462900
South Bloomfield Village	Ohio	8965	0.0000120563875609347000
South Charleston Village	Ohio	7714	0.0000251070540275873000
South Euclid City	Ohio	7904	0.0003897616302162130000
South Lebanon Village	Ohio	9389	0.0000549177290027903000
South Point Village	Ohio	8490	0.0000574720509860639000
South Russell Village	Ohio	8131	0.0000630089307506725000
South Salem Village	Ohio	9105	0.0000052184222379536100
South Solon Village	Ohio	8620	0.0000069864767950509600
South Vienna Village	Ohio	7721	0.0000085389473089405200
South Webster Village	Ohio	9141	0.0000231648879708095000
South Zanesville Village	Ohio	8854	0.0000145602062335523000
Southington Township	Ohio	9293	0.0000135719597549503000
Sparta Village	Ohio	8833	0.0000007218561769531520
Spencer Township	Ohio	7493	0.0000015323493918144000
Spencer Township	Ohio	8183	0.0000015280867910321400
Spencer Township	Ohio	8609	0.0000230053671867937000
Spencer Township	Ohio	8697	0.0000006635172265275770
Spencer Village	Ohio	8681	0.0000151503100057310000
Spencerville Village	Ohio	7489	0.0000236875676820120000
Sprigg Township	Ohio	7482	0.000009871415138477550
Spring Valley Township	Ohio	8160	0.0000662894770438727000
Spring Valley Village	Ohio	8148	0.0000013528464702930100

Springboro City	Ohio	8810	0.000280838601304519000
Springdale City	Ohio	8221	0.000648183892243954000
Springfield City	Ohio	7722	0.004435027274693510000
Springfield Township	Ohio	7734	0.000098389064512873600
Springfield Township	Ohio	8120	0.000009127551132801460
Springfield Township	Ohio	8233	0.000987016176611839000
Springfield Township	Ohio	8430	0.000002089596321014130
Springfield Township	Ohio	8612	0.000405064872626448000
Springfield Township	Ohio	8652	0.000037155235607455800
Springfield Township	Ohio	9090	0.000165908119854915000
Springfield Township	Ohio	9117	0.000049746670426860300
Springfield Township	Ohio	9264	0.000439830824901571000
Springfield Township	Ohio	9476	0.000004636009121000610
St Albans Township	Ohio	8542	0.000040614190080187300
St Clair Township	Ohio	7677	0.000005144470848966860
St Clair Township	Ohio	7804	0.000157319105285482000
St Marys Township	Ohio	7598	0.000002000892387562850
St. Bernard Village	Ohio	8225	0.000355723069839143000
St. Clairsville City	Ohio	7613	0.000175654054278799000
St. Henry Village	Ohio	8726	0.000013182678212229200
St. Louisville Village	Ohio	8514	0.000003558080754919290
St. Marys City	Ohio	7591	0.000263284089995824000
St. Paris Village	Ohio	7700	0.000035647897586670100
Stafford Village	Ohio	8767	0.000000233520822515928
Stark County	Ohio	9201	0.014342818387047000000
Starr Township	Ohio	8358	0.000001345422087608130
Staunton Township	Ohio	8755	0.000003509675645075430
Sterling Township	Ohio	7651	0.000040651131537202000
Steubenville City	Ohio	8421	0.001280474774145860000
Steubenville Township	Ohio	8433	0.000000298513760137178
Stock Township	Ohio	8301	0.000003127658131743960
Stock Township	Ohio	8893	0.000000323040597355446
Stockport Village	Ohio	8823	0.000002106366183774910
Stokes Township	Ohio	8561	0.000044746602920797800
Stokes Township	Ohio	8623	0.000007132028394919800
Stone Creek Village	Ohio	9310	0.000001291866673223190
Stonelick Township	Ohio	7753	0.000172573320729724000
Stoutsville Village	Ohio	8017	0.000000686721780936012
Stow City	Ohio	9249	0.001382132038133500000
Strasburg Village	Ohio	9314	0.000030820247774274500
Stratton Village	Ohio	8424	0.000014030146726905400
Streetsboro City	Ohio	9003	0.000192955796194857000
Strongsville City	Ohio	7905	0.000692424449208259000
Struthers City	Ohio	8640	0.000236620184660844000

Stryker Village	Ohio	9469	0.000015674126075353500 0
Suffield Township	Ohio	9026	0.000025070557904705300 0
Sugar Bush Knolls Village	Ohio	9010	0.000009202195899059450
Sugar Creek Township	Ohio	7500	0.000002553915653041960 0
Sugar Creek Township	Ohio	9073	0.000001550492665322660 0
Sugar Creek Township	Ohio	9453	0.000003403190261524540 0
Sugar Grove Village	Ohio	8015	0.000001831258082496030 0
Sugarcreek Township	Ohio	8163	0.000440158262308508000 0
Sugarcreek Village	Ohio	9317	0.000025929609655466100 0
Sullivan Township	Ohio	7515	0.000016072197008493200 0
Summerfield Village	Ohio	8881	0.000001135753539152780 0
Summit County	Ohio	14922	0.0308592816277689
Summit Township	Ohio	8781	0.000000058380205628982 1
Summitville Village	Ohio	7793	0.000004487708233179490 0
Sunbury Village	Ohio	7974	0.000077093712137961600 0
Sunfish Township	Ohio	9005	0.000006330867717645230
Swan Creek Township	Ohio	8099	0.000045353312503914300 0
Swanton Township	Ohio	8613	0.000014058835503100400 0
Swanton Village	Ohio	8109	0.000067833306504741500 0
Switzerland Township	Ohio	8782	0.000001693025963259340 0
Sycamore Township	Ohio	8235	0.000547151971774878000 0
Sycamore Township	Ohio	9535	0.000002590336193926030 0
Sycamore Village	Ohio	9524	0.000011245849817590300 0
Sylvania City	Ohio	8600	0.000493166908424864000 0
Sylvania Township	Ohio	8616	0.001168672653094290000 0
Symmes Township	Ohio	8238	0.000285813985548506000 0
Symmes Township	Ohio	8501	0.000000488431028202314 0
Syracuse Village	Ohio	8710	0.000005069125430422970 0
Tallmadge City	Ohio	9029	0.000543844926251588000 0
Tarlton Village	Ohio	8028	0.000002100164091512150 0
Tate Township	Ohio	7760	0.000250223243339632000 0
Taylor Creek Township	Ohio	8279	0.000001040118567046470 0
Terrace Park Village	Ohio	8226	0.000053096496902261000 0
Texas Township	Ohio	7853	0.000002750008586617820 0
The Village Of Indian Hill City	Ohio	8205	0.000247418727837243000 0
Thompson Township	Ohio	7993	0.000002317446256629690 0
Thompson Township	Ohio	8138	0.000021062729340304800 0
Thorn Township	Ohio	8963	0.000006951322866573180 0
Thornville Village	Ohio	8952	0.000005742397150694260 0
Thurston Village	Ohio	8016	0.000012818806577418300 0
Tiffin City	Ohio	9166	0.000659092027901668000 0

Tiffin Township	Ohio	7970	0.0000047534644292061300
Tiltonsville Village	Ohio	8423	0.0000155227155274565000
Timberlake Village	Ohio	8468	0.0000218312684485850000
Tipp City	Ohio	8745	0.0003525628716342480000
Tiro Village	Ohio	7840	0.0000003055565096271960
Toledo City	Ohio	8602	0.0095498687395811700000
Tontogany Village	Ohio	9498	0.0000017773531751841600
Toronto City	Ohio	8426	0.0002613487970075220000
Townsend Township	Ohio	8393	0.0000057846805259093200
Townsend Township	Ohio	9134	0.0000002540407516725180
Tremont City Village	Ohio	7719	0.0000059900078135775800
Trenton City	Ohio	7669	0.0003899206287541800000
Trenton Township	Ohio	7987	0.0000005407374598874460
Trimble Township	Ohio	7572	0.0002156917073172200000
Trimble Village	Ohio	7561	0.0000040456548355082600
Trotwood City	Ohio	8798	0.0007601186897453180000
Troy City	Ohio	8748	0.0008427475700824230000
Troy Township	Ohio	7517	0.0000022089749442993600
Troy Township	Ohio	7575	0.0000081982368392882100
Troy Township	Ohio	8143	0.0002437898888533846000
Troy Township	Ohio	9096	0.0000325801443809200000
Troy Township	Ohio	9515	0.0002597228994679480000
Trumbull Township	Ohio	7545	0.0000060472312471369600
Truro Township	Ohio	8086	0.0004619989515839760000
Tully Township	Ohio	9364	0.0000074258939482170900
Turtle Creek Township	Ohio	9196	0.0000031578686462780300
Turtlecreek Township	Ohio	9401	0.0000667947775376638000
Tuscarawas County	Ohio	9297	0.0034852717320857000000
Tuscarawas Township	Ohio	9228	0.0001964655386398627000
Tuscarawas Village	Ohio	9312	0.0000359877144693225000
Twin Township	Ohio	7944	0.0000035714148238754400
Twin Township	Ohio	9119	0.0000491939296444295000
Twinsburg City	Ohio	9246	0.0007805575567063210000
Tymochtee Township	Ohio	9538	0.0000029694097831903800
Uhrichsville City	Ohio	9313	0.0000953213052455094000
Union City	Ohio	8758	0.0001863419514222320000
Union City Village	Ohio	7930	0.0000713130895459336000
Union County	Ohio	9337	0.0028114527986502800000
Union Township	Ohio	7594	0.0000015840398068116100
Union Township	Ohio	7696	0.0000007140941734841890
Union Township	Ohio	7713	0.0000001980438754859900
Union Township	Ohio	7752	0.0029829839292464500000
Union Township	Ohio	7777	0.0000804143384195860000
Union Township	Ohio	8049	0.0001315091021091910000

Union Township	Ohio	8338	0.000105117629547582000
Union Township	Ohio	8500	0.000011071103306170600
Union Township	Ohio	8536	0.000071942657214846100
Union Township	Ohio	8564	0.000001121000490685240
Union Township	Ohio	8736	0.000004394226070832860
Union Township	Ohio	8757	0.000036053940718695100
Union Township	Ohio	8871	0.000003005978061103100
Union Township	Ohio	8997	0.000001028766004100510
Union Township	Ohio	9114	0.000111653638072588000
Union Township	Ohio	9327	0.000002030076200783150
Union Township	Ohio	9351	0.000002343230228314290
Union Township	Ohio	9366	0.000002784710230581410
Union Township	Ohio	9403	0.000074858094890403500
Unionville Center Village	Ohio	9343	0.000001381339644906300
Uniopolis Village	Ohio	7585	0.000002334374452147680
Unity Township	Ohio	7806	0.000000747951372196582
University Heights City	Ohio	7903	0.000287418676996898000
Upper Arlington City	Ohio	8066	0.001122314171417970000
Upper Sandusky City	Ohio	9525	0.000101654900879472000
Upper Township	Ohio	8503	0.000007000844737773040
Urbana City	Ohio	7703	0.000538580319387296000
Urbancrest Village	Ohio	8068	0.000003218258950774970
Utica Village	Ohio	8459	0.000042128690428869100
Valley Hi Village	Ohio	8552	0.000001232440035987560
Valley Township	Ohio	8181	0.000005093622636773810
Valley Township	Ohio	9156	0.000017040837127831100
Valley View Village	Ohio	7902	0.000148741385370268000
Valleyview Village	Ohio	8069	0.000015018541770013800
Van Buren Township	Ohio	7946	0.000003225794034537670
Van Buren Township	Ohio	9065	0.000002170689731435560
Van Buren Township	Ohio	9199	0.000003656479484993890
Van Buren Village	Ohio	8244	0.000001113337854260300
Van Wert City	Ohio	9357	0.000495214302672670000
Van Wert County	Ohio	9352	0.001051228112066710000
Vandalia City	Ohio	8799	0.000905854887561174000
Vanlue Village	Ohio	8251	0.000001043972481515010
Venedocia Village	Ohio	9358	0.000000348088778815941
Venice Township	Ohio	9177	0.000000093901129492077
Vermilion City	Ohio	8012	0.000404739855096719000
Vermilion Township	Ohio	8006	0.000011966759443206200
Vermillion Township	Ohio	7518	0.000004570292988252020
Vernon Township	Ohio	7854	0.000000101852169876630
Vernon Township	Ohio	9158	0.000036478041975925700

Vernon Township	Ohio	9291	0.0000059077942461647000
Verona Village	Ohio	8811	0.0000115872825660210000
Versailles Village	Ohio	7929	0.0000936632339267019000
Vienna Township	Ohio	9295	0.0000394385183474383000
Vinton County	Ohio	9367	0.0010209124854247500000
Vinton Township	Ohio	9378	0.0000010960530083428000
Vinton Village	Ohio	8119	0.0000047393053958414200
Violet Township	Ohio	8032	0.0005823400702184360000
Virginia Township	Ohio	7832	0.0000078843033533949200
Wabash Township	Ohio	7947	0.0000046082771918887800
Wadsworth City	Ohio	8684	0.0007126175013069980000
Waite Hill Village	Ohio	8473	0.0000496971964693531000
Wakeman Village	Ohio	8375	0.0000169683962090466000
Walbridge Village	Ohio	9496	0.0000271763033889933000
Waldo Township	Ohio	8674	0.0000069658336871992700
Waldo Village	Ohio	8666	0.0000038966421891770200
Walnut Township	Ohio	8038	0.0000815672870896687000
Walnut Township	Ohio	8121	0.0000014042386357948900
Walton Hills Village	Ohio	7908	0.0000932038680974068000
Wapakoneta City	Ohio	7588	0.0002577816359297570000
Ward Township	Ohio	8350	0.0000139181595267762000
Warren City	Ohio	9268	0.0032965491893194900000
Warren County	Ohio	9381	0.0098369202801511100000
Warren Township	Ohio	7624	0.0000092172292351394000
Warren Township	Ohio	8436	0.0000040299357619462000
Warren Township	Ohio	9298	0.0000014370310328770900
Warren Township	Ohio	9332	0.0000019378000098347900
Warren Township	Ohio	9425	0.0000082158102314852100
Warrensville Heights City	Ohio	7906	0.0003382201501573250000
Warsaw Village	Ohio	7817	0.0000036629305314962600
Warwick Township	Ohio	9333	0.0000079357524213436300
Washington County	Ohio	9405	0.0031143397984688400000
Washington Court House City	Ohio	8043	0.0003521287718009820000
Washington Township	Ohio	7599	0.0000221765572955781000
Washington Township	Ohio	7628	0.0000079004822014710800
Washington Township	Ohio	7653	0.0001103387857597513000
Washington Township	Ohio	7698	0.0000020402690671246200
Washington Township	Ohio	7756	0.0002865459722039970000
Washington Township	Ohio	7778	0.0000275706303152096000
Washington Township	Ohio	7812	0.0000058589524156072400
Washington Township	Ohio	7830	0.0000078843033533949200
Washington Township	Ohio	7950	0.0000029953801748893500

Washington Township	Ohio	7961	0.0000033067578638658500
Washington Township	Ohio	8089	0.0011474881080963500000
Washington Township	Ohio	8186	0.0000089138396143541700
Washington Township	Ohio	8261	0.0000083581286444713900
Washington Township	Ohio	8307	0.0000031276581317439600
Washington Township	Ohio	8320	0.0000024084202439325800
Washington Township	Ohio	8342	0.0000038070771265145900
Washington Township	Ohio	8357	0.0000022732993893752500
Washington Township	Ohio	8368	0.0000002451135294469930
Washington Township	Ohio	8410	0.0000031045294899743300
Washington Township	Ohio	8504	0.0000006512413709543780
Washington Township	Ohio	8534	0.0000076368562544149100
Washington Township	Ohio	8562	0.0000166281739450342000
Washington Township	Ohio	8614	0.0000666303597792122000
Washington Township	Ohio	8735	0.0000010985565176947400
Washington Township	Ohio	8756	0.0000091464274390651200
Washington Township	Ohio	8783	0.0000000583802056289821
Washington Township	Ohio	8813	0.0012326946963883000000
Washington Township	Ohio	8843	0.0000022669091748082600
Washington Township	Ohio	8875	0.0001390264853253450000
Washington Township	Ohio	8935	0.0000037646912561386700
Washington Township	Ohio	8986	0.0000037306557736068300
Washington Township	Ohio	9045	0.0000064378753302723700
Washington Township	Ohio	9091	0.0000113612811177944000
Washington Township	Ohio	9139	0.0000060969780400542200
Washington Township	Ohio	9157	0.0001062389689686830000
Washington Township	Ohio	9195	0.0000074791625831624600
Washington Township	Ohio	9231	0.0000061163799828295200
Washington Township	Ohio	9513	0.0000021213570155197900
Washingtonville Village	Ohio	7816	0.0000131255297710747000
Waterford Township	Ohio	9427	0.0000468692412248347000
Waterloo Township	Ohio	7573	0.0000062462756870510700
Watertown Township	Ohio	9428	0.0000014084246111194500
Waterville City	Ohio	8606	0.0001169013473333040000
Waterville Township	Ohio	8617	0.0000145700658849334000
Wauseon City	Ohio	8096	0.0002595217326696690000
Waverly Village	Ohio	8981	0.0000725675712128181000
Wayne County	Ohio	9430	0.0021142500520100200000
Wayne Lakes Village	Ohio	7936	0.0000703914341068015000
Wayne Township	Ohio	7479	0.0000118456981661192000
Wayne Township	Ohio	7548	0.0000048377849975479200
Wayne Township	Ohio	7600	0.0000040017847751257100
Wayne Township	Ohio	7625	0.0000005266988134403860
Wayne Township	Ohio	7681	0.0000069601664427040200

Wayne Township	Ohio	7712	0.000013962093221715200
Wayne Township	Ohio	7758	0.000019210687714371700
Wayne Township	Ohio	7779	0.000001879815703307300
Wayne Township	Ohio	7810	0.000005609635291407010
Wayne Township	Ohio	7948	0.000000345620789391658
Wayne Township	Ohio	8055	0.000001315091021091910
Wayne Township	Ohio	8435	0.000019701908169484800
Wayne Township	Ohio	8784	0.000000058380205628982
Wayne Township	Ohio	8877	0.000001315115401739340
Wayne Township	Ohio	8892	0.000000807601493388615
Wayne Township	Ohio	8982	0.000000409462219051122
Wayne Township	Ohio	9335	0.000003691047637665090
Wayne Township	Ohio	9404	0.000035740109351065000
Wayne Village	Ohio	9499	0.000007568084487814910
Waynesburg Village	Ohio	9218	0.000011306035725803700
Waynesfield Village	Ohio	7582	0.000007086493872663340
Waynesville Village	Ohio	9394	0.000043367571712638500
Weathersfield Township	Ohio	9296	0.000234076388244955000
Weller Township	Ohio	9097	0.000004176941587511580
Wellington Village	Ohio	8576	0.000154500843055069000
Wells Township	Ohio	8434	0.000094479605086555400
Wellston City	Ohio	8397	0.000380304862540714000
Wellsville Village	Ohio	7795	0.000117677682560545000
Wesley Township	Ohio	9429	0.000001173687175914910
West Alexandria Village	Ohio	9035	0.000093502475034010300
West Carrollton City	Ohio	8797	0.000565204945955322000
West Chester Township	Ohio	7674	0.003499753257065100000
West Elkton Village	Ohio	9038	0.000025138370337074400
West Farmington Village	Ohio	9273	0.000001756371262405330
West Jefferson Village	Ohio	8625	0.000149044838292625000
West Lafayette Village	Ohio	7818	0.000024584691365747600
West Leipsic Village	Ohio	9059	0.000002015640464914070
West Liberty Village	Ohio	8550	0.000032789264353775900
West Manchester Village	Ohio	9039	0.000023605542877306200
West Mansfield Village	Ohio	8551	0.000000747333660465809
West Millgrove Village	Ohio	9501	0.000001032011521060770
West Milton Village	Ohio	8749	0.000092102397233251000
West Rushville Village	Ohio	8026	0.000001002517353786530
West Salem Village	Ohio	9443	0.000004670335571520490

West Township	Ohio	7809	0.000005484976729441600
West Union Village	Ohio	7468	0.000104883785845314000
West Unity Village	Ohio	9460	0.000013760852469856900
Westerville City	Ohio	7991	0.001987679139778390000
Westfield Center Village	Ohio	8676	0.000014486792779418900
Westfield Township	Ohio	8700	0.000020790206431269300
Westlake City	Ohio	7910	0.000440748105107990000
Westland Township	Ohio	8189	0.000000382021697758036
Weston Township	Ohio	9514	0.000000974677547689460
Weston Village	Ohio	9500	0.000008714763955779940
Wharton Village	Ohio	9527	0.000000252715726235503
Wheeling Township	Ohio	7631	0.000005003638727616310
Wheeling Township	Ohio	8190	0.000000382021697758036
Whetstone Township	Ohio	7849	0.000003055565096271960
White Eyes Township	Ohio	7833	0.000001791887125798510
Whitehall City	Ohio	8067	0.000663175894446125000
Whitehouse Village	Ohio	8604	0.000179015838737593000
Whitewater Township	Ohio	8237	0.000068032330347290600
Wickliffe City	Ohio	8474	0.000508686303848356000
Wilkesville Township	Ohio	9380	0.000005114914038843250
Wilkesville Village	Ohio	9365	0.000000968453522728472
Willard City	Ohio	8382	0.000317000492814658000
Williams County	Ohio	9454	0.001411701571019550000
Williamsburg Township	Ohio	7757	0.000129470349134240000
Williamsburg Village	Ohio	7744	0.000060053578401727200
Williamsfield Township	Ohio	7552	0.000004397986361407200
Williamsport Village	Ohio	8970	0.000003958134784205750
Willoughby City	Ohio	8471	0.001270207094742390000
Willoughby Hills City	Ohio	8475	0.000494842084834953000
Willowick City	Ohio	8477	0.000505935209050110000
Wills Township	Ohio	8188	0.000001018724527354760
Willshire Village	Ohio	9361	0.000006265598019010220
Wilmington City	Ohio	7769	0.001197024866189620000
Wilmot Village	Ohio	9217	0.000022797416299416900
Wilson Township	Ohio	7782	0.000006474920755824280
Wilson Village	Ohio	7617	0.000001325887826637900
Winchester Village	Ohio	7472	0.000031835313822304000
Windham Township	Ohio	9022	0.000001141300056364010
Windham Village	Ohio	9009	0.000028380328068885600
Windsor Township	Ohio	7551	0.000005937281588034430
Windsor Township	Ohio	8509	0.000006675224052107270
Windsor Township	Ohio	8825	0.000004613944974116560
Wintersville Village	Ohio	8422	0.000158809320396535000

Wood County	Ohio	9475	0.0056355282466581900000
Woodlawn Village	Ohio	8220	0.0002255232651989970000
Woodmere Village	Ohio	7909	0.0000066230616868066400
Woodsfield Village	Ohio	8772	0.0000105084370133245000
Woodstock Village	Ohio	7704	0.0000014211628504757200
Woodville Township	Ohio	9131	0.0000183756143709510000
Woodville Village	Ohio	9127	0.0000320938149614771000
Wooster City	Ohio	9446	0.0037893437438032000000
Wooster Township	Ohio	9455	0.0000162556641212479000
Worthington City	Ohio	8070	0.0007678050687850250000
Worthington Township	Ohio	9095	0.0000164571498547256000
Wren Village	Ohio	9363	0.0000077739827270060900
Wyandot County	Ohio	9519	0.0008982148699828720000
Wyoming City	Ohio	8223	0.0002062865373059660000
Xenia City	Ohio	8150	0.0011877992009227600000
Xenia Township	Ohio	8166	0.0000707345440192859000
Yankee Lake Village	Ohio	9272	0.0000003193402295282410
Yellow Creek Township	Ohio	7814	0.0000100973435245865000
Yellow Springs Village	Ohio	8156	0.0001332553773258280000
York Township	Ohio	7574	0.0000051726970534149400
York Township	Ohio	8105	0.0000579514548685075000
York Township	Ohio	8698	0.0000216748960667112000
York Township	Ohio	9138	0.0000058429372884975500
York Township	Ohio	9334	0.0000072898190845973300
York Township	Ohio	9370	0.0000010442663364747600
Yorkshire Village	Ohio	7933	0.0000071428296474814800
Yorkville Village	Ohio	7632	0.0000110461736273547000
Youngstown City	Ohio	8657	0.0053864862766374800000
Zaleski Village	Ohio	9374	0.0000007307020055528840
Zane Township	Ohio	8563	0.0000117705051521816000
Zanesfield Village	Ohio	8549	0.0000011777998373359000
Zanesville City	Ohio	8853	0.0012841162529870800000
Zoar Village	Ohio	9315	0.0000022146285826798700
Albany City	Oregon	9661	0.0115744212340000000000
Ashland City	Oregon	9693	0.0057255932380000000000
Astoria City	Oregon	9675	0.0018592830650000000000
Baker County	Oregon	9660	0.0047716362050000000000
Beaverton City	Oregon	9744	0.0097096760290000000000
Bend City	Oregon	9686	0.0094435190430000000000
Benton County	Oregon	9664	0.0102198853060000000000
Canby City	Oregon	9671	0.0017168124370000000000
Central Point City	Oregon	9695	0.0017187300430000000000
Clackamas County	Oregon	9662	0.0777131425770000000000

Clatsop County	Oregon	9679	0.0114236920990000000000
Columbia County	Oregon	9678	0.0100966994130000000000
Coos Bay City	Oregon	9687	0.0025389459290000000000
Coos County	Oregon	9681	0.0156330024700000000000
Cornelius City	Oregon	9742	0.0009497502650000000000
Corvallis City	Oregon	9666	0.0066337114250000000000
Cottage Grove City	Oregon	9704	0.0009102295750000000000
Crook County	Oregon	9685	0.0035132299110000000000
Curry County	Oregon	9683	0.0076129612950000000000
Dallas City	Oregon	9725	0.0016069646830000000000
Deschutes County	Oregon	9684	0.0225697536000000000000
Douglas County	Oregon	9688	0.0256894810470000000000
Eugene City	Oregon	9706	0.0276110399320000000000
Forest Grove City	Oregon	9735	0.0025221694150000000000
Gladstone City	Oregon	9665	0.0011813600320000000000
Grants Pass City	Oregon	9699	0.0082325818950000000000
Gresham City	Oregon	9722	0.0098319427180000000000
Happy Valley City	Oregon	9667	0.0001035060090000000000
Hermiston City	Oregon	9728	0.0013163043140000000000
Hillsboro City	Oregon	9743	0.0150835193640000000000
Hood River County	Oregon	9694	0.0035536874980000000000
Independence City	Oregon	9727	0.0008089706010000000000
Jackson County	Oregon	9692	0.0407695106400000000000
Jefferson County	Oregon	9702	0.0036746929150000000000
Josephine County	Oregon	9701	0.0165365237980000000000
Keizer City	Oregon	9721	0.0019165584510000000000
Klamath County	Oregon	9700	0.0121696286010000000000
Klamath Falls City	Oregon	9703	0.0032092752140000000000
La Grande City	Oregon	9739	0.0027156486690000000000
Lake Oswego City	Oregon	9670	0.0069341603420000000000
Lane County	Oregon	9705	0.0633268082340000000000
Lebanon City	Oregon	9708	0.0032693452820000000000
Lincoln County	Oregon	9709	0.0151903432680000000000
Linn County	Oregon	9712	0.0181853766890000000000
Malheur County	Oregon	9714	0.0050140270230000000000
Marion County	Oregon	9713	0.0416364753080000000000
Mcminnville City	Oregon	9747	0.0048035926350000000000
Medford City	Oregon	9696	0.0155407585980000000000
Milwaukie City	Oregon	9677	0.0021136471180000000000
Monmouth City	Oregon	9724	0.0007069609300000000000
Morrow County	Oregon	9723	0.0013515449370000000000
Multnomah County	Oregon	9720	0.1396438156620000000000
Newberg City	Oregon	9748	0.0040932573610000000000
Newport City	Oregon	9711	0.0019083926230000000000

Ontario City	Oregon	9717	0.0018697801820000000000
Oregon City	Oregon	9674	0.0027650404750000000000
Pendleton City	Oregon	9733	0.0035210494580000000000
Polk County	Oregon	9726	0.0070742996810000000000
Portland City	Oregon	9673	0.0827367028580000000000
Prineville City	Oregon	9682	0.0009248618430000000000
Redmond City	Oregon	9689	0.0015503110860000000000
Roseburg City	Oregon	9690	0.0063707998770000000000
Salem City	Oregon	9715	0.0304382214210000000000
Sandy City	Oregon	9669	0.0007750156820000000000
Sherwood City	Oregon	9745	0.0014042049280000000000
Silverton City	Oregon	9718	0.0007756307310000000000
Springfield City	Oregon	9710	0.0116672346590000000000
St. Helens City	Oregon	9680	0.0019644530770000000000
The Dalles City	Oregon	9737	0.0017234187380000000000
Tigard City	Oregon	9738	0.0050498759560000000000
Tillamook County	Oregon	9731	0.0090012288700000000000
Troutdale City	Oregon	9719	0.0008999296100000000000
Tualatin City	Oregon	9676	0.0015515656180000000000
Umatilla County	Oregon	9730	0.0097386338840000000000
Union County	Oregon	9732	0.0041538413740000000000
Wasco County	Oregon	9734	0.0041162787310000000000
Washington County	Oregon	9736	0.0721676222100000000000
West Linn City	Oregon	9668	0.0016005049830000000000
Wilsonville City	Oregon	9672	0.0013833513960000000000
Woodburn City	Oregon	9716	0.0020693492660000000000
Yamhill County	Oregon	9746	0.0141202464440000000000
Abbeville County	South Carolina	10199	0.0033500598230000000000
Aiken City	South Carolina	10205	0.0078380268920000000000
Aiken County	South Carolina	10203	0.0256616705970000000000
Allendale County	South Carolina	10200	0.0012204418230000000000
Anderson City	South Carolina	10211	0.0117353030520000000000
Anderson County	South Carolina	10206	0.0333922319040000000000
Bamberg County	South Carolina	10210	0.0027059133720000000000
Barnwell County	South Carolina	10208	0.0046532247690000000000
Beaufort City	South Carolina	10212	0.0007699824780000000000
Beaufort County	South Carolina	10213	0.0233644183520000000000
Berkeley County	South Carolina	10216	0.0209614402940000000000
Bluffton Town	South Carolina	10215	0.0004819689170000000000
Calhoun County	South Carolina	10225	0.0018332603930000000000
Cayce City	South Carolina	10267	0.0025721369600000000000
Charleston City	South Carolina	10221	0.0230043405520000000000
Charleston County	South Carolina	10229	0.0380164384880000000000
Cherokee County	South Carolina	10227	0.0094407007450000000000

Chester City	South Carolina	10231	0.0012995731330000000000
Chester County	South Carolina	10230	0.0039479652110000000000
Chesterfield County	South Carolina	10232	0.0094434886640000000000
Clarendon County	South Carolina	10235	0.0057053835750000000000
Clemson City	South Carolina	10207	0.0033116168770000000000
Colleton County	South Carolina	10233	0.0085893655350000000000
Columbia City	South Carolina	10270	0.0239180607020000000000
Conway City	South Carolina	10250	0.0028947394020000000000
Darlington County	South Carolina	10234	0.0169064628670000000000
Dillon County	South Carolina	10237	0.0066084114170000000000
Dorchester County	South Carolina	10236	0.0160157659750000000000
Easley City	South Carolina	10209	0.0085658357710000000000
Edgefield County	South Carolina	10238	0.0035860970740000000000
Fairfield County	South Carolina	10242	0.0035364218910000000000
Florence City	South Carolina	10239	0.0100653369040000000000
Florence County	South Carolina	10240	0.0220590062720000000000
Forest Acres City	South Carolina	10277	0.0009959290560000000000
Fort Mill Town	South Carolina	10289	0.0017149748020000000000
Fountain Inn City	South Carolina	10251	0.0019756970940000000000
Gaffney City	South Carolina	10228	0.0020443537820000000000
Georgetown City	South Carolina	10249	0.0026262335620000000000
Georgetown County	South Carolina	10241	0.0118950989000000000000
Goose Creek City	South Carolina	10218	0.0054735757680000000000
Greenville City	South Carolina	10244	0.0227056483950000000000
Greenville County	South Carolina	10243	0.0715023283640000000000
Greenwood City	South Carolina	10248	0.0003082206180000000000
Greenwood County	South Carolina	10255	0.0133889444900000000000
Greer City	South Carolina	10245	0.0055905646720000000000
Hampton County	South Carolina	10252	0.0034503769190000000000
Hanahan City	South Carolina	10222	0.0022796848400000000000
Hilton Head Island Town	South Carolina	10220	0.0023238784580000000000
Horry County	South Carolina	10253	0.0521667188790000000000
Irmo Town	South Carolina	10266	0.0009427409060000000000
James Island Town	South Carolina	10223	0.0004615518870000000000
Jasper County	South Carolina	10259	0.0042785483170000000000
Kershaw County	South Carolina	10257	0.0107808928230000000000
Lancaster County	South Carolina	10258	0.0148092826030000000000
Laurens County	South Carolina	10262	0.0135984429460000000000
Lee County	South Carolina	10260	0.0021766218200000000000
Lexington County	South Carolina	10264	0.0448813916050000000000
Lexington Town	South Carolina	10261	0.0023421040620000000000
Marion County	South Carolina	10269	0.0069732423070000000000
Marlboro County	South Carolina	10265	0.0048782380420000000000

Mauldin City	South Carolina	10246	0.0042532539290000000000
Mccormick County	South Carolina	10268	0.0012816234930000000000
Moncks Corner Town	South Carolina	10217	0.0019654264450000000000
Mount Pleasant Town	South Carolina	10226	0.0057508018890000000000
Myrtle Beach City	South Carolina	10254	0.0190682340680000000000
Newberry City	South Carolina	10274	0.0003448646570000000000
Newberry County	South Carolina	10273	0.0056565517100000000000
North Augusta City	South Carolina	10202	0.0051396785250000000000
North Charleston City	South Carolina	10219	0.0177510909590000000000
North Myrtle Beach City	South Carolina	10256	0.0063663132480000000000
Oconee County	South Carolina	10271	0.0280995152140000000000
Orangeburg City	South Carolina	10275	0.0004689403440000000000
Orangeburg County	South Carolina	10272	0.0145439829120000000000
Pickens County	South Carolina	10276	0.0281433471650000000000
Port Royal Town	South Carolina	10214	0.0002060986170000000000
Richland County	South Carolina	10278	0.0388167238390000000000
Rock Hill City	South Carolina	10290	0.0131200735550000000000
Saluda County	South Carolina	10280	0.0026048018090000000000
Simpsonville City	South Carolina	10247	0.0034970644950000000000
Spartanburg City	South Carolina	10279	0.0118903089580000000000
Spartanburg County	South Carolina	10282	0.0640842933950000000000
Summerville Town	South Carolina	10224	0.0064460119120000000000
Sumter City	South Carolina	10283	0.0053906426710000000000
Sumter County	South Carolina	10284	0.0094809957330000000000
Tega Cay City	South Carolina	10292	0.0004333650220000000000
Union County	South Carolina	10281	0.0064995240200000000000
West Columbia City	South Carolina	10263	0.0039438583220000000000
Williamsburg County	South Carolina	10287	0.0049313576290000000000
York County	South Carolina	10286	0.0258008788650000000000
Anderson County	Tennessee	10371	0.0120632490260000000000
Arlington Town	Tennessee	10524	0.0000365663090000000000
Bartlett City	Tennessee	10523	0.0007305615660000000000
Bedford County	Tennessee	10372	0.0057626635550000000000
Benton County	Tennessee	10377	0.0052166080680000000000
Bledsoe County	Tennessee	10380	0.0013985808200000000000
Blount County	Tennessee	10378	0.0191964655810000000000
Bradley County	Tennessee	10381	0.0104302175520000000000
Brentwood City	Tennessee	10561	0.0004782086000000000000
Bristol City	Tennessee	10535	0.0054268711500000000000
Campbell County	Tennessee	10382	0.0159743705590000000000
Cannon County	Tennessee	10383	0.0032054539490000000000
Carroll County	Tennessee	10384	0.0044380607850000000000
Carter County	Tennessee	10392	0.0084355968910000000000

Chattanooga City	Tennessee	10436	0.0049812370280000000000
Cheatham County	Tennessee	10396	0.0082099987810000000000
Chester County	Tennessee	10390	0.0017513991180000000000
Claiborne County	Tennessee	10391	0.0119294123570000000000
Clarksville City	Tennessee	10486	0.0022968151920000000000
Clay County	Tennessee	10395	0.0032615091700000000000
Cleveland City	Tennessee	10388	0.0055312822520000000000
Cocke County	Tennessee	10394	0.0087462574700000000000
Coffee County	Tennessee	10398	0.0089535516980000000000
Collierville Town	Tennessee	10528	0.0006173753870000000000
Columbia City	Tennessee	10479	0.0003908941580000000000
Cookeville City	Tennessee	10504	0.0084041019200000000000
Crockett County	Tennessee	10403	0.0012320624760000000000
Cumberland County	Tennessee	10400	0.0087848479590000000000
Dandridge Town	Tennessee	10456	0.0001090896630000000000
De Kalb County	Tennessee	10406	0.0044784258860000000000
Decatur County	Tennessee	10414	0.0036071959390000000000
Decatur Town	Tennessee	10488	0.0000505994810000000000
Dickson County	Tennessee	10413	0.0083413473080000000000
Dyer County	Tennessee	10412	0.0040190885590000000000
Fayette County	Tennessee	10415	0.0031570838310000000000
Fentress County	Tennessee	10420	0.0055267146560000000000
Franklin City	Tennessee	10563	0.0010899896460000000000
Franklin County	Tennessee	10419	0.0063233711080000000000
Gallatin City	Tennessee	10536	0.0007600796740000000000
Gatlinburg City	Tennessee	10515	0.0005078196680000000000
Germantown City	Tennessee	10527	0.0006875010470000000000
Gibson County	Tennessee	10417	0.0049406952190000000000
Giles County	Tennessee	10425	0.0046043676660000000000
Grainger County	Tennessee	10426	0.0046712606680000000000
Greene County	Tennessee	10429	0.0121279671010000000000
Grundy County	Tennessee	10432	0.0038968588920000000000
Hamblen County	Tennessee	10431	0.0226144886040000000000
Hamilton County	Tennessee	10433	0.0420555303460000000000
Hancock County	Tennessee	10441	0.0020890653760000000000
Hardeman County	Tennessee	10437	0.0021506584080000000000
Hardin County	Tennessee	10443	0.0056839466440000000000
Hartsville-Trousdale County	Tennessee	10542	0.0011396415220000000000
Hawkins County	Tennessee	10442	0.0109680950830000000000
Haywood County	Tennessee	10444	0.0011042635920000000000
Henderson County	Tennessee	10445	0.0024988676560000000000
Hendersonville City	Tennessee	10538	0.0011374075540000000000
Henry County	Tennessee	10446	0.0066616859910000000000

Hickman County	Tennessee	10448	0.0028040892440000000000
Houston County	Tennessee	10450	0.0011987355250000000000
Humphreys County	Tennessee	10451	0.0024416089820000000000
Jackson City	Tennessee	10473	0.0004313706440000000000
Jackson County	Tennessee	10452	0.0027809853670000000000
Jefferson County	Tennessee	10453	0.0089122473670000000000
Johnson City	Tennessee	10389	0.0106828552600000000000
Johnson County	Tennessee	10454	0.0022820659780000000000
Kingsport City	Tennessee	10440	0.0098711493590000000000
Knox County	Tennessee	10455	0.0918091981440000000000
Knoxville City	Tennessee	10457	0.0154178168880000000000
La Vergne City	Tennessee	10525	0.0005189501470000000000
Lake County	Tennessee	10461	0.0006714646320000000000
Lauderdale County	Tennessee	10458	0.0027337751530000000000
Lawrence County	Tennessee	10460	0.0069928505030000000000
Lebanon City	Tennessee	10565	0.0011102582470000000000
Lewis County	Tennessee	10468	0.0015282259200000000000
Lexington City	Tennessee	10447	0.0007968674960000000000
Lincoln County	Tennessee	10470	0.0040607844110000000000
Loudon County	Tennessee	10469	0.0089924842960000000000
Lynchburg, Moore County Metropolitan Government	Tennessee	10490	0.0005791060700000000000
Macon County	Tennessee	10471	0.0030910170000000000000
Madison County	Tennessee	10475	0.0089072568450000000000
Marion County	Tennessee	10474	0.0036371612590000000000
Marshall County	Tennessee	10477	0.0054222273440000000000
Maryville City	Tennessee	10379	0.0032239010400000000000
Maury County	Tennessee	10480	0.0107725401780000000000
Mcminn County	Tennessee	10483	0.0092972737470000000000
Mcnairy County	Tennessee	10489	0.0042698846560000000000
Meigs County	Tennessee	10485	0.0020164507370000000000
Memphis City	Tennessee	10529	0.0490792163070000000000
Millington City	Tennessee	10534	0.0002122005830000000000
Monroe County	Tennessee	10492	0.0075067355930000000000
Montgomery County	Tennessee	10484	0.0167585456820000000000
Morgan County	Tennessee	10494	0.0051325627150000000000
Morristown City	Tennessee	10430	0.0039194627970000000000
Mount Juliet City	Tennessee	10568	0.0005776224810000000000
Murfreesboro City	Tennessee	10520	0.0072835494140000000000
Nashville-Davidson Metropolitan Government	Tennessee	10404	0.0898102360060000000000
Oak Ridge City	Tennessee	10369	0.0095980500110000000000

Obion County	Tennessee	10493	0.0031980334910000000000
Overton County	Tennessee	10495	0.0054616708030000000000
Perry County	Tennessee	10497	0.0008578646640000000000
Pickett County	Tennessee	10496	0.0014711326480000000000
Pigeon Forge City	Tennessee	10517	0.0008773225880000000000
Polk County	Tennessee	10499	0.0032201315600000000000
Putnam County	Tennessee	10500	0.0039308960230000000000
Rhea County	Tennessee	10507	0.0054044205040000000000
Ripley City	Tennessee	10465	0.0001907599340000000000
Roane County	Tennessee	10510	0.0163615358540000000000
Robertson County	Tennessee	10511	0.0093330431970000000000
Rutherford County	Tennessee	10521	0.0257569781540000000000
Scott County	Tennessee	10514	0.0051893410960000000000
Sequatchie County	Tennessee	10518	0.0024339745480000000000
Sevier County	Tennessee	10522	0.0144127820950000000000
Shelby County	Tennessee	10526	0.0352554890820000000000
Smith County	Tennessee	10532	0.0057118429800000000000
Smyrna Town	Tennessee	10513	0.0013146916560000000000
Spring Hill City	Tennessee	10482	0.0002445987730000000000
Stewart County	Tennessee	10531	0.0014592731470000000000
Sullivan County	Tennessee	10530	0.0145733979060000000000
Sumner County	Tennessee	10537	0.0174490871870000000000
Tipton County	Tennessee	10539	0.0063127498150000000000
Unicoi County	Tennessee	10541	0.0034645276630000000000
Union County	Tennessee	10540	0.0056067451480000000000
Van Buren County	Tennessee	10546	0.0004791725350000000000
Warren County	Tennessee	10548	0.0057191126940000000000
Washington County	Tennessee	10555	0.0110610461590000000000
Wayne County	Tennessee	10551	0.0023287175940000000000
Weakley County	Tennessee	10556	0.0038747775730000000000
White County	Tennessee	10558	0.0041623949910000000000
Williamson County	Tennessee	10560	0.0168433049840000000000
Wilson County	Tennessee	10566	0.0140190727600000000000
Abbott City	Texas	11279	0.0000045866700000000000
Abernathy City	Texas	11164	0.0000073333000000000000
Abilene City	Texas	11395	0.0037587866700000000000
Ackerly City	Texas	10939	0.0000001400000000000000
Addison Town	Texas	10914	0.0003872933300000000000
Adrian City	Texas	11658	0.0000012066700000000000
Agua Dulce City	Texas	11646	0.0000002866700000000000
Alamo City	Texas	11257	0.0001474733300000000000
Alamo Heights City	Texas	10631	0.0001879866700000000000
Alba Town	Texas	11717	0.0000213066700000000000
Albany City	Texas	11795	0.0000012000000000000000

Aledo City	Texas	11685	0.0000022066700000000000
Alice City	Texas	11370	0.0004752733300000000000
Allen City	Texas	10834	0.0021005400000000000000
Alma Town	Texas	11026	0.0000073800000000000000
Alpine City	Texas	10717	0.0001979066700000000000
Alto Town	Texas	10803	0.0000251133300000000000
Alton City	Texas	11270	0.0000769333300000000000
Alvarado City	Texas	11377	0.0001935266700000000000
Alvin City	Texas	10683	0.0007597466700000000000
Alvord Town	Texas	12005	0.0000023866700000000000
Amarillo City	Texas	11711	0.0065844066700000000000
Ames City	Texas	11487	0.0000371400000000000000
Amherst City	Texas	11453	0.0000001466700000000000
Anahuac City	Texas	10788	0.0000036133300000000000
Anderson City	Texas	11153	0.0000001266700000000000
Anderson County	Texas	10567	0.0017917533300000000000
Andrews City	Texas	10569	0.0001265533300000000000
Andrews County	Texas	10571	0.0002507066700000000000
Angelina County	Texas	10573	0.0015330400000000000000
Angleton City	Texas	10689	0.0004186066700000000000
Angus City	Texas	11640	0.0000022066700000000000
Anna City	Texas	10836	0.0000605000000000000000
Annetta North Town	Texas	11683	0.0000002266700000000000
Annetta South Town	Texas	11689	0.0000040133300000000000
Annetta Town	Texas	11690	0.0000397066700000000000
Annona Town	Texas	11739	0.0000049200000000000000
Anson City	Texas	11384	0.0000342266700000000000
Anthony Town	Texas	11009	0.0000300933300000000000
Anton City	Texas	11294	0.0000029600000000000000
Appleby City	Texas	11621	0.0000103400000000000000
Aquilla City	Texas	11293	0.0000013866700000000000
Aransas County	Texas	10578	0.0017767466700000000000
Aransas Pass City	Texas	11654	0.0003854200000000000000
Archer City	Texas	10585	0.0000703600000000000000
Archer County	Texas	10581	0.0003035600000000000000
Arcola City	Texas	11078	0.0000486000000000000000
Argyle City	Texas	10965	0.0000760400000000000000
Arlington City	Texas	11832	0.0049053533300000000000
Armstrong County	Texas	10589	0.0000064933300000000000
Arp City	Texas	11804	0.0001339333000000000000
Asherton City	Texas	10988	0.0000007466700000000000
Aspermont Town	Texas	11831	0.0000006000000000000000
Atascosa County	Texas	10593	0.0011793533300000000000
Athens City	Texas	11233	0.0007062800000000000000

Atlanta City	Texas	10783	0.0002066333300000000000
Aubrey City	Texas	10950	0.0001009400000000000000
Aurora City	Texas	12019	0.0000123266700000000000
Austin City	Texas	11912	0.0325181066700000000000
Austin County	Texas	10597	0.0005068666700000000000
Austwell City	Texas	11735	0.0000007266700000000000
Avery Town	Texas	11732	0.0000009200000000000000
Avinger Town	Texas	10779	0.0000074333300000000000
Azle City	Texas	11691	0.0002147533300000000000
Bailey City	Texas	11037	0.0000063333300000000000
Bailey County	Texas	10605	0.0001025133300000000000
Bailey'S Prairie Village	Texas	10700	0.0000373600000000000000
Baird City	Texas	10750	0.0000186800000000000000
Balch Springs City	Texas	10912	0.0001823866700000000000
Balcones Heights City	Texas	10643	0.0001587400000000000000
Ballinger City	Texas	11759	0.0000611466700000000000
Balmorhea City	Texas	11740	0.0000004200000000000000
Bandera City	Texas	10608	0.0001928667000000000000
Bandera County	Texas	10609	0.0005787666700000000000
Bangs City	Texas	10722	0.0000203333300000000000
Bardwell City	Texas	11012	0.0000024133300000000000
Barry City	Texas	11630	0.0000013333300000000000
Barstow City	Texas	11955	0.0000004066700000000000
Bartlett City	Texas	12000	0.0000224933300000000000
Bartonville Town	Texas	10970	0.0000592466700000000000
Bastrop City	Texas	10610	0.0003088000000000000000
Bastrop County	Texas	10612	0.0022930666700000000000
Bay City	Texas	11536	0.0003860800000000000000
Baylor County	Texas	10615	0.0001988800000000000000
Bayou Vista City	Texas	11104	0.0000416000000000000000
Bayside Town	Texas	11746	0.0000016133300000000000
Baytown City	Texas	10802	0.0014404400000000000000
Bayview Town	Texas	10765	0.0000002733300000000000
Beach City	Texas	10794	0.0000833666700000000000
Bear Creek Village	Texas	11225	0.0000060400000000000000
Beasley City	Texas	11075	0.0000008666700000000000
Beaumont City	Texas	11362	0.0045534000000000000000
Beckville City	Texas	11674	0.0000083133300000000000
Bedford City	Texas	11839	0.0006287600000000000000
Bedias City	Texas	11151	0.0000231666700000000000
Bee Cave City	Texas	11902	0.0000857533300000000000
Bee County	Texas	10611	0.0006522933300000000000
Beeville City	Texas	10617	0.0001601800000000000000
Bell County	Texas	10622	0.0043383200000000000000

Bellaire City	Texas	11189	0.0002750933300000000000
Bellevue City	Texas	10821	0.0000037333000000000000
Bellmead City	Texas	11544	0.0000965800000000000000
Bells Town	Texas	11129	0.0000126066700000000000
Bellville City	Texas	10600	0.0000499200000000000000
Belton City	Texas	10618	0.0004845333300000000000
Benavides City	Texas	10996	0.0000010133300000000000
Benbrook City	Texas	11836	0.0002927933300000000000
Benjamin City	Texas	11434	0.0000063400000000000000
Berryville Town	Texas	11248	0.0000958600000000000000
Bertram City	Texas	10742	0.0000012133300000000000
Beverly Hills City	Texas	11546	0.0000289066700000000000
Bevil Oaks City	Texas	11366	0.0000036600000000000000
Bexar County	Texas	10632	0.0467143466700000000000
Big Lake City	Texas	11725	0.0000036466700000000000
Big Sandy Town	Texas	11917	0.0000305266700000000000
Big Spring City	Texas	11323	0.0012661866700000000000
Big Wells City	Texas	10982	0.0000015733300000000000
Bishop City	Texas	11647	0.0000547533300000000000
Bishop Hills Town	Texas	11708	0.0000021533300000000000
Blackwell City	Texas	10826	0.0000002066700000000000
Blanco City	Texas	10660	0.0000412733300000000000
Blanco County	Texas	10656	0.0003281533300000000000
Blanket Town	Texas	10721	0.0000009800000000000000
Bloomburg Town	Texas	10781	0.0000067333300000000000
Blooming Grove Town	Texas	11622	0.0000023466700000000000
Blossom City	Texas	11444	0.0000013200000000000000
Blue Mound City	Texas	11854	0.0000192533300000000000
Blue Ridge City	Texas	10837	0.0000089666700000000000
Blum Town	Texas	11282	0.0000108133300000000000
Boerne City	Texas	11417	0.0003038400000000000000
Bogata City	Texas	11728	0.0000243266700000000000
Bonham City	Texas	11039	0.0006727266700000000000
Bonney Village	Texas	10703	0.0000167333300000000000
Booker Town	Texas	11506	0.0000069066700000000000
Borden County	Texas	10661	0.0000066666700000000000
Borger City	Texas	11344	0.0004645333300000000000
Bosque County	Texas	10662	0.0004738200000000000000
Bovina City	Texas	11694	0.0000011533300000000000
Bowie City	Texas	11585	0.0005574666700000000000
Bowie County	Texas	10675	0.0015546000000000000000
Boyd Town	Texas	12012	0.0000463533300000000000
Brackettville City	Texas	11429	0.0000000533300000000000
Brady City	Texas	11541	0.0001832000000000000000

Brazoria City	Texas	10685	0.0000769133300000000000
Brazoria County	Texas	10684	0.0068072666700000000000
Brazos Bend City	Texas	11306	0.0000030800000000000000
Brazos Country City	Texas	10603	0.0000060133300000000000
Brazos County	Texas	10708	0.0022805800000000000000
Breckenridge City	Texas	11826	0.0001598400000000000000
Bremond City	Texas	11745	0.0000370266700000000000
Brenham City	Texas	11958	0.0003650000000000000000
Brewster County	Texas	10712	0.0004005800000000000000
Briarcliff Village	Texas	11897	0.0000038133300000000000
Briaroaks City	Texas	11385	0.0000003800000000000000
Bridge City	Texas	11665	0.0005383733300000000000
Bridgeport City	Texas	12011	0.0002220066700000000000
Briscoe County	Texas	10715	0.0000065133300000000000
Broaddus Town	Texas	11769	0.0000002066700000000000
Bronte Town	Texas	10828	0.0000006600000000000000
Brooks County	Texas	10720	0.0001380666700000000000
Brookshire City	Texas	11948	0.0000427066700000000000
Brookside Village City	Texas	10692	0.0000074000000000000000
Brown County	Texas	10723	0.0012894466700000000000
Browndell City	Texas	11351	0.0000010133300000000000
Brownfield City	Texas	11878	0.0000963466700000000000
Brownsboro City	Texas	11236	0.0000211733300000000000
Brownsville City	Texas	10757	0.0028337133300000000000
Brownwood City	Texas	10724	0.0011104800000000000000
Bruceville-Eddy City	Texas	11562	0.0000112800000000000000
Bryan City	Texas	10707	0.0016459800000000000000
Bryson City	Texas	11345	0.0000081866700000000000
Buckholts Town	Texas	11573	0.0000074200000000000000
Buda City	Texas	11224	0.0000718933300000000000
Buffalo City	Texas	11469	0.0000791066700000000000
Buffalo Gap Town	Texas	11872	0.0000005866700000000000
Buffalo Springs Village	Texas	11515	0.0000012533300000000000
Bullard Town	Texas	11814	0.0000499133300000000000
Bulverde City	Texas	10877	0.0000962400000000000000
Bunker Hill Village City	Texas	11188	0.0000031466700000000000
Burkburnett City	Texas	11979	0.0002522933300000000000
Burke City	Texas	10574	0.0000074266700000000000
Burleson City	Texas	11388	0.0010118600000000000000
Burleson County	Texas	10726	0.0004682933300000000000
Burnet City	Texas	10732	0.0002223000000000000000
Burnet County	Texas	10729	0.0012655266700000000000
Burton City	Texas	11961	0.0000062466700000000000
Byers City	Texas	10818	0.0000005133300000000000

Bynum Town	Texas	11288	0.0000025333300000000000
Cactus City	Texas	11605	0.0000318600000000000000
Caddo Mills City	Texas	11326	0.0000002866700000000000
Caldwell City	Texas	10727	0.0001216333300000000000
Caldwell County	Texas	10738	0.0005760866700000000000
Calhoun County	Texas	10746	0.0008528400000000000000
Callahan County	Texas	10751	0.0000859600000000000000
Callisburg City	Texas	10889	0.0000006733300000000000
Calvert City	Texas	11747	0.0000051466700000000000
Cameron City	Texas	11574	0.0000739400000000000000
Cameron County	Texas	10753	0.0035801733300000000000
Camp County	Texas	10775	0.0001923400000000000000
Camp Wood City	Texas	11729	0.0000028133300000000000
Campbell City	Texas	11335	0.0000074400000000000000
Canadian City	Texas	11235	0.0000072666700000000000
Caney City Town	Texas	11245	0.0000133666700000000000
Canton City	Texas	11934	0.0003782266700000000000
Canyon City	Texas	11718	0.0001750066700000000000
Carbon Town	Texas	10994	0.0000041333300000000000
Carl'S Corner Town	Texas	11287	0.0000003200000000000000
Carmine City	Texas	11059	0.0000025666700000000000
Carrizo Springs City	Texas	10983	0.0000111400000000000000
Carrollton City	Texas	10855	0.0020683666700000000000
Carson County	Texas	10780	0.0001966200000000000000
Carthage City	Texas	11676	0.0001261800000000000000
Cashion Community City	Texas	11980	0.0000021466700000000000
Cass County	Texas	10782	0.0006210333300000000000
Castle Hills City	Texas	10636	0.0000852000000000000000
Castro County	Texas	10789	0.0000294666700000000000
Castroville City	Texas	11567	0.0000301666700000000000
Cedar Hill City	Texas	10929	0.0004675133300000000000
Cedar Park City	Texas	11907	0.0012371133300000000000
Celeste City	Texas	11324	0.0000085333300000000000
Celina City	Texas	10838	0.0001218866700000000000
Center City	Texas	11803	0.0003922533300000000000
Centerville City	Texas	11473	0.0000025666700000000000
Chambers County	Texas	10796	0.0010212533300000000000
Chandler City	Texas	11242	0.0001157600000000000000
Channing City	Texas	11219	0.0000000133300000000000
Charlotte City	Texas	10592	0.0000283800000000000000
Cherokee County	Texas	10804	0.0010440800000000000000
Chester Town	Texas	11919	0.0000078266700000000000
Chico City	Texas	12009	0.0000195200000000000000

Childress City	Texas	10811	0.0002527733300000000000
Childress County	Texas	10817	0.0003372133300000000000
Chillicothe City	Texas	11174	0.0000011466700000000000
China City	Texas	11360	0.0000034800000000000000
China Grove Town	Texas	10645	0.0000039866700000000000
Chireno City	Texas	11623	0.0000104533300000000000
Christine Town	Texas	10595	0.0000023600000000000000
Cibolo City	Texas	10658	0.0000912666700000000000
Cisco City	Texas	10995	0.0000481200000000000000
Clarendon City	Texas	10986	0.0000007600000000000000
Clarksville City	Texas	11148	0.0000003600000000000000
Clarksville City	Texas	11733	0.0001392733300000000000
Claude City	Texas	10591	0.0000001733300000000000
Clay County	Texas	10814	0.0004803333300000000000
Clear Lake Shores City	Texas	11107	0.0000445466700000000000
Cleburne City	Texas	11374	0.0015212266700000000000
Cleveland City	Texas	11493	0.0006459800000000000000
Clifton City	Texas	10664	0.0000662600000000000000
Clint Town	Texas	11013	0.0000025000000000000000
Clute City	Texas	10693	0.0003423333300000000000
Clyde City	Texas	10752	0.0001152466700000000000
Coahoma Town	Texas	11322	0.0000152733300000000000
Cochran County	Texas	10824	0.0000225933300000000000
Cockrell Hill City	Texas	10911	0.0000034133300000000000
Coffee City Town	Texas	11246	0.0000072466700000000000
Coke County	Texas	10831	0.0000368133300000000000
Coldspring City	Texas	11773	0.0000029800000000000000
Coleman City	Texas	10830	0.0000362800000000000000
Coleman County	Texas	10835	0.0000277600000000000000
College Station City	Texas	10710	0.0017209800000000000000
Colleyville City	Texas	11838	0.0003069933300000000000
Collin County	Texas	10832	0.0084448066700000000000
Collingsworth County	Texas	10866	0.0001282266700000000000
Collinsville Town	Texas	11128	0.0000122066700000000000
Colmesneil City	Texas	11915	0.0000147400000000000000
Colorado City	Texas	11582	0.0000560333300000000000
Colorado County	Texas	10869	0.0003272266700000000000
Columbus City	Texas	10867	0.0000457800000000000000
Comal County	Texas	10873	0.0026409466700000000000
Comanche City	Texas	10881	0.0001100200000000000000
Comanche County	Texas	10875	0.0003397600000000000000
Combes Town	Texas	10756	0.0000114000000000000000
Combine City	Texas	11419	0.0000126133300000000000
Commerce City	Texas	11328	0.0002257933300000000000

Como Town	Texas	11309	0.0000027666700000000000
Concho County	Texas	10882	0.0000257266700000000000
Conroe City	Texas	11590	0.0031111400000000000000
Converse City	Texas	10654	0.0001846200000000000000
Cooke County	Texas	10886	0.0013363400000000000000
Cool City	Texas	11686	0.0000048733300000000000
Coolidge Town	Texas	11491	0.0000016200000000000000
Cooper City	Texas	10946	0.0000024133300000000000
Coppell City	Texas	10931	0.0005772866700000000000
Copper Canyon Town	Texas	10971	0.0000032600000000000000
Copperas Cove City	Texas	10630	0.0008899466700000000000
Corinth City	Texas	10964	0.0005019866700000000000
Corpus Christi City	Texas	11435	0.0120847133300000000000
Corral City Town	Texas	10974	0.0000009533300000000000
Corrigan Town	Texas	11703	0.0001421200000000000000
Corsicana City	Texas	11624	0.0005820666700000000000
Coryell County	Texas	10891	0.0008243933300000000000
Cottle County	Texas	10896	0.0000058333300000000000
Cottonwood City	Texas	11410	0.0000019266700000000000
Cottonwood Shores City	Texas	10734	0.0000080200000000000000
Cotulla City	Texas	11438	0.0000083400000000000000
Coupland City	Texas	11992	0.0000017733300000000000
Cove City	Texas	10800	0.0000025800000000000000
Covington City	Texas	11291	0.0000034600000000000000
Coyote Flats City	Texas	11378	0.0000098133300000000000
Crandall City	Texas	11399	0.0000806266700000000000
Crane City	Texas	10901	0.0000706600000000000000
Crane County	Texas	10899	0.0001743066700000000000
Cranfills Gap City	Texas	10672	0.0000008533300000000000
Crawford Town	Texas	11545	0.0000025533300000000000
Creedmoor City	Texas	11899	0.0000001066700000000000
Cresson City	Texas	11302	0.0000072400000000000000
Crockett City	Texas	11312	0.0001560200000000000000
Crockett County	Texas	10900	0.0001214000000000000000
Crosby County	Texas	10898	0.0001225866700000000000
Crosbyton City	Texas	10905	0.0000099866700000000000
Cross Plains Town	Texas	10754	0.0000325133300000000000
Cross Roads Town	Texas	10973	0.0000016266700000000000
Cross Timber Town	Texas	11383	0.0000036133300000000000
Crowell City	Texas	11062	0.0000422333300000000000
Crowley City	Texas	11387	0.0001489666700000000000
Crystal City	Texas	12037	0.0001294133300000000000
Cuero City	Texas	10938	0.0001645933300000000000

Culberson County	Texas	10908	0.0000052600000000000000
Cumby City	Texas	11307	0.0000354666700000000000
Cuney Town	Texas	10810	0.0000040400000000000000
Cushing City	Texas	11620	0.0000074666700000000000
Cut And Shoot City	Texas	11595	0.0000142733300000000000
Daingerfield City	Texas	11609	0.0000831733300000000000
Daisetta City	Texas	11488	0.0000358000000000000000
Dalhart City	Texas	10902	0.0000773933300000000000
Dallam County	Texas	10909	0.0001445733300000000000
Dallas City	Texas	10852	0.0199993466700000000000
Dallas County	Texas	10913	0.0569219400000000000000
Dalworthington Gardens City	Texas	11837	0.0000404000000000000000
Danbury City	Texas	10697	0.0000282066700000000000
Darrouzett Town	Texas	11497	0.0000006733300000000000
Dawson County	Texas	10937	0.0003127400000000000000
Dawson Town	Texas	11625	0.0000040000000000000000
Dayton City	Texas	11483	0.0003141466700000000000
Dayton Lakes City	Texas	11478	0.0000002533300000000000
De Kalb City	Texas	10668	0.0000069000000000000000
De Leon City	Texas	10883	0.0000547866700000000000
De Witt County	Texas	10936	0.0004593000000000000000
Deaf Smith County	Texas	10943	0.0002302133300000000000
Dean City	Texas	10822	0.0000009400000000000000
Decatur City	Texas	12015	0.0003777933300000000000
Decordova City	Texas	11305	0.0000918533300000000000
Deer Park City	Texas	11186	0.0003292533300000000000
Del Rio City	Texas	11930	0.0003937066700000000000
Dell City	Texas	11319	0.0000001000000000000000
Delta County	Texas	10945	0.0002038933300000000000
Denison City	Texas	11130	0.0014028400000000000000
Denton City	Texas	10949	0.0030555600000000000000
Denton County	Texas	10944	0.0075486533300000000000
Denver City Town	Texas	12027	0.0000140266700000000000
Deport City	Texas	11452	0.0000002800000000000000
Desoto City	Texas	10916	0.0004826666700000000000
Detroit Town	Texas	11730	0.0000064333300000000000
Devers City	Texas	11489	0.0000012733300000000000
Devine City	Texas	11565	0.0000290266700000000000
Diboll City	Texas	10577	0.0001702200000000000000
Dickens City	Texas	10977	0.0000004733300000000000
Dickens County	Texas	10980	0.0000124866700000000000
Dickinson City	Texas	11105	0.0005578866700000000000
Dilley City	Texas	11094	0.0000175533300000000000

Dimmit County	Texas	10978	0.0002219600000000000000
Dimmitt City	Texas	10792	0.0000067466700000000000
Dish Town	Texas	10951	0.0000001266700000000000
Dodd City Town	Texas	11041	0.0000080733300000000000
Dodson Town	Texas	10870	0.0000029800000000000000
Domino Town	Texas	10791	0.0000013066700000000000
Donley County	Texas	10984	0.0001491333300000000000
Donna City	Texas	11251	0.0000919866700000000000
Dorchester City	Texas	11139	0.0000015400000000000000
Double Oak Town	Texas	10972	0.0000317666700000000000
Douglassville Town	Texas	10786	0.0000038266700000000000
Dripping Springs City	Texas	11234	0.0000054066700000000000
Driscoll City	Texas	11649	0.0000002600000000000000
Dublin City	Texas	11031	0.0000965200000000000000
Dumas City	Texas	11606	0.0001748600000000000000
Duncanville City	Texas	10915	0.0003888533300000000000
Duval County	Texas	10990	0.0003273933300000000000
Eagle Lake City	Texas	10871	0.0000325466700000000000
Eagle Pass City	Texas	11538	0.0003733666700000000000
Early City	Texas	10728	0.0000989200000000000000
Earth City	Texas	11454	0.0000016133300000000000
East Bernard City	Texas	11968	0.0000370266700000000000
East Mountain City	Texas	11924	0.0000166266700000000000
East Tawakoni City	Texas	11713	0.0000181533300000000000
Eastland City	Texas	10998	0.0001059733300000000000
Eastland County	Texas	10993	0.0003485000000000000000
Easton City	Texas	11143	0.0000021933300000000000
Ector City	Texas	11038	0.0000073866700000000000
Ector County	Texas	11001	0.0032000000000000000000
Edcouch City	Texas	11255	0.0000273400000000000000
Eden City	Texas	10878	0.0000033133300000000000
Edgecliff Village Town	Texas	11840	0.0000148800000000000000
Edgewood Town	Texas	11944	0.0000876933300000000000
Edinburg City	Texas	11258	0.0008058933300000000000
Edmonson Town	Texas	11165	0.0000009066700000000000
Edna City	Texas	11350	0.0001212933300000000000
Edom City	Texas	11935	0.0000143266700000000000
Edwards County	Texas	11006	0.0000065000000000000000
El Campo City	Texas	11967	0.0002113333300000000000
El Cenizo City	Texas	11965	0.0000041400000000000000
El Lago City	Texas	11206	0.0000373600000000000000
El Paso City	Texas	11002	0.0081624733300000000000
El Paso County	Texas	11011	0.0172808066700000000000
Eldorado City	Texas	11790	0.0000033333300000000000

Electra City	Texas	11976	0.0001047733300000000000
Elgin City	Texas	10614	0.0001752266700000000000
Elkhart Town	Texas	10564	0.0000020066700000000000
Ellis County	Texas	11016	0.0021024800000000000000
Elmendorf City	Texas	10657	0.0000049733300000000000
Elsa City	Texas	11260	0.0000514666700000000000
Emhouse Town	Texas	11633	0.0000005533300000000000
Emory City	Texas	11716	0.0000258533300000000000
Enchanted Oaks Town	Texas	11244	0.0000086600000000000000
Encinal City	Texas	11442	0.0000101000000000000000
Ennis City	Texas	11015	0.0005455933300000000000
Erath County	Texas	11028	0.0006841066700000000000
Escobares City	Texas	11819	0.0000002666700000000000
Estelline Town	Texas	11167	0.0000060600000000000000
Euless City	Texas	11841	0.0006188266700000000000
Eureka City	Texas	11637	0.0000022266700000000000
Eustace City	Texas	11239	0.0001392666700000000000
Evant Town	Texas	10897	0.0001378666700000000000
Everman City	Texas	11842	0.0000512800000000000000
Fair Oaks Ranch City	Texas	11421	0.0000538466700000000000
Fairchilds Village	Texas	11070	0.0000005400000000000000
Fairfield City	Texas	11087	0.0000083000000000000000
Fairview Town	Texas	10845	0.0002149666700000000000
Falfurrias City	Texas	10719	0.0001480666700000000000
Falls City	Texas	11398	0.0000002733300000000000
Falls County	Texas	11033	0.0002301466700000000000
Fannin County	Texas	11042	0.0008776866700000000000
Farmers Branch City	Texas	10917	0.0006302133300000000000
Farmersville City	Texas	10842	0.0000702133300000000000
Farwell City	Texas	11696	0.0000022866700000000000
Fate City	Texas	11752	0.0000231533300000000000
Fayette County	Texas	11053	0.0006162666700000000000
Fayetteville City	Texas	11049	0.0000026066700000000000
Ferris City	Texas	10927	0.0000924866700000000000
Fisher County	Texas	11060	0.0000367866700000000000
Flatonia Town	Texas	11050	0.0000377400000000000000
Florence City	Texas	11990	0.0000263266700000000000
Floresville City	Texas	12003	0.0001446600000000000000
Flower Mound Town	Texas	10976	0.0014350400000000000000
Floyd County	Texas	11056	0.0000603266700000000000
Floydada City	Texas	11057	0.0000423800000000000000
Foard County	Texas	11058	0.0000384266700000000000
Follett City	Texas	11502	0.0000014133300000000000
Forest Hill City	Texas	11844	0.0001742133300000000000

Forney City	Texas	11396	0.0005340800000000000000
Forsan City	Texas	11318	0.0000038400000000000000
Fort Bend County	Texas	11067	0.0100447933300000000000
Fort Stockton City	Texas	11697	0.0000294066700000000000
Fort Worth City	Texas	11386	0.0141386000000000000000
Franklin City	Texas	11750	0.0000262066700000000000
Franklin County	Texas	11082	0.0001718866700000000000
Frankston Town	Texas	10570	0.0000018266700000000000
Fredericksburg City	Texas	11113	0.0003765733300000000000
Freeport City	Texas	10687	0.0004864866700000000000
Freer City	Texas	10992	0.0000218066700000000000
Freestone County	Texas	11089	0.0003366333300000000000
Friendswood City	Texas	11111	0.0009355333300000000000
Frio County	Texas	11092	0.0001330266700000000000
Friona City	Texas	11699	0.0000189866700000000000
Frisco City	Texas	10858	0.0027020600000000000000
Fritch City	Texas	11338	0.0000303200000000000000
Frost City	Texas	11626	0.0000021400000000000000
Fruitvale City	Texas	11937	0.0000156266700000000000
Fulshear City	Texas	11073	0.0000351466700000000000
Fulton Town	Texas	10583	0.0000106800000000000000
Gaines County	Texas	11093	0.0003623133300000000000
Gainesville City	Texas	10885	0.0010265333300000000000
Galena Park City	Texas	11193	0.0000872866700000000000
Gallatin City	Texas	10809	0.0000083533300000000000
Galveston City	Texas	11103	0.0032545800000000000000
Galveston County	Texas	11102	0.0074939533300000000000
Ganado City	Texas	11353	0.0000367333300000000000
Garden Ridge City	Texas	10874	0.0000756733300000000000
Garland City	Texas	10853	0.0028016266700000000000
Garrett Town	Texas	11027	0.0000167333300000000000
Garrison City	Texas	11617	0.0000237000000000000000
Gary City Town	Texas	11679	0.0000030000000000000000
Garza County	Texas	11112	0.0000596266700000000000
Gatesville City	Texas	10892	0.0001799600000000000000
George West City	Texas	11505	0.0000413800000000000000
Georgetown City	Texas	11989	0.0015059733300000000000
Gholson City	Texas	11555	0.0000100333300000000000
Giddings City	Texas	11468	0.0000844933300000000000
Gillespie County	Texas	11116	0.0004212733300000000000
Gilmer City	Texas	11921	0.0002263400000000000000
Gladewater City	Texas	11147	0.0001642533300000000000
Glasscock County	Texas	11121	0.0000066666700000000000
Glen Rose City	Texas	11817	0.0000036000000000000000

Glenn Heights City	Texas	10928	0.0001106200000000000000
Godley City	Texas	11371	0.0000207666700000000000
Goldsmith City	Texas	11004	0.0000045133300000000000
Goldthwaite City	Texas	11579	0.0000081666700000000000
Goliad City	Texas	11110	0.0000237533300000000000
Goliad County	Texas	11115	0.0002310666700000000000
Golinda City	Texas	11036	0.0000006666700000000000
Gonzales City	Texas	11117	0.0000992133300000000000
Gonzales County	Texas	11122	0.0002215333300000000000
Goodlow City	Texas	11632	0.0000014733300000000000
Goodrich City	Texas	11707	0.0000642866700000000000
Gordon City	Texas	11672	0.0000024333300000000000
Goree City	Texas	11437	0.0000049933300000000000
Gorman City	Texas	10997	0.0000207133300000000000
Graford City	Texas	11673	0.0000001533300000000000
Graham City	Texas	12033	0.0015695200000000000000
Granbury City	Texas	11300	0.0004782333300000000000
Grand Prairie City	Texas	11865	0.0029695933300000000000
Grand Saline City	Texas	11939	0.0002427533300000000000
Grandfalls Town	Texas	11954	0.0000004333300000000000
Grandview City	Texas	11373	0.0000440000000000000000
Granger City	Texas	11993	0.0000182733300000000000
Granite Shoals City	Texas	10741	0.0000788933300000000000
Granjeno City	Texas	11271	0.0000002866700000000000
Grapeland City	Texas	11316	0.0000485800000000000000
Grapevine City	Texas	10925	0.0008613000000000000000
Gray County	Texas	11125	0.0004392266700000000000
Grays Prairie Village	Texas	11411	0.0000001133300000000000
Grayson County	Texas	11123	0.0035938866700000000000
Greenville City	Texas	11327	0.0013540800000000000000
Gregg County	Texas	11142	0.0016249600000000000000
Gregory City	Texas	11781	0.0000313133300000000000
Grey Forest City	Texas	10647	0.0000031600000000000000
Grimes County	Texas	11150	0.0006325200000000000000
Groesbeck City	Texas	11494	0.0000383000000000000000
Groom Town	Texas	10778	0.0000064333300000000000
Groves City	Texas	11363	0.0002716800000000000000
Groveton City	Texas	11910	0.0000588466700000000000
Gruver City	Texas	11173	0.0000077733300000000000
Guadalupe County	Texas	11158	0.0009788266700000000000
Gun Barrel City	Texas	11240	0.0002420133300000000000
Gunter City	Texas	11131	0.0000307266700000000000
Gustine Town	Texas	10879	0.0000002266700000000000
Hackberry Town	Texas	10956	0.0000006266700000000000

Hale Center City	Texas	11162	0.000040280000000000000
Hale County	Texas	11160	0.000527666700000000000
Hall County	Texas	11168	0.000059553300000000000
Hallettsville City	Texas	11466	0.000045966700000000000
Hallsburg City	Texas	11553	0.000001813300000000000
Hallsville City	Texas	11209	0.000068260000000000000
Haltom City	Texas	11846	0.000478666700000000000
Hamilton City	Texas	11177	0.000023873300000000000
Hamilton County	Texas	11172	0.000442380000000000000
Hamlin City	Texas	11391	0.000031040000000000000
Hansford County	Texas	11179	0.000109440000000000000
Happy Town	Texas	11723	0.000002180000000000000
Hardeman County	Texas	11175	0.000101460000000000000
Hardin City	Texas	11479	0.000000666700000000000
Hardin County	Texas	11180	0.002532000000000000000
Harker Heights City	Texas	10623	0.000757873300000000000
Harlingen City	Texas	10755	0.001102860000000000000
Harris County	Texas	11182	0.099774680000000000000
Harrison County	Texas	11212	0.001239400000000000000
Hart City	Texas	10795	0.000000573300000000000
Hartley County	Texas	11214	0.000005240000000000000
Haskell City	Texas	11218	0.000072193300000000000
Haskell County	Texas	11217	0.000146740000000000000
Haslet City	Texas	11869	0.000012720000000000000
Hawk Cove City	Texas	11336	0.000004493300000000000
Hawkins City	Texas	12025	0.000052880000000000000
Hawley City	Texas	11392	0.000006206700000000000
Hays City	Texas	11230	0.000003373300000000000
Hays County	Texas	11226	0.003529926700000000000
Hearne City	Texas	11749	0.000112160000000000000
Heath City	Texas	11416	0.000191673300000000000
Hebron Town	Texas	10859	0.000004580000000000000
Hedley City	Texas	10987	0.000000466700000000000
Hedwig Village City	Texas	11190	0.000087113300000000000
Helotes City	Texas	10649	0.000105266700000000000
Hemphill City	Texas	11768	0.000053566700000000000
Hemphill County	Texas	11232	0.000095960000000000000
Hempstead City	Texas	11949	0.000141600000000000000
Henderson City	Texas	11761	0.000399773300000000000
Henderson County	Texas	11238	0.002186433330000000000
Henrietta City	Texas	10816	0.000018133330000000000
Hereford City	Texas	10941	0.000136153330000000000
Hewitt City	Texas	11552	0.000131840000000000000
Hickory Creek Town	Texas	10962	0.000110066700000000000

Hico City	Texas	11032	0.0000368933300000000000
Hidalgo City	Texas	11269	0.0001774733300000000000
Hidalgo County	Texas	11259	0.0083540200000000000000
Hideaway City	Texas	11811	0.0000061466700000000000
Higgins City	Texas	11503	0.0000002866700000000000
Highland Haven City	Texas	10731	0.0000021333300000000000
Highland Park Town	Texas	10918	0.0002892200000000000000
Highland Village City	Texas	10960	0.0003354333300000000000
Hill Country Village City	Texas	10642	0.0000432333300000000000
Hill County	Texas	11277	0.0008498466700000000000
Hillcrest Village	Texas	10698	0.0000356333300000000000
Hillsboro City	Texas	11280	0.0003107266700000000000
Hilshire Village City	Texas	11191	0.0000057266700000000000
Hitchcock City	Texas	11101	0.0001919733300000000000
Hockley County	Texas	11295	0.0003093800000000000000
Holiday Lakes Town	Texas	10696	0.0000119666700000000000
Holland Town	Texas	10613	0.0000005133300000000000
Holliday City	Texas	10586	0.0000394000000000000000
Hollywood Park Town	Texas	10639	0.0000628266700000000000
Hondo City	Texas	11564	0.0007685866700000000000
Honey Grove City	Texas	11043	0.0000479733300000000000
Hood County	Texas	11301	0.0019473666700000000000
Hooks City	Texas	10674	0.0000180133300000000000
Hopkins County	Texas	11308	0.0009967866700000000000
Horizon City	Texas	11010	0.0000501333300000000000
Horseshoe Bay City	Texas	10740	0.0003211533300000000000
Houston City	Texas	11083	0.0468119533300000000000
Houston County	Texas	11314	0.0005243200000000000000
Howard County	Texas	11313	0.0005955333300000000000
Howardwick City	Texas	10991	0.0000005600000000000000
Howe Town	Texas	11132	0.0000611800000000000000
Hubbard City	Texas	11281	0.0000242333300000000000
Hudson City	Texas	10580	0.0000456000000000000000
Hudson Oaks City	Texas	11684	0.0001042466700000000000
Hudspeth County	Texas	11320	0.0000065666700000000000
Hughes Springs City	Texas	10790	0.0000296133300000000000
Humble City	Texas	11192	0.0004930133300000000000
Hunt County	Texas	11325	0.0020656733300000000000
Hunters Creek Village City	Texas	11197	0.0000980533300000000000
Huntington City	Texas	10576	0.0000586133300000000000
Huntsville City	Texas	11942	0.0005358200000000000000
Hurst City	Texas	11843	0.0006612466700000000000

Hutchins City	Texas	10919	0.0000636733300000000000
Hutchinson County	Texas	11337	0.0004975333300000000000
Hutto City	Texas	11994	0.0002556400000000000000
Huxley City	Texas	11800	0.0000049200000000000000
Idalou City	Texas	11516	0.0001332667000000000000
Impact Town	Texas	11880	0.0000005333300000000000
Indian Lake Town	Texas	10771	0.0000031533300000000000
Industry City	Texas	10601	0.0000040266700000000000
Ingleside City	Texas	11650	0.0002699133300000000000
Ingleside On The Bay City	Texas	11783	0.0000009466700000000000
Ingram City	Texas	11424	0.0000349533300000000000
Iola City	Texas	11152	0.0000210933300000000000
Iowa Colony Village	Texas	10704	0.0000272666700000000000
Iowa Park City	Texas	11977	0.0001565800000000000000
Iraan City	Texas	11698	0.0000003733300000000000
Iredell City	Texas	10666	0.0000014400000000000000
Irion County	Texas	11341	0.0000607000000000000000
Irving City	Texas	10922	0.0028521200000000000000
Italy Town	Texas	11017	0.0000356600000000000000
Itasca City	Texas	11283	0.0000579600000000000000
Ivanhoe City	Texas	11914	0.0000001733300000000000
Jacinto City	Texas	11195	0.0000942733300000000000
Jack County	Texas	11346	0.0000986600000000000000
Jacksboro City	Texas	11348	0.0001550266700000000000
Jackson County	Texas	11347	0.0002532266700000000000
Jacksonville City	Texas	10807	0.0005345266700000000000
Jamaica Beach City	Texas	11108	0.0000327533300000000000
Jarrell City	Texas	11995	0.0000161533300000000000
Jasper City	Texas	11354	0.0005228133300000000000
Jasper County	Texas	11352	0.0016590333300000000000
Jayton City	Texas	11420	0.0000004200000000000000
Jeff Davis County	Texas	11356	0.0000566666700000000000
Jefferson City	Texas	11530	0.0000746266700000000000
Jefferson County	Texas	11361	0.0050440933300000000000
Jersey Village City	Texas	11196	0.0002423133300000000000
Jewett City	Texas	11476	0.0000622533300000000000
Jim Hogg County	Texas	11367	0.0000847866700000000000
Jim Wells County	Texas	11369	0.0011102600000000000000
Joaquin City	Texas	11798	0.0000054000000000000000
Johnson City	Texas	10663	0.0000238733300000000000
Johnson County	Texas	11375	0.0027246133300000000000
Jolly City	Texas	10820	0.0000001733300000000000
Jones County	Texas	11393	0.0001466733300000000000

Jones Creek Village	Texas	10699	0.0000338533300000000000
Jonestown City	Texas	11900	0.0000427933300000000000
Josephine City	Texas	10865	0.0000058733300000000000
Joshua City	Texas	11380	0.0001374600000000000000
Jourdanton City	Texas	10596	0.0000640000000000000000
Junction City	Texas	11427	0.0000321666700000000000
Justin City	Texas	10947	0.0000571666700000000000
Karnes City	Texas	11400	0.0000775466700000000000
Karnes County	Texas	11397	0.0002349933300000000000
Katy City	Texas	11085	0.0003497800000000000000
Kaufman City	Texas	11403	0.0001840466700000000000
Kaufman County	Texas	11404	0.0023536466700000000000
Keene City	Texas	11381	0.0002553066700000000000
Keller City	Texas	11845	0.0005279266700000000000
Kemah City	Texas	11106	0.0001888333300000000000
Kemp City	Texas	11405	0.0000427933300000000000
Kempner City	Texas	11459	0.0000022000000000000000
Kendall County	Texas	11418	0.0006709533300000000000
Kendleton City	Texas	11074	0.0000000866700000000000
Kenedy City	Texas	11401	0.0000045066700000000000
Kenedy County	Texas	11426	0.0000066666700000000000
Kenefick Town	Texas	11484	0.0000027733300000000000
Kennard City	Texas	11317	0.0000008800000000000000
Kennedale City	Texas	11847	0.0001401600000000000000
Kent County	Texas	11422	0.0000062600000000000000
Kerens City	Texas	11627	0.0000128266700000000000
Kermit City	Texas	12008	0.0000376800000000000000
Kerr County	Texas	11423	0.0014563466700000000000
Kerrville City	Texas	11425	0.0012690466700000000000
Kilgore City	Texas	11762	0.0007038866700000000000
Killeen City	Texas	10619	0.0035710000000000000000
Kimble County	Texas	11428	0.0001365333300000000000
King County	Texas	11430	0.0000066666700000000000
Kingsville City	Texas	11432	0.0001338866700000000000
Kinney County	Texas	11431	0.0000142800000000000000
Kirby City	Texas	10634	0.0000583466700000000000
Kirbyville City	Texas	11357	0.0000712666700000000000
Kirvin Town	Texas	11086	0.0000000133300000000000
Kleberg County	Texas	11433	0.0008273933300000000000
Knollwood City	Texas	11137	0.0000077333300000000000
Knox City Town	Texas	11440	0.0000130800000000000000
Knox County	Texas	11439	0.0000782000000000000000
Kosse Town	Texas	11492	0.0000164533300000000000
Kountze City	Texas	11183	0.0001314400000000000000

Kress City	Texas	11834	0.0000012400000000000000
Krugerville City	Texas	10968	0.0000100533300000000000
Krum City	Texas	10953	0.0000644066700000000000
Kurten Town	Texas	10711	0.0000045733300000000000
Kyle City	Texas	11229	0.0003455666700000000000
La Feria City	Texas	10758	0.0000692066700000000000
La Grange City	Texas	11047	0.0000641533300000000000
La Grulla City	Texas	11823	0.0000113866700000000000
La Joya City	Texas	11278	0.0000563800000000000000
La Marque City	Texas	11099	0.0006595333300000000000
La Porte City	Texas	11194	0.0006102133300000000000
La Salle County	Texas	11447	0.0000998333300000000000
La Vernia City	Texas	12007	0.0000214466700000000000
La Villa City	Texas	11263	0.0000038133300000000000
La Ward City	Texas	11349	0.0000021400000000000000
Lacoste City	Texas	11575	0.0000010600000000000000
Lacy-Lakeview City	Texas	11548	0.0000773266700000000000
Ladonia Town	Texas	11040	0.0000134066700000000000
Lago Vista City	Texas	11898	0.0000917866700000000000
Laguna Vista Town	Texas	10768	0.0000245933300000000000
Lake Bridgeport City	Texas	12020	0.0000015466700000000000
Lake City Town	Texas	11784	0.0000194533300000000000
Lake Dallas City	Texas	10958	0.0001687600000000000000
Lake Jackson City	Texas	10691	0.0005052066700000000000
Lake Tanglewood Village	Texas	11726	0.0000040866700000000000
Lake Worth City	Texas	11856	0.0001336733300000000000
Lakeport City	Texas	11145	0.0000030866700000000000
Lakeside City Town	Texas	10584	0.0000014800000000000000
Lakeside Town	Texas	11787	0.0000298266700000000000
Lakeside Town	Texas	11860	0.0000298266700000000000
Lakeview Town	Texas	11169	0.0000028466700000000000
Lakeway City	Texas	11908	0.0002110466700000000000
Lakewood Village City	Texas	10959	0.0000037133300000000000
Lamar County	Texas	11443	0.0009439866700000000000
Lamb County	Texas	11451	0.0003378733300000000000
Lamesa City	Texas	10932	0.0001977066700000000000
Lampasas City	Texas	11463	0.0001880733300000000000
Lampasas County	Texas	11458	0.0002854533300000000000
Lancaster City	Texas	10920	0.0006043533300000000000
Laredo City	Texas	11964	0.0050878266700000000000
Latexo City	Texas	11315	0.0000008266700000000000
Lavaca County	Texas	11465	0.0003064866700000000000
Lavon City	Texas	10850	0.0004956666700000000000

Lawn Town	Texas	11862	0.0000038667000000000
League City	Texas	11109	0.0020161200000000000
Leakey City	Texas	11724	0.0000017066700000000
Leander City	Texas	11909	0.0005909400000000000
Leary City	Texas	10679	0.0000053133300000000
Lee County	Texas	11470	0.0002030466700000000
Lefors Town	Texas	11127	0.0000010600000000000
Leon County	Texas	11472	0.0004492866700000000
Leon Valley City	Texas	10635	0.0001550533300000000
Leona City	Texas	11477	0.0000058866700000000
Leonard City	Texas	11045	0.0000567000000000000
Leroy City	Texas	11558	0.0000011733300000000
Levelland City	Texas	11299	0.0003123200000000000
Lewisville City	Texas	10926	0.0025472933300000000
Lexington Town	Texas	11471	0.0000154533300000000
Liberty City	Texas	11480	0.0004822866700000000
Liberty County	Texas	11482	0.0035414133300000000
Liberty Hill City	Texas	11998	0.0000185333300000000
Limestone County	Texas	11490	0.0009045600000000000
Lincoln Park Town	Texas	10967	0.0000045133300000000
Lindale City	Texas	11806	0.0001613466700000000
Linden City	Texas	10785	0.0000244066700000000
Lindsay City	Texas	10895	0.0000081866700000000
Lipan City	Texas	11303	0.0000002933300000000
Lipscomb County	Texas	11499	0.0000675466700000000
Little Elm City	Texas	10963	0.0004621733300000000
Little River-Academy City	Texas	10628	0.0000053200000000000
Littlefield City	Texas	11455	0.0000511866700000000
Live Oak City	Texas	10648	0.0002182666700000000
Live Oak County	Texas	11501	0.0002647733300000000
Liverpool City	Texas	10702	0.0000095666700000000
Livingston Town	Texas	11700	0.0004877666700000000
Llano City	Texas	11504	0.0001541400000000000
Llano County	Texas	11508	0.0007709800000000000
Lockhart City	Texas	10737	0.0003270000000000000
Lockney Town	Texas	11061	0.0000220066700000000
Log Cabin City	Texas	11241	0.0000130666700000000
Lometa City	Texas	11460	0.0000078400000000000
Lone Oak City	Texas	11329	0.0000113666700000000
Lone Star City	Texas	11610	0.0000552200000000000
Longview City	Texas	11146	0.0032150266700000000
Loraine Town	Texas	11588	0.0000012533300000000
Lorena City	Texas	11556	0.0000226000000000000

Lorenzo City	Texas	10903	0.0000757200000000000000
Los Fresnos City	Texas	10759	0.0000745666700000000000
Los Indios Town	Texas	10766	0.0000010600000000000000
Lott City	Texas	11029	0.0000101066700000000000
Lovelady City	Texas	11321	0.0000016600000000000000
Loving County	Texas	11509	0.0000066666700000000000
Lowry Crossing City	Texas	10856	0.0000052200000000000000
Lubbock City	Texas	11510	0.0021324466700000000000
Lubbock County	Texas	11512	0.0091981266700000000000
Lucas City	Texas	10844	0.0000351066700000000000
Lueders City	Texas	11394	0.0000033866700000000000
Lufkin City	Texas	10575	0.0018772800000000000000
Luling City	Texas	10743	0.0001961400000000000000
Lumberton City	Texas	11184	0.0002440600000000000000
Lyford City	Texas	11988	0.0000204733300000000000
Lynn County	Texas	11518	0.0000418333300000000000
Lytle City	Texas	10599	0.0000481533300000000000
Mabank Town	Texas	11415	0.0001296200000000000000
Madison County	Texas	11526	0.0003299466700000000000
Madisonville City	Texas	11524	0.0000763866700000000000
Magnolia City	Texas	11598	0.0001735400000000000000
Malakoff City	Texas	11237	0.0000840933300000000000
Malone Town	Texas	11285	0.0000029266700000000000
Manor City	Texas	11889	0.0000833266700000000000
Mansfield City	Texas	11389	0.0010052533300000000000
Manvel City	Texas	10694	0.0000820333300000000000
Marble Falls City	Texas	10735	0.0002469266700000000000
Marfa City	Texas	11715	0.0000004333300000000000
Marietta Town	Texas	10793	0.0000022533300000000000
Marion City	Texas	11155	0.0000018333300000000000
Marion County	Texas	11529	0.0003648533300000000000
Marlin City	Texas	11035	0.0001442266700000000000
Marquez City	Texas	11474	0.0000088133300000000000
Marshall City	Texas	11211	0.0007224733300000000000
Mart City	Texas	11496	0.0000061866700000000000
Martin County	Texas	11528	0.0000724133300000000000
Martindale City	Texas	10736	0.0000162466700000000000
Mason City	Texas	11534	0.0000051800000000000000
Mason County	Texas	11537	0.0000208933300000000000
Matador Town	Texas	11616	0.0000080200000000000000
Matagorda County	Texas	11535	0.0009015933300000000000
Mathis City	Texas	11776	0.0001048000000000000000
Maud City	Texas	10671	0.0000028200000000000000
Maverick County	Texas	11539	0.0007727933300000000000

Maypearl City	Texas	11021	0.0000065733300000000000
Mcallen City	Texas	11262	0.0024294933300000000000
Mccamey City	Texas	11927	0.0000036133300000000000
Mcculloch County	Texas	11543	0.0001334733300000000000
Mcgregor City	Texas	11561	0.0000610333300000000000
Mckinney City	Texas	10839	0.0030025533300000000000
Mclean Town	Texas	11124	0.0000009333300000000000
Mclendon-Chisholm City	Texas	11757	0.0000027400000000000000
Mclennan County	Texas	11542	0.0035309400000000000000
Mcmullen County	Texas	11560	0.0000066666700000000000
Meadow Town	Texas	11874	0.0000074733300000000000
Meadowlakes City	Texas	10733	0.0000060333300000000000
Meadows Place City	Texas	11069	0.0001209866700000000000
Medina County	Texas	11563	0.0003223666700000000000
Megargel Town	Texas	10588	0.0000040733300000000000
Melissa City	Texas	10847	0.0001025400000000000000
Melvin Town	Texas	11540	0.0000023000000000000000
Memphis City	Texas	11171	0.0000480200000000000000
Menard City	Texas	11572	0.0000066066700000000000
Menard County	Texas	11568	0.0000981133300000000000
Mercedes City	Texas	11266	0.0001429400000000000000
Meridian City	Texas	10665	0.0000236400000000000000
Merkel Town	Texas	11863	0.0000674466700000000000
Mertens Town	Texas	11290	0.0000015933300000000000
Mertzon City	Texas	11342	0.0000001933300000000000
Mesquite City	Texas	10934	0.0020713933300000000000
Mexia City	Texas	11495	0.0001406400000000000000
Miami City	Texas	11743	0.0000030333300000000000
Midland City	Texas	11531	0.0034789933300000000000
Midland County	Texas	11569	0.0018661800000000000000
Midlothian City	Texas	11019	0.0006386600000000000000
Midway City	Texas	11527	0.0000005200000000000000
Milam County	Texas	11570	0.0006492400000000000000
Milano City	Texas	11578	0.0000060266700000000000
Mildred Town	Texas	11628	0.0000019066700000000000
Miles City	Texas	11754	0.0000006200000000000000
Milford Town	Texas	11018	0.0000411800000000000000
Miller'S Cove Town	Texas	11883	0.0000006466700000000000
Millican Town	Texas	10709	0.0000027800000000000000
Mills County	Texas	11577	0.0001328733300000000000
Millsap Town	Texas	11688	0.0000002266700000000000
Mineola City	Texas	12021	0.0003247933300000000000
Mineral Wells City	Texas	11677	0.0006137400000000000000

Mingus City	Texas	11667	0.0000012600000000000000
Mission City	Texas	11261	0.0008317866700000000000
Missouri City	Texas	11081	0.0013975533300000000000
Mitchell County	Texas	11581	0.0001390000000000000000
Mobeetie City	Texas	11975	0.0000003466700000000000
Mobile City	Texas	11751	0.0000135600000000000000
Monahans City	Texas	11960	0.0000389933300000000000
Mont Belvieu City	Texas	10805	0.0001311266700000000000
Montague County	Texas	11580	0.0006319733300000000000
Montgomery City	Texas	11592	0.0000125600000000000000
Montgomery County	Texas	11589	0.0180060733300000000000
Moody City	Texas	11550	0.0000055200000000000000
Moore County	Texas	11604	0.0002708466700000000000
Moore Station City	Texas	11254	0.0000051466700000000000
Moran City	Texas	11796	0.0000003333300000000000
Morgan City	Texas	10667	0.0000040333300000000000
Morgan'S Point City	Texas	11203	0.0000207000000000000000
Morgan'S Point Resort City	Texas	10627	0.0000534933300000000000
Morris County	Texas	11607	0.0003555200000000000000
Morton City	Texas	10823	0.0000011133300000000000
Motley County	Texas	11613	0.0000222933300000000000
Moulton Town	Texas	11464	0.0000066600000000000000
Mount Calm City	Texas	11286	0.0000040333300000000000
Mount Enterprise City	Texas	11764	0.0000122133300000000000
Mount Pleasant City	Texas	11879	0.0004378933300000000000
Mount Vernon Town	Texas	11084	0.0000403266700000000000
Mountain City	Texas	11231	0.0000103200000000000000
Muenster City	Texas	10880	0.0000310400000000000000
Muleshoe City	Texas	10607	0.0000327333300000000000
Mullin Town	Texas	11583	0.0000025600000000000000
Munday City	Texas	11441	0.0000136466700000000000
Murchison City	Texas	11252	0.0000153466700000000000
Murphy City	Texas	10840	0.0003459533300000000000
Mustang Ridge City	Texas	11903	0.0000164133300000000000
Mustang Town	Texas	11642	0.0000000466700000000000
Nacogdoches City	Texas	11618	0.0013732800000000000000
Nacogdoches County	Texas	11614	0.0013238866700000000000
Naples City	Texas	11612	0.0000281600000000000000
Nash City	Texas	10680	0.0000533266700000000000
Nassau Bay City	Texas	11205	0.0000749800000000000000
Natalia City	Texas	11566	0.0000041666700000000000
Navarro County	Texas	11619	0.0006900866700000000000
Navarro Town	Texas	11629	0.0000022266700000000000

Navasota City	Texas	10714	0.0002511733300000000000
Nazareth City	Texas	10797	0.0000008266700000000000
Nederland City	Texas	11359	0.0002972333300000000000
Needville City	Texas	11064	0.0000689400000000000000
Nevada City	Texas	10841	0.0000015800000000000000
New Berlin City	Texas	11159	0.0000000266700000000000
New Boston City	Texas	10673	0.0000463533300000000000
New Braunfels City	Texas	10876	0.0020487533300000000000
New Chapel Hill City	Texas	11813	0.0000019200000000000000
New Deal Town	Texas	11520	0.0000022533300000000000
New Fairview City	Texas	12018	0.0000155600000000000000
New Home City	Texas	11525	0.0000006000000000000000
New Hope Town	Texas	10848	0.0000068266700000000000
New London City	Texas	11767	0.0000275266700000000000
New Summerfield City	Texas	10812	0.0000029466700000000000
New Waverly City	Texas	11946	0.0000170800000000000000
Newark City	Texas	11867	0.0000034666700000000000
Newcastle City	Texas	12032	0.0000060933300000000000
Newton City	Texas	11643	0.0000406800000000000000
Newton County	Texas	11639	0.0010533733300000000000
Neylandville Town	Texas	11330	0.0000010866700000000000
Niederwald City	Texas	10745	0.0000001066700000000000
Nixon City	Texas	11118	0.0000152200000000000000
Nocona City	Texas	11586	0.0001102400000000000000
Nolan County	Texas	11645	0.0003350800000000000000
Nolanville City	Texas	10629	0.0000283133300000000000
Nome City	Texas	11368	0.0000026066700000000000
Noonday City	Texas	11812	0.0000015066700000000000
Nordheim City	Texas	10940	0.0000046466700000000000
Normangee Town	Texas	11481	0.0000412800000000000000
North Cleveland City	Texas	11486	0.0000070000000000000000
North Richland Hills City	Texas	11850	0.0009761266700000000000
Northlake Town	Texas	10955	0.0000593666700000000000
Novice City	Texas	10833	0.0000005066700000000000
Nueces County	Texas	11648	0.0091195466700000000000
Oak Grove Town	Texas	11413	0.0000184600000000000000
Oak Leaf City	Texas	11024	0.0000040800000000000000
Oak Point City	Texas	10966	0.0000600733300000000000
Oak Ridge North City	Texas	11593	0.0002234133300000000000
Oak Ridge Town	Texas	10888	0.0000023866700000000000
Oak Ridge Town	Texas	11414	0.0000023866700000000000
Oak Valley Town	Texas	11634	0.0000000466700000000000
Oakwood Town	Texas	11475	0.0000009866700000000000

O'Brien City	Texas	11221	0.0000050566700000000000
Ochiltree County	Texas	11657	0.0001031733300000000000
Odem City	Texas	11779	0.0000494666700000000000
Odessa City	Texas	11003	0.0037277533300000000000
O'Donnell City	Texas	11522	0.0000001800000000000000
Oglesby City	Texas	10893	0.0000019333300000000000
Old River-Winfree City	Texas	10801	0.0001443533300000000000
Oldham County	Texas	11661	0.0000687866700000000000
Olmos Park City	Texas	10637	0.0000653400000000000000
Olney City	Texas	12034	0.0000405866700000000000
Olton City	Texas	11456	0.0000079800000000000000
Omaha City	Texas	11611	0.0000279000000000000000
Onalaska City	Texas	11705	0.0002110266700000000000
Opdyke West Town	Texas	11296	0.0000031933300000000000
Orange City	Texas	11660	0.0020755933300000000000
Orange County	Texas	11659	0.0045987866700000000000
Orange Grove City	Texas	11372	0.0000111800000000000000
Orchard City	Texas	11079	0.0000057800000000000000
Ore City	Texas	11922	0.0000453733300000000000
Overton City	Texas	11765	0.0000526666700000000000
Ovilla City	Texas	10933	0.0000892733300000000000
Oyster Creek City	Texas	10701	0.0000642200000000000000
Paducah Town	Texas	10906	0.0000008333300000000000
Paint Rock Town	Texas	10884	0.0000009400000000000000
Palacios City	Texas	11533	0.0000935733300000000000
Palestine City	Texas	10572	0.0011867266700000000000
Palisades Village	Texas	11719	0.0000016000000000000000
Palm Valley City	Texas	10770	0.0000127866700000000000
Palmer Town	Texas	11022	0.0000844400000000000000
Palmhurst City	Texas	11275	0.0000310666700000000000
Palmview City	Texas	11276	0.0000505133300000000000
Palo Pinto County	Texas	11670	0.0008308066700000000000
Pampa City	Texas	11126	0.0004481800000000000000
Panhandle Town	Texas	10774	0.0000635733300000000000
Panola County	Texas	11675	0.0005379933300000000000
Panorama Village City	Texas	11599	0.0000086133300000000000
Pantego Town	Texas	11855	0.0000859866700000000000
Paradise City	Texas	12014	0.0000003466700000000000
Paris City	Texas	11445	0.0013412000000000000000
Parker City	Texas	10849	0.0000687133300000000000
Parker County	Texas	11678	0.0031750266700000000000
Parmer County	Texas	11695	0.0001057733300000000000
Pasadena City	Texas	11198	0.0023769066700000000000
Pattison City	Texas	11952	0.0000076533300000000000

Patton Village City	Texas	11594	0.0000617866700000000000
Payne Springs Town	Texas	11247	0.0000118000000000000000
Pearland City	Texas	10706	0.0022250133300000000000
Pearsall City	Texas	11091	0.0000771333300000000000
Pecan Gap City	Texas	10948	0.0000047933300000000000
Pecan Hill City	Texas	11025	0.0000015266700000000000
Pecos City	Texas	11734	0.0000508133300000000000
Pecos County	Texas	11701	0.0003133133300000000000
Pelican Bay City	Texas	11858	0.0000079933300000000000
Penelope Town	Texas	11289	0.0000027666700000000000
Penitas City	Texas	11272	0.0000020800000000000000
Perryton City	Texas	11656	0.0001557600000000000000
Petersburg City	Texas	11163	0.0000112733300000000000
Petrolia City	Texas	10819	0.0000001133300000000000
Petronila City	Texas	11651	0.0000000333300000000000
Pflugerville City	Texas	11901	0.0005760533300000000000
Pharr City	Texas	11268	0.0009648066700000000000
Pilot Point City	Texas	10890	0.0000774200000000000000
Pine Forest City	Texas	11668	0.0000259600000000000000
Pine Island Town	Texas	11950	0.0000209400000000000000
Pinehurst City	Texas	11664	0.0002178066700000000000
Pineland City	Texas	11766	0.0000275866700000000000
Piney Point Village City	Texas	11204	0.0001049200000000000000
Pittsburg City	Texas	10773	0.0001368400000000000000
Plains Town	Texas	12031	0.0000008600000000000000
Plainview City	Texas	11166	0.0004019866700000000000
Plano City	Texas	10862	0.0076773866700000000000
Pleak Village	Texas	11076	0.0000018000000000000000
Pleasant Valley Town	Texas	11981	0.0000020533300000000000
Pleasanton City	Texas	10594	0.0001934066700000000000
Plum Grove City	Texas	11485	0.0000017200000000000000
Point Blank City	Texas	11775	0.0000023666700000000000
Point City	Texas	11714	0.0000101266700000000000
Point Comfort City	Texas	10749	0.0000029800000000000000
Point Venture Village	Texas	11894	0.0000039200000000000000
Polk County	Texas	11702	0.0024722066700000000000
Ponder Town	Texas	10969	0.0000085466700000000000
Port Aransas City	Texas	11653	0.0002068133300000000000
Port Arthur City	Texas	11365	0.0024529666700000000000
Port Isabel City	Texas	10763	0.0000653466700000000000
Port Lavaca City	Texas	10747	0.0000783466700000000000
Port Neches City	Texas	11358	0.0002589933300000000000
Portland City	Texas	11655	0.0005101133300000000000
Post City	Texas	11114	0.0000155466700000000000

Post Oak Bend City Town	Texas	11407	0.000006893330000000000
Poteet City	Texas	10598	0.000045113330000000000
Poth Town	Texas	12004	0.000026493330000000000
Potter County	Texas	11704	0.002478006670000000000
Pottsboro Town	Texas	11133	0.000082013330000000000
Powell Town	Texas	11638	0.000007333330000000000
Poynor Town	Texas	11253	0.000007866670000000000
Prairie View City	Texas	11951	0.000050666670000000000
Premont City	Texas	11376	0.000022140000000000000
Presidio City	Texas	11712	0.000009866700000000000
Presidio County	Texas	11709	0.000005246670000000000
Primera Town	Texas	10764	0.000019720000000000000
Princeton City	Texas	10843	0.000128300000000000000
Progreso City	Texas	11265	0.000053813330000000000
Progreso Lakes City	Texas	11273	0.000000260000000000000
Prosper Town	Texas	10861	0.000151800000000000000
Providence Village Town	Texas	10954	0.000003386670000000000
Putnam Town	Texas	10760	0.000000093330000000000
Pyote Town	Texas	11962	0.000000146670000000000
Quanah City	Texas	11178	0.000001380000000000000
Queen City	Texas	10787	0.000032246670000000000
Quinlan City	Texas	11331	0.000048693330000000000
Quintana Town	Texas	10705	0.000003280000000000000
Quitaque City	Texas	10716	0.000000053330000000000
Quitman City	Texas	12023	0.000104126670000000000
Rains County	Texas	11710	0.000354600000000000000
Ralls City	Texas	10907	0.000026446670000000000
Rancho Viejo Town	Texas	10769	0.000025573330000000000
Randall County	Texas	11720	0.001854173330000000000
Ranger City	Texas	10999	0.000081240000000000000
Rankin City	Texas	11926	0.000010753330000000000
Ransom Canyon Town	Texas	11517	0.000006200000000000000
Ravenna City	Texas	11046	0.000004566670000000000
Raymondville City	Texas	11983	0.000049773330000000000
Reagan County	Texas	11721	0.000168100000000000000
Real County	Texas	11731	0.000033820000000000000
Red Lick City	Texas	10677	0.000000153330000000000
Red Oak City	Texas	11020	0.000178953330000000000
Red River County	Texas	11727	0.000195373330000000000
Redwater City	Texas	10678	0.000007053330000000000
Reeves County	Texas	11738	0.000689000000000000000
Refugio County	Texas	11736	0.000308106670000000000

Refugio Town	Texas	11742	0.0000589266700000000000
Reklaw City	Texas	10815	0.0000075733300000000000
Reno City	Texas	11449	0.0000744266700000000000
Reno City	Texas	11693	0.0000252733300000000000
Retreat Town	Texas	11636	0.0000003466700000000000
Rhome City	Texas	12016	0.0000819000000000000000
Rice City	Texas	11631	0.0000131466700000000000
Richardson City	Texas	10854	0.0017354333300000000000
Richland Hills City	Texas	11857	0.0001629200000000000000
Richland Springs Town	Texas	11788	0.0000148933300000000000
Richland Town	Texas	11635	0.0000014000000000000000
Richmond City	Texas	11065	0.0005173733300000000000
Richwood City	Texas	10688	0.0000807466700000000000
Riesel City	Texas	11557	0.0000074533300000000000
Rio Bravo City	Texas	11970	0.0000569866700000000000
Rio Grande City	Texas	11821	0.0001729800000000000000
Rio Hondo City	Texas	10762	0.0000236666700000000000
Rio Vista City	Texas	11379	0.0000294600000000000000
Rising Star Town	Texas	11000	0.0000128866700000000000
River Oaks City	Texas	11851	0.0000794466700000000000
Riverside City	Texas	11940	0.0000057200000000000000
Roanoke City	Texas	10981	0.0000018333300000000000
Roaring Springs Town	Texas	11615	0.0000030733300000000000
Robert Lee City	Texas	10827	0.0000005666700000000000
Roberts County	Texas	11755	0.0000036466700000000000
Robertson County	Texas	11744	0.0002976133300000000000
Robinson City	Texas	11547	0.0001200133300000000000
Robstown City	Texas	11652	0.0002676933300000000000
Roby City	Texas	11063	0.0000028533300000000000
Rochester Town	Texas	11223	0.0000044933300000000000
Rockdale City	Texas	11571	0.0001398200000000000000
Rockport City	Texas	10582	0.0003616866700000000000
Rocksprings Town	Texas	11007	0.0000001666700000000000
Rockwall City	Texas	11748	0.0007620533300000000000
Rockwall County	Texas	11753	0.0011254666700000000000
Rocky Mound Town	Texas	10777	0.0000018666700000000000
Rogers Town	Texas	10620	0.0000254533300000000000
Rollingwood City	Texas	11890	0.0000316933300000000000
Roma City	Texas	11818	0.0001108600000000000000
Roman Forest Town	Texas	11601	0.0000574000000000000000
Ropesville City	Texas	11292	0.0000141466700000000000
Roscoe City	Texas	11641	0.0000051866700000000000
Rose City	Texas	11669	0.0000267466700000000000
Rose Hill Acres City	Texas	11187	0.0000154066700000000000

Rosebud City	Texas	11034	0.0000099266700000000000
Rosenberg City	Texas	11068	0.0008439533300000000000
Ross City	Texas	11559	0.0000009800000000000000
Rosser Village	Texas	11412	0.0000036600000000000000
Rotan City	Texas	11054	0.0000099533300000000000
Round Mountain Town	Texas	10659	0.0000030266700000000000
Round Rock City	Texas	11905	0.0031732800000000000000
Round Top Town	Texas	11055	0.0000009333300000000000
Rowlett City	Texas	10935	0.0006664200000000000000
Roxton City	Texas	11446	0.0000003133300000000000
Royse City	Texas	11339	0.0001566266700000000000
Rule Town	Texas	11222	0.0000053333300000000000
Runaway Bay City	Texas	12017	0.0000462066700000000000
Runge Town	Texas	11402	0.0000017000000000000000
Runnels County	Texas	11756	0.0002255400000000000000
Rusk City	Texas	10806	0.0001199400000000000000
Rusk County	Texas	11758	0.0010092666700000000000
Sabinal City	Texas	11933	0.0000120733300000000000
Sabine County	Texas	11763	0.0003098600000000000000
Sachse City	Texas	10860	0.0001560000000000000000
Sadler City	Texas	11140	0.0000061666700000000000
Saginaw City	Texas	11849	0.0002131533300000000000
Salado Village	Texas	10624	0.0000214000000000000000
San Angelo City	Texas	11887	0.0035767266700000000000
San Antonio City	Texas	10653	0.0291027733300000000000
San Augustine City	Texas	11772	0.0001678800000000000000
San Augustine County	Texas	11770	0.0002523600000000000000
San Benito City	Texas	10761	0.0002667666700000000000
San Diego City	Texas	10989	0.0000784733300000000000
San Elizario City	Texas	11005	0.0000522066700000000000
San Felipe Town	Texas	10602	0.0000099866700000000000
San Jacinto County	Texas	11771	0.0013159866700000000000
San Juan City	Texas	11264	0.0001923000000000000000
San Leanna Village	Texas	11904	0.0000002400000000000000
San Marcos City	Texas	10739	0.0021712533300000000000
San Patricio City	Texas	11782	0.0000280866700000000000
San Patricio County	Texas	11777	0.0018127733300000000000
San Perlita City	Texas	11985	0.0000147933300000000000
San Saba City	Texas	11786	0.0000670466700000000000
San Saba County	Texas	11785	0.0001170800000000000000
Sanctuary Town	Texas	11682	0.0000001133300000000000
Sandy Oaks City	Texas	10633	0.0000657533300000000000
Sandy Point City	Texas	10682	0.0000109133300000000000
Sanford Town	Texas	11343	0.0000020533300000000000

Sanger City	Texas	10952	0.0001482466700000000000
Sansom Park City	Texas	11848	0.0000014866700000000000
Santa Anna Town	Texas	10829	0.0000021933300000000000
Santa Clara City	Texas	11161	0.0000005800000000000000
Santa Fe City	Texas	11100	0.0002218133300000000000
Santa Rosa Town	Texas	10767	0.0000142533300000000000
Savoy City	Texas	11044	0.0000156600000000000000
Schertz City	Texas	10655	0.0004007333300000000000
Schleicher County	Texas	11789	0.0000379666700000000000
Schulenburg City	Texas	11052	0.0000170666700000000000
Scotland City	Texas	10590	0.0000009866700000000000
Scottsville City	Texas	11215	0.0000047200000000000000
Scurry County	Texas	11791	0.0004874400000000000000
Scurry Town	Texas	11406	0.0000074000000000000000
Seabrook City	Texas	10798	0.0002018000000000000000
Seadrift City	Texas	10748	0.0000066066700000000000
Seagoville City	Texas	10930	0.0001140400000000000000
Seagraves City	Texas	11088	0.0000502066700000000000
Sealy City	Texas	10604	0.0001375800000000000000
Seguin City	Texas	11157	0.0025102533300000000000
Selma City	Texas	10651	0.0001495266700000000000
Seminole City	Texas	11097	0.0001072800000000000000
Seven Oaks City	Texas	11706	0.0000261133300000000000
Seven Points City	Texas	11256	0.0000496800000000000000
Seymour City	Texas	10625	0.0000947866700000000000
Shackelford County	Texas	11793	0.0000085866700000000000
Shady Shores Town	Texas	10957	0.0000039600000000000000
Shallowater City	Texas	11513	0.0000127133300000000000
Shamrock City	Texas	11973	0.0000288533300000000000
Shavano Park City	Texas	10640	0.0000211866700000000000
Shelby County	Texas	11794	0.0007328333300000000000
Shenandoah City	Texas	11603	0.0003141466700000000000
Shepherd City	Texas	11774	0.0000009800000000000000
Sherman City	Texas	11135	0.0022039000000000000000
Sherman County	Texas	11799	0.0000528666700000000000
Shiner City	Texas	11462	0.0000269466700000000000
Shoreacres City	Texas	10813	0.0000063866700000000000
Silsbee City	Texas	11185	0.0004429466700000000000
Silverton City	Texas	10718	0.0000000933300000000000
Simonton City	Texas	11072	0.0000127066700000000000
Sinton City	Texas	11778	0.0001577200000000000000
Skellytown Town	Texas	10784	0.0000026666700000000000
Slaton City	Texas	11514	0.0000010266700000000000
Smiley City	Texas	11119	0.0000043666700000000000

Smith County	Texas	11807	0.0050597400000000000000
Smithville City	Texas	10616	0.0001133933300000000000
Smyer Town	Texas	11297	0.0000020000000000000000
Snook City	Texas	10730	0.0000094800000000000000
Snyder City	Texas	11792	0.0000601200000000000000
Socorro City	Texas	11008	0.0000741666700000000000
Somerset City	Texas	10652	0.0000101800000000000000
Somervell County	Texas	11816	0.0003805066700000000000
Somerville City	Texas	10725	0.0000253733300000000000
Sonora City	Texas	11829	0.0000489133300000000000
Sour Lake City	Texas	11181	0.0001190400000000000000
South Houston City	Texas	11200	0.0001708000000000000000
South Mountain Town	Texas	10894	0.0000010266700000000000
South Padre Island Town	Texas	10772	0.0002041933300000000000
Southlake City	Texas	11864	0.0004723066700000000000
Southmayd City	Texas	11141	0.0000473066700000000000
Southside Place City	Texas	11199	0.0000059000000000000000
Spearman City	Texas	11176	0.0000933333300000000000
Splendora City	Texas	11597	0.0000517066700000000000
Spofford City	Texas	11436	0.0000000466700000000000
Spring Valley Village City	Texas	11201	0.0001093600000000000000
Springlake Town	Texas	11457	0.0000000200000000000000
Springtown City	Texas	11692	0.0000949600000000000000
Spur City	Texas	10985	0.0000028466700000000000
St. Hedwig Town	Texas	10650	0.0000074000000000000000
St. Jo City	Texas	11587	0.0000490666700000000000
St. Paul Town	Texas	10846	0.0000014000000000000000
Stafford City	Texas	11080	0.0005009666700000000000
Stagecoach Town	Texas	11602	0.0000202400000000000000
Stamford City	Texas	11390	0.0000026533300000000000
Stanton City	Texas	11532	0.0000255866700000000000
Staples City	Texas	11154	0.0000001266700000000000
Star Harbor City	Texas	11249	0.0000010066700000000000
Starr County	Texas	11820	0.0006659733300000000000
Stephens County	Texas	11822	0.0002349600000000000000
Stephenville City	Texas	11030	0.0005564800000000000000
Sterling City	Texas	11828	0.0000004133300000000000
Sterling County	Texas	11825	0.0000062600000000000000
Stinnett City	Texas	11340	0.0000273133300000000000
Stockdale City	Texas	12002	0.0000049400000000000000
Stonewall County	Texas	11827	0.0000121466700000000000
Stratford City	Texas	11801	0.0000558533300000000000

Strawn City	Texas	11671	0.000006580000000000000
Streetman Town	Texas	11090	0.000000033330000000000
Sudan City	Texas	11461	0.000000213330000000000
Sugar Land City	Texas	11066	0.002143740000000000000
Sullivan City	Texas	11274	0.000040806670000000000
Sulphur Springs City	Texas	11310	0.000830686670000000000
Sun Valley City	Texas	11450	0.000000026670000000000
Sundown City	Texas	11298	0.000017280000000000000
Sunnyvale Town	Texas	10921	0.000021653330000000000
Sunray City	Texas	11608	0.000017140000000000000
Sunrise Beach Village City	Texas	11511	0.000013886670000000000
Sunset Valley City	Texas	11906	0.000062833330000000000
Surfside Beach City	Texas	10695	0.000043533330000000000
Sutton County	Texas	11824	0.000043606670000000000
Sweeny City	Texas	10686	0.000030020000000000000
Sweetwater City	Texas	11644	0.000454986670000000000
Swisher County	Texas	11835	0.000048340000000000000
Taft City	Texas	11780	0.000039073330000000000
Tahoka City	Texas	11523	0.000002866670000000000
Talco City	Texas	11885	0.000002480000000000000
Talty Town	Texas	11409	0.000060826670000000000
Tarrant County	Texas	11833	0.041141060000000000000
Tatum City	Texas	11680	0.000006480000000000000
Taylor City	Texas	11997	0.000386300000000000000
Taylor County	Texas	11866	0.002340520000000000000
Taylor Lake Village City	Texas	11210	0.000002746670000000000
Taylor Landing City	Texas	11364	0.000001020000000000000
Teague City	Texas	11096	0.000011426670000000000
Tehuacana Town	Texas	11498	0.000000080000000000000
Temple City	Texas	10621	0.001871646670000000000
Tenaha Town	Texas	11797	0.000031453330000000000
Terrell City	Texas	11408	0.000991373330000000000
Terrell County	Texas	11873	0.000038246670000000000
Terrell Hills City	Texas	10641	0.000065720000000000000
Terry County	Texas	11875	0.000169486670000000000
Texarkana City	Texas	10676	0.001280626670000000000
Texas City	Texas	10799	0.001991346670000000000
Texhoma City	Texas	11805	0.000001040000000000000
Texline Town	Texas	10904	0.000005766670000000000
The Colony City	Texas	10961	0.000761980000000000000
The Hills Village	Texas	11896	0.000006693330000000000
Thompsons Town	Texas	11077	0.000012646670000000000

Thorndale City	Texas	11576	0.0000106333300000000000
Thornton Town	Texas	11500	0.0000018000000000000000
Thorntonville Town	Texas	11957	0.0000005800000000000000
Thrall City	Texas	11996	0.0000055000000000000000
Three Rivers City	Texas	11507	0.0000311266700000000000
Throckmorton County	Texas	11881	0.0000379666700000000000
Throckmorton Town	Texas	11882	0.0000001933300000000000
Tiki Island Village	Texas	11098	0.0000145200000000000000
Timbercreek Canyon Village	Texas	11722	0.0000024600000000000000
Timpson City	Texas	11802	0.0000842800000000000000
Tioga Town	Texas	11134	0.0000159333300000000000
Tira Town	Texas	11311	0.0000012333300000000000
Titus County	Texas	11891	0.0004707400000000000000
Toco City	Texas	11448	0.0000000266700000000000
Todd Mission City	Texas	11156	0.0000112000000000000000
Tolar City	Texas	11304	0.0000157933300000000000
Tom Bean City	Texas	11138	0.0000152866700000000000
Tom Green County	Texas	11884	0.0018828466700000000000
Tomball City	Texas	11208	0.0002308000000000000000
Tool City	Texas	11250	0.0000985800000000000000
Toyah Town	Texas	11741	0.0000002666700000000000
Travis County	Texas	11888	0.0313564866700000000000
Trent Town	Texas	11868	0.0000004200000000000000
Trenton City	Texas	10864	0.0000205933300000000000
Trinidad City	Texas	11243	0.0000390600000000000000
Trinity City	Texas	11920	0.0001576800000000000000
Trinity County	Texas	11911	0.0007051066700000000000
Trophy Club Town	Texas	10979	0.0001958000000000000000
Troup City	Texas	11815	0.0000527866700000000000
Troy City	Texas	10626	0.0000354666700000000000
Tulia City	Texas	11830	0.0000594066700000000000
Turkey City	Texas	11170	0.0000049133300000000000
Tuscola City	Texas	11871	0.0000009200000000000000
Tye City	Texas	11870	0.0000117733300000000000
Tyler City	Texas	11810	0.0048255266700000000000
Tyler County	Texas	11916	0.0008782866700000000000
Uhland City	Texas	10744	0.0000103000000000000000
Uncertain City	Texas	11216	0.0000012333300000000000
Union Grove City	Texas	11923	0.0000066266700000000000
Union Valley City	Texas	11334	0.0000044400000000000000
Universal City	Texas	10644	0.0001895200000000000000
University Park City	Texas	10924	0.0003388866700000000000
Upshur County	Texas	11918	0.0008553333300000000000

Upton County	Texas	11925	0.000056660000000000000
Uvalde City	Texas	11929	0.000122926670000000000
Uvalde County	Texas	11928	0.000241626670000000000
Val Verde County	Texas	11932	0.000785433330000000000
Valentine Town	Texas	11355	0.000001380000000000000
Valley Mills City	Texas	10669	0.000014853330000000000
Valley View City	Texas	10887	0.000012160000000000000
Van Alstyne City	Texas	10863	0.000291660000000000000
Van City	Texas	11936	0.000041373330000000000
Van Horn Town	Texas	10910	0.000001406670000000000
Van Zandt County	Texas	11931	0.001658313330000000000
Vega City	Texas	11662	0.000006493330000000000
Venus Town	Texas	11382	0.000065280000000000000
Vernon City	Texas	11984	0.000542246670000000000
Victoria City	Texas	11943	0.000563986670000000000
Victoria County	Texas	11945	0.003472573330000000000
Vidor City	Texas	11663	0.000637466670000000000
Vinton Village	Texas	11014	0.000004146670000000000
Volente Village	Texas	11892	0.000002220000000000000
Von Ormy City	Texas	10638	0.000003420000000000000
Waco City	Texas	11554	0.003413380000000000000
Waelder City	Texas	11120	0.000022846670000000000
Wake Village City	Texas	10681	0.000001160000000000000
Walker County	Texas	11941	0.001230826670000000000
Waller City	Texas	11953	0.000075300000000000000
Waller County	Texas	11947	0.000841373330000000000
Wallis City	Texas	10606	0.000017986670000000000
Walnut Springs City	Texas	10670	0.000001220000000000000
Ward County	Texas	11956	0.000452800000000000000
Warren City	Texas	11149	0.000000440000000000000
Washington County	Texas	11963	0.000558180000000000000
Waskom City	Texas	11213	0.000035640000000000000
Watauga City	Texas	11861	0.000221440000000000000
Waxahachie City	Texas	11023	0.001013960000000000000
Weatherford City	Texas	11681	0.001385813330000000000
Webb County	Texas	11966	0.003368693330000000000
Webberville Village	Texas	11893	0.000008533330000000000
Webster City	Texas	11207	0.000354680000000000000
Weimar City	Texas	10872	0.000038866670000000000
Weinert City	Texas	11220	0.000001560000000000000
Weir City	Texas	12001	0.000002953330000000000
Wellington City	Texas	10868	0.000060740000000000000
Wellman City	Texas	11877	0.000002553330000000000
Wells Town	Texas	10808	0.000009046670000000000

Weslaco City	Texas	11267	0.0004929933300000000000
West City	Texas	11551	0.0000234800000000000000
West Columbia City	Texas	10690	0.0001197200000000000000
West Lake Hills City	Texas	11895	0.0001137066700000000000
West Orange City	Texas	11666	0.0002830133300000000000
West Tawakoni City	Texas	11333	0.0000466333300000000000
West University Place City	Texas	11202	0.0002311466700000000000
Westbrook City	Texas	11584	0.0000002866700000000000
Westlake Town	Texas	10975	0.0002769333300000000000
Weston City	Texas	10851	0.0000017733300000000000
Weston Lakes City	Texas	11071	0.0000012600000000000000
Westover Hills Town	Texas	11853	0.0000300600000000000000
Westworth Village City	Texas	11859	0.0000522800000000000000
Wharton City	Texas	11971	0.0002113333300000000000
Wharton County	Texas	11969	0.0004859133300000000000
Wheeler City	Texas	11974	0.0000029800000000000000
Wheeler County	Texas	11972	0.0001751533300000000000
White Deer Town	Texas	10776	0.0000084866700000000000
White Oak City	Texas	11144	0.0001020333300000000000
White Settlement City	Texas	11852	0.0001553600000000000000
Whiteface Town	Texas	10825	0.0000010333300000000000
Whitehouse City	Texas	11809	0.0001934466700000000000
Whitesboro City	Texas	11136	0.0001262133300000000000
Whitewright Town	Texas	11051	0.0000473200000000000000
Whitney Town	Texas	11284	0.0000004866700000000000
Wichita County	Texas	11978	0.0036824733300000000000
Wichita Falls City	Texas	11982	0.0055504933300000000000
Wickett Town	Texas	11959	0.0000005800000000000000
Wilbarger County	Texas	11986	0.0003674933300000000000
Willacy County	Texas	11987	0.0001638733300000000000
Williamson County	Texas	11991	0.0079732466700000000000
Willis City	Texas	11591	0.0001625600000000000000
Willow Park City	Texas	11687	0.0001782466700000000000
Wills Point City	Texas	11938	0.0002917666700000000000
Wilmer City	Texas	10923	0.0000028400000000000000
Wilson City	Texas	11521	0.0000000800000000000000
Wilson County	Texas	11999	0.0008068933300000000000
Wimberley City	Texas	11227	0.0000048266700000000000
Windcrest City	Texas	10646	0.0000860533300000000000
Windom Town	Texas	11048	0.0000072466700000000000
Windthorst Town	Texas	10587	0.0000225666700000000000
Winfield City	Texas	11886	0.0000019333300000000000
Wink City	Texas	12006	0.0000008000000000000000

Winkler County	Texas	12013	0.0004077533300000000000
Winnsboro City	Texas	12028	0.0001919400000000000000
Winona Town	Texas	11808	0.0000021266700000000000
Winters City	Texas	11760	0.0000415266700000000000
Wise County	Texas	12010	0.0019271600000000000000
Wixon Valley City	Texas	10713	0.0000029400000000000000
Wolfe City	Texas	11332	0.0000364400000000000000
Wolfforth City	Texas	11519	0.0000268133300000000000
Wood County	Texas	12022	0.0017803200000000000000
Woodbranch City	Texas	11596	0.0000641133300000000000
Woodcreek City	Texas	11228	0.0000023866700000000000
Woodloch Town	Texas	11600	0.0000067466700000000000
Woodsboro Town	Texas	11737	0.0000075333300000000000
Woodson Town	Texas	11876	0.0000008133300000000000
Woodville Town	Texas	11913	0.0001356000000000000000
Woodway City	Texas	11549	0.0001714200000000000000
Wortham Town	Texas	11095	0.0000025066700000000000
Wylie City	Texas	10857	0.0007647200000000000000
Yantis Town	Texas	12024	0.0000138133300000000000
Yoakum City	Texas	11467	0.0001347333300000000000
Yoakum County	Texas	12030	0.0002328266700000000000
Yorktown City	Texas	10942	0.0000363133300000000000
Young County	Texas	12026	0.0002941333300000000000
Zapata County	Texas	12029	0.0003765333300000000000
Zavala County	Texas	12036	0.0002543133300000000000
Zavalla City	Texas	10579	0.0000072533300000000000
Beaver County	Utah	12035	0.0022800000000000000000
Box Elder County	Utah	12040	0.0146400000000000000000
Cache County	Utah	12039	0.0264900000000000000000
Carbon County	Utah	12046	0.0271800000000000000000
Daggett County	Utah	12043	0.0002800000000000000000
Davis County	Utah	12044	0.0869500000000000000000
Duchesne County	Utah	12051	0.0064100000000000000000
Emery County	Utah	12059	0.0093800000000000000000
Garfield County	Utah	12061	0.0014700000000000000000
Grand County	Utah	12060	0.0030400000000000000000
Iron County	Utah	12065	0.0162200000000000000000
Juab County	Utah	12066	0.0035200000000000000000
Kane County	Utah	12064	0.0043900000000000000000
Millard County	Utah	12070	0.0035500000000000000000
Morgan County	Utah	12068	0.0021600000000000000000
Piute County	Utah	12067	0.0002200000000000000000
Rich County	Utah	12072	0.0006100000000000000000
Salt Lake County	Utah	12071	0.4227100000000000000000

San Juan County	Utah	12088	0.0024900000000000000000
Sanpete County	Utah	12089	0.0101300000000000000000
Sevier County	Utah	12086	0.0066100000000000000000
Summit County	Utah	12090	0.0094400000000000000000
Tooele County	Utah	12091	0.0223300000000000000000
Uintah County	Utah	12094	0.0086600000000000000000
Utah County	Utah	12098	0.1542600000000000000000
Wasatch County	Utah	12117	0.0060100000000000000000
Washington County	Utah	12114	0.0486500000000000000000
Wayne County	Utah	12119	0.0010900000000000000000
Weber County	Utah	12121	0.0988300000000000000000
Accomack County	Virginia	12129	0.0034800348000000000000
Albemarle County	Virginia	12126	0.0086300863010000000000
Alexandria City	Virginia	12221	0.0116201162010000000000
Alleghany County	Virginia	12130	0.0021300213000000000000
Amelia County	Virginia	12127	0.0010000100000000000000
Amherst County	Virginia	12131	0.0029900299000000000000
Appomattox County	Virginia	12134	0.0013300133000000000000
Arlington County	Virginia	12132	0.0137801378010000000000
Augusta County	Virginia	12135	0.0083500835010000000000
Bath County	Virginia	12133	0.0003700037000000000000
Bedford County	Virginia	12139	0.0077700777010000000000
Bland County	Virginia	12138	0.0014700147000000000000
Botetourt County	Virginia	12137	0.0036200362000000000000
Bristol City	Virginia	12224	0.0043400434000000000000
Brunswick County	Virginia	12136	0.0010700107000000000000
Buchanan County	Virginia	12140	0.0092900929010000000000
Buckingham County	Virginia	12142	0.0012700127000000000000
Buena Vista City	Virginia	12225	0.0007800078000000000000
Campbell County	Virginia	12144	0.0045600456000000000000
Caroline County	Virginia	12143	0.0031800318000000000000
Carroll County	Virginia	12141	0.0044000440000000000000
Charles City County	Virginia	12145	0.0007300073000000000000
Charlotte County	Virginia	12146	0.0013800138000000000000
Charlottesville City	Virginia	12230	0.0046300463000000000000
Chesapeake City	Virginia	12240	0.0291202912030000000000
Chesterfield County	Virginia	12147	0.0408804088040000000000
Clarke County	Virginia	12149	0.0012500125000000000000
Colonial Heights City	Virginia	12222	0.0028300283000000000000
Covington City	Virginia	12228	0.0010000100000000000000
Craig County	Virginia	12151	0.0007000070000000000000
Culpeper County	Virginia	12150	0.0079000790010000000000
Cumberland County	Virginia	12148	0.0010000100000000000000
Danville City	Virginia	12226	0.0063700637010000000000

Dickenson County	Virginia	12153	0.0094800948010000000000
Dinwiddie County	Virginia	12154	0.0019600196000000000000
Emporia City	Virginia	12256	0.0005000050000000000000
Essex County	Virginia	12160	0.0010100101000000000000
Fairfax City	Virginia	12227	0.0026900269000000000000
Fairfax County	Virginia	12157	0.0867208672090000000000
Falls Church City	Virginia	12229	0.0010200102000000000000
Fauquier County	Virginia	12156	0.0121001210010000000000
Floyd County	Virginia	12152	0.0018200182000000000000
Fluvanna County	Virginia	12158	0.0019400194000000000000
Franklin City	Virginia	12231	0.0007900079000000000000
Franklin County	Virginia	12155	0.0095400954010000000000
Frederick County	Virginia	12165	0.0127701277010000000000
Fredericksburg City	Virginia	12233	0.0052400524010000000000
Galax City	Virginia	12237	0.0013900139000000000000
Giles County	Virginia	12162	0.0040900409000000000000
Gloucester County	Virginia	12163	0.0042400424000000000000
Goochland County	Virginia	12159	0.0022500225000000000000
Grayson County	Virginia	12167	0.0022400224000000000000
Greene County	Virginia	12161	0.0017800178000000000000
Greensville County	Virginia	12166	0.0012400124000000000000
Halifax County	Virginia	12168	0.0035300353000000000000
Hampton City	Virginia	12234	0.0153801538020000000000
Hanover County	Virginia	12169	0.0107901079010000000000
Harrisonburg City	Virginia	12235	0.0052300523010000000000
Henrico County	Virginia	12164	0.0447304473040000000000
Henry County	Virginia	12171	0.0122001220010000000000
Highland County	Virginia	12170	0.0002300023000000000000
Hopewell City	Virginia	12238	0.0034400344000000000000
Isle Of Wight County	Virginia	12174	0.0035600356000000000000
James City County	Virginia	12172	0.0061200612010000000000
King And Queen County	Virginia	12173	0.0007200072000000000000
King George County	Virginia	12178	0.0030600306000000000000
King William County	Virginia	12177	0.0017800178000000000000
Lancaster County	Virginia	12176	0.0013500135000000000000
Lee County	Virginia	12179	0.0055600556010000000000
Lexington City	Virginia	12236	0.0009300093000000000000
Loudoun County	Virginia	12175	0.0256702567030000000000
Louisa County	Virginia	12182	0.0044900449000000000000
Lunenburg County	Virginia	12180	0.0008800088000000000000
Lynchburg City	Virginia	12242	0.0081600816010000000000
Madison County	Virginia	12189	0.0016300163000000000000
Manassas City	Virginia	12257	0.0045200452000000000000

Manassas Park City	Virginia	12260	0.0009500095000000000000
Martinsville City	Virginia	12241	0.0049400494000000000000
Mathews County	Virginia	12184	0.0008800088000000000000
Mecklenburg County	Virginia	12181	0.0034400344000000000000
Middlesex County	Virginia	12186	0.0010800108000000000000
Montgomery County	Virginia	12183	0.0120501205010000000000
Nelson County	Virginia	12188	0.0014700147000000000000
New Kent County	Virginia	12187	0.0015600156000000000000
Newport News City	Virginia	12244	0.0204702047020000000000
Norfolk City	Virginia	12239	0.0338803388030000000000
Northampton County	Virginia	12185	0.0012200122000000000000
Northumberland County	Virginia	12192	0.0012900129000000000000
Norton City	Virginia	12243	0.0011000110000000000000
Nottoway County	Virginia	12193	0.0013300133000000000000
Orange County	Virginia	12190	0.0063800638010000000000
Page County	Virginia	12191	0.0041000410000000000000
Patrick County	Virginia	12199	0.0032900329000000000000
Petersburg City	Virginia	12245	0.0039500395000000000000
Pittsylvania County	Virginia	12195	0.0075000750010000000000
Poquoson City	Virginia	12258	0.0018600186000000000000
Portsmouth City	Virginia	12248	0.0193701937020000000000
Powhatan County	Virginia	12197	0.0026200262000000000000
Prince Edward County	Virginia	12194	0.0019000190000000000000
Prince George County	Virginia	12196	0.0035100351000000000000
Prince William County	Virginia	12202	0.0355603556040000000000
Pulaski County	Virginia	12200	0.0106101061010000000000
Radford City	Virginia	12250	0.0024700247000000000000
Rappahannock County	Virginia	12198	0.0009100091000000000000
Richmond City	Virginia	12249	0.0422504225040000000000
Richmond County	Virginia	12203	0.0008400084000000000000
Roanoke City	Virginia	12247	0.0185901859020000000000
Roanoke County	Virginia	12201	0.0149801498010000000000
Rockbridge County	Virginia	12205	0.0023500235000000000000
Rockingham County	Virginia	12207	0.0061400614010000000000
Russell County	Virginia	12206	0.0106401064010000000000
Salem City	Virginia	12259	0.0078600786010000000000
Scott County	Virginia	12204	0.0042100421000000000000
Shenandoah County	Virginia	12208	0.0066000660010000000000
Smyth County	Virginia	12209	0.0059200592010000000000
Southampton County	Virginia	12210	0.0013700137000000000000
Spotsylvania County	Virginia	12211	0.0141701417010000000000
Stafford County	Virginia	12214	0.0144301443010000000000
Staunton City	Virginia	12251	0.0044000440000000000000

Suffolk City	Virginia	12255	0.0071000710010000000000
Surry County	Virginia	12212	0.0005800058000000000000
Sussex County	Virginia	12213	0.0008100081000000000000
Tazewell County	Virginia	12217	0.0160601606020000000000
Virginia Beach City	Virginia	12246	0.0485904859050000000000
Warren County	Virginia	12220	0.0076600766010000000000
Washington County	Virginia	12218	0.0099600996010000000000
Waynesboro City	Virginia	12254	0.0036300363000000000000
Westmoreland County	Virginia	12216	0.0022300223000000000000
Williamsburg City	Virginia	12252	0.0008600086000000000000
Winchester City	Virginia	12253	0.0064900649010000000000
Wise County	Virginia	12223	0.0175601756020000000000
Wythe County	Virginia	12219	0.0064200642010000000000
York County	Virginia	12232	0.0056100561010000000000
Aberdeen City	Washington	12565	0.0024915253330000000000
Adams County	Washington	12543	0.0016387324750000000000
Anacortes City	Washington	12630	0.0017749629060000000000
Arlington City	Washington	12637	0.0026205240800000000000
Asotin County	Washington	12545	0.0046944983860000000000
Auburn City	Washington	12597	0.0032512970290000000000
Bainbridge Island City	Washington	12604	0.0013646860140000000000
Battle Ground City	Washington	12556	0.0013847298570000000000
Bellevue City	Washington	12577	0.0113005925730000000000
Bellingham City	Washington	12663	0.0089786145770000000000
Benton County	Washington	12547	0.0148488318920000000000
Bonney Lake City	Washington	12621	0.0011907738640000000000
Bothell City	Washington	12599	0.0044761613040000000000
Bremerton City	Washington	12602	0.0061933743890000000000
Burien City	Washington	12587	0.0002709629210000000000
Burlington City	Washington	12629	0.0011468616610000000000
Camas City	Washington	12553	0.0026915927240000000000
Centralia City	Washington	12611	0.0019099903530000000000
Chelan County	Washington	12549	0.0074349144850000000000
Cheney City	Washington	12651	0.0012384543490000000000
Clallam County	Washington	12552	0.0130769834010000000000
Clark County	Washington	12554	0.0451497753260000000000
Columbia County	Washington	12560	0.0005616995370000000000
Covington City	Washington	12592	0.0001181344060000000000
Cowlitz County	Washington	12558	0.0172269459900000000000
Des Moines City	Washington	12595	0.0011797645260000000000
Douglas County	Washington	12559	0.0039321751750000000000
East Wenatchee City	Washington	12561	0.0007998108650000000000
Edgewood City	Washington	12628	0.0000480167910000000000
Edmonds City	Washington	12634	0.0030589360090000000000

Ellensburg City	Washington	12609	0.0009558249150000000000
Enumclaw City	Washington	12601	0.0005377683260000000000
Everett City	Washington	12635	0.0192583632410000000000
Federal Way City	Washington	12585	0.0030614522400000000000
Ferndale City	Washington	12661	0.0006461018910000000000
Ferry County	Washington	12568	0.0011534879940000000000
Fife City	Washington	12625	0.0019551854810000000000
Franklin County	Washington	12570	0.0033612371440000000000
Garfield County	Washington	12566	0.0003219822090000000000
Gig Harbor City	Washington	12618	0.0008599633450000000000
Grandview City	Washington	12666	0.0005306061090000000000
Grant County	Washington	12562	0.0099325721670000000000
Grays Harbor County	Washington	12571	0.0099924291380000000000
Island County	Washington	12572	0.0068204226100000000000
Issaquah City	Washington	12576	0.0018762401070000000000
Jefferson County	Washington	12574	0.0044171373800000000000
Kelso City	Washington	12564	0.0013311452700000000000
Kenmore City	Washington	12591	0.0002044410240000000000
Kennewick City	Washington	12546	0.0054156505640000000000
Kent City	Washington	12578	0.0053773976760000000000
King County	Washington	12575	0.1397437226620000000000
Kirkland City	Washington	12579	0.0054535252460000000000
Kitsap County	Washington	12600	0.0262941336680000000000
Kittitas County	Washington	12606	0.0038557046830000000000
Klickitat County	Washington	12605	0.0022116734570000000000
Lacey City	Washington	12656	0.0023486272210000000000
Lake Forest Park City	Washington	12598	0.0005254391240000000000
Lake Stevens City	Washington	12646	0.0013852028910000000000
Lakewood City	Washington	12623	0.0052536408940000000000
Lewis County	Washington	12610	0.0107773774790000000000
Liberty Lake City	Washington	12643	0.0003896365190000000000
Lincoln County	Washington	12608	0.0017126696450000000000
Longview City	Washington	12563	0.0061627369050000000000
Lynden City	Washington	12662	0.0008271156120000000000
Lynnwood City	Washington	12641	0.0077046292140000000000
Maple Valley City	Washington	12594	0.0000937615870000000000
Marysville City	Washington	12644	0.0039450678270000000000
Mason County	Washington	12615	0.0080899180120000000000
Mercer Island City	Washington	12596	0.0017517974810000000000
Mill Creek City	Washington	12645	0.0012279395460000000000
Monroe City	Washington	12640	0.0017716218980000000000
Moses Lake City	Washington	12567	0.0020782939090000000000
Mount Vernon City	Washington	12631	0.0028010636650000000000

Mountlake Terrace City	Washington	12639	0.0021089358050000000000
Mukilteo City	Washington	12636	0.0025617907020000000000
Newcastle City	Washington	12590	0.0000331178800000000000
Oak Harbor City	Washington	12573	0.0025115504310000000000
Okanogan County	Washington	12613	0.0061450433450000000000
Olympia City	Washington	12652	0.0060394233850000000000
Pacific County	Washington	12612	0.0048954164660000000000
Pasco City	Washington	12569	0.0042780560660000000000
Pend Oreille County	Washington	12614	0.0025663749400000000000
Pierce County	Washington	12617	0.0723101640200000000000
Port Angeles City	Washington	12551	0.0045983705270000000000
Port Orchard City	Washington	12603	0.0010094971620000000000
Poulsbo City	Washington	12607	0.0007737482460000000000
Pullman City	Washington	12669	0.0022148374910000000000
Puyallup City	Washington	12620	0.0038457048140000000000
Redmond City	Washington	12580	0.0048394860070000000000
Renton City	Washington	12581	0.0076526269200000000000
Richland City	Washington	12550	0.0047567795170000000000
Sammamish City	Washington	12593	0.0002243690900000000000
San Juan County	Washington	12624	0.0021014951710000000000
Seatac City	Washington	12583	0.0014815512780000000000
Seattle City	Washington	12586	0.0660324038160000000000
Sedro-Woolley City	Washington	12632	0.0006611463510000000000
Shelton City	Washington	12616	0.0012391798880000000000
Shoreline City	Washington	12589	0.0004358345010000000000
Skagit County	Washington	12626	0.0105260239610000000000
Skamania County	Washington	12633	0.0016319319250000000000
Snohomish City	Washington	12642	0.0008610979640000000000
Snohomish County	Washington	12638	0.0690544156220000000000
Snoqualmie City	Washington	12582	0.0006491644810000000000
Spokane City	Washington	12648	0.0308720782870000000000
Spokane County	Washington	12647	0.0556238592920000000000
Spokane Valley City	Washington	12649	0.0006842175000000000000
Stevens County	Washington	12654	0.0074792401790000000000
Sumner City	Washington	12619	0.0010831575690000000000
Sunnyside City	Washington	12660	0.0012134783840000000000
Tacoma City	Washington	12622	0.0328163746170000000000
Thurston County	Washington	12650	0.0232584920940000000000
Tukwila City	Washington	12584	0.0030322057390000000000
Tumwater City	Washington	12653	0.0020659823500000000000
University Place City	Washington	12627	0.0003537333630000000000
Vancouver City	Washington	12555	0.0173066053250000000000
Wahkiakum County	Washington	12657	0.0005965821970000000000

Walla Walla City	Washington	12658	0.0031407686540000000000
Walla Walla County	Washington	12655	0.0055438702940000000000
Washougal City	Washington	12557	0.0012793282200000000000
Wenatchee City	Washington	12548	0.0029683334940000000000
West Richland City	Washington	12544	0.0004593604900000000000
Whatcom County	Washington	12659	0.0134526373060000000000
Whitman County	Washington	12667	0.0026268058370000000000
Woodinville City	Washington	12588	0.0001855163640000000000
Yakima City	Washington	12671	0.0060604105390000000000
Yakima County	Washington	12664	0.0193883929590000000000
Adams County	Wisconsin	12668	0.0032700000000000000000
Ashland County	Wisconsin	12665	0.0022500000000000000000
Barron County	Wisconsin	12670	0.0047800000000000000000
Bayfield County	Wisconsin	12672	0.0012400000000000000000
Brown County	Wisconsin	12674	0.0290000000000000000000
Buffalo County	Wisconsin	12682	0.0012600000000000000000
Burnett County	Wisconsin	12683	0.0022400000000000000000
Calumet County	Wisconsin	12690	0.0038600000000000000000
Chippewa County	Wisconsin	12687	0.0069600000000000000000
Clark County	Wisconsin	12685	0.0026100000000000000000
Columbia County	Wisconsin	12693	0.0107600000000000000000
Crawford County	Wisconsin	12686	0.0019500000000000000000
Cudahy City	Wisconsin	12754	0.0008700000000000000000
Dane County	Wisconsin	12692	0.0824800000000000000000
Dodge County	Wisconsin	12703	0.0130200000000000000000
Door County	Wisconsin	12706	0.0028200000000000000000
Douglas County	Wisconsin	12712	0.0055400000000000000000
Dunn County	Wisconsin	12713	0.0044200000000000000000
Eau Claire County	Wisconsin	12714	0.0117700000000000000000
Florence County	Wisconsin	12711	0.0005300000000000000000
Fond Du Lac County	Wisconsin	12709	0.0119600000000000000000
Forest County	Wisconsin	12717	0.0012700000000000000000
Franklin City	Wisconsin	12755	0.0015500000000000000000
Grant County	Wisconsin	12719	0.0049800000000000000000
Green County	Wisconsin	12721	0.0046600000000000000000
Green Lake County	Wisconsin	12723	0.0028000000000000000000
Greenfield City	Wisconsin	12764	0.0016300000000000000000
Iowa County	Wisconsin	12722	0.0027900000000000000000
Iron County	Wisconsin	12724	0.0006100000000000000000
Jackson County	Wisconsin	12725	0.0023600000000000000000
Jefferson County	Wisconsin	12728	0.0105100000000000000000
Juneau County	Wisconsin	12729	0.0043800000000000000000
Kenosha City	Wisconsin	12731	0.0048400000000000000000
Kenosha County	Wisconsin	12730	0.0371200000000000000000

Kewaunee County	Wisconsin	12735	0.0015600000000000000000
La Crosse County	Wisconsin	12733	0.0164900000000000000000
Lafayette County	Wisconsin	12739	0.0013400000000000000000
Langlade County	Wisconsin	12740	0.0031200000000000000000
Lincoln County	Wisconsin	12741	0.0035000000000000000000
Manitowoc County	Wisconsin	12744	0.0140300000000000000000
Marathon County	Wisconsin	12745	0.0125900000000000000000
Marinette City	Wisconsin	12752	0.0003200000000000000000
Marinette County	Wisconsin	12753	0.0050300000000000000000
Marquette County	Wisconsin	12756	0.0024600000000000000000
Menominee County	Wisconsin	12751	0.0008000000000000000000
Milwaukee City	Wisconsin	12768	0.0781500000000000000000
Milwaukee County	Wisconsin	12750	0.2522100000000000000000
Monroe County	Wisconsin	12767	0.0065500000000000000000
Mount Pleasant Village	Wisconsin	12794	0.0011700000000000000000
Oak Creek City	Wisconsin	12760	0.0016600000000000000000
Oconto County	Wisconsin	12766	0.0033600000000000000000
Oneida County	Wisconsin	12769	0.0052600000000000000000
Outagamie County	Wisconsin	12771	0.0183600000000000000000
Ozaukee County	Wisconsin	12778	0.0103600000000000000000
Pepin County	Wisconsin	12782	0.0005500000000000000000
Pierce County	Wisconsin	12781	0.0038700000000000000000
Pleasant Prairie Village	Wisconsin	12732	0.0005900000000000000000
Portage County	Wisconsin	12786	0.0072900000000000000000
Price County	Wisconsin	12790	0.0014900000000000000000
Racine County	Wisconsin	12787	0.0320800000000000000000
Richland County	Wisconsin	12796	0.0021800000000000000000
Rock County	Wisconsin	12803	0.0294700000000000000000
Rusk County	Wisconsin	12805	0.0015900000000000000000
Sauk County	Wisconsin	12800	0.0122600000000000000000
Sawyer County	Wisconsin	12799	0.0025800000000000000000
Shawano County	Wisconsin	12806	0.0041800000000000000000
Sheboygan County	Wisconsin	12808	0.0141000000000000000000
South Milwaukee City	Wisconsin	12763	0.0009600000000000000000
St Croix County	Wisconsin	12807	0.0082900000000000000000
Sturtevant Village	Wisconsin	12792	0.0001800000000000000000
Superior City	Wisconsin	12705	0.0008900000000000000000
Taylor County	Wisconsin	12810	0.0015900000000000000000
Trempealeau County	Wisconsin	12811	0.0032000000000000000000
Union Grove Village	Wisconsin	12791	0.0000700000000000000000
Vernon County	Wisconsin	12812	0.0032200000000000000000
Vilas County	Wisconsin	12813	0.0046800000000000000000
Walworth County	Wisconsin	12814	0.0157300000000000000000
Washburn County	Wisconsin	12816	0.0018500000000000000000

Washington County	Wisconsin	12819	0.0199100000000000000000
Waukesha County	Wisconsin	12821	0.0603500000000000000000
Waupaca County	Wisconsin	12831	0.0060600000000000000000
Waushara County	Wisconsin	12832	0.0023100000000000000000
Wauwatosa City	Wisconsin	12762	0.0030900000000000000000
West Allis City	Wisconsin	12765	0.0037800000000000000000
Winnebago County	Wisconsin	12833	0.0217600000000000000000
Wood County	Wisconsin	12841	0.0084200000000000000000
Yorkville Town	Wisconsin	12795	0.0000200000000000000000
Albany County	Wyoming	12836	0.0163298761370000000000
Big Horn County	Wyoming	12839	0.0303244324850000000000
Campbell County	Wyoming	12843	0.0443933352130000000000
Carbon County	Wyoming	12849	0.0369685560430000000000
Casper City	Wyoming	12856	0.0735036110590000000000
Cheyenne City	Wyoming	12853	0.0122862653280000000000
Converse County	Wyoming	12846	0.0189624324930000000000
Crook County	Wyoming	12847	0.0054486698850000000000
Evanston City	Wyoming	12869	0.0197024051990000000000
Fremont County	Wyoming	12850	0.0673748384370000000000
Gillette City	Wyoming	12844	0.0174106356700000000000
Goshen County	Wyoming	12845	0.0163612029050000000000
Green River City	Wyoming	12860	0.0061222186720000000000
Hot Springs County	Wyoming	12851	0.0085573093290000000000
Jackson Town	Wyoming	12872	0.0055985449630000000000
Johnson County	Wyoming	12852	0.0093224272360000000000
Laramie City	Wyoming	12837	0.0341810788110000000000
Laramie County	Wyoming	12854	0.1558552699220000000000
Lincoln County	Wyoming	12855	0.0312280119140000000000
Natrona County	Wyoming	12857	0.0790001694720000000000
Niobrara County	Wyoming	12861	0.0015402808610000000000
Park County	Wyoming	12864	0.0579642680090000000000
Platte County	Wyoming	12858	0.0175070271570000000000
Riverton City	Wyoming	12848	0.0127444833140000000000
Rock Springs City	Wyoming	12866	0.0152614797380000000000
Sheridan City	Wyoming	12865	0.0034051871020000000000
Sheridan County	Wyoming	12859	0.0391494949120000000000
Sublette County	Wyoming	12862	0.0071367404770000000000
Sweetwater County	Wyoming	12863	0.0763913060200000000000
Teton County	Wyoming	12867	0.0132909003490000000000
Uinta County	Wyoming	12870	0.0439115081080000000000
Washakie County	Wyoming	12871	0.0150075979280000000000
Weston County	Wyoming	12868	0.0077584348510000000000

EXHIBIT H

[Intentionally Omitted]

EXHIBIT I

Primary Subdivisions

1. Alabaster, City of, Alabama
2. Albertville, City of, Alabama
3. Alexander City, City of, Alabama
4. Anniston, City of, Alabama
5. Athens, City of, Alabama
6. Auburn, City of, Alabama
7. Autauga, County of, Alabama
8. Baldwin, County of, Alabama
9. Barbour, County of, Alabama
10. Bessemer, City of, Alabama
11. Bibb, County of, Alabama
12. Birmingham, City of, Alabama
13. Blount, County of, Alabama
14. Bullock, County of, Alabama
15. Butler, County of, Alabama
16. Calera, City of, Alabama
17. Calhoun, County of, Alabama
18. Center Point, City of, Alabama
19. Chambers, County of, Alabama
20. Chelsea, City of, Alabama
21. Cherokee, County of, Alabama
22. Chilton, County of, Alabama
23. Choctaw, County of, Alabama
24. Clarke, County of, Alabama
25. Clay, County of, Alabama
26. Cleburne, County of, Alabama
27. Coffee, County of, Alabama
28. Colbert, County of, Alabama
29. Conecuh, County of, Alabama
30. Coosa, County of, Alabama
31. Covington, County of, Alabama
32. Crenshaw, County of, Alabama
33. Cullman, City of, Alabama
34. Cullman, County of, Alabama
35. Dale, County of, Alabama
36. Dallas, County of, Alabama
37. Daphne, City of, Alabama
38. Decatur, City of, Alabama
39. DeKalb, County of, Alabama
40. Dothan, City of, Alabama
41. Elmore, County of, Alabama
42. Enterprise, City of, Alabama
43. Escambia, County of, Alabama
44. Etowah, County of, Alabama
45. Eufaula, City of, Alabama
46. Fairfield, City of, Alabama
47. Fairhope, City of, Alabama
48. Fayette, County of, Alabama
49. Florence, City of, Alabama
50. Foley, City of, Alabama
51. Fort Payne, City of, Alabama
52. Franklin, County of, Alabama
53. Gadsden, City of, Alabama
54. Gardendale, City of, Alabama
55. Geneva, County of, Alabama
56. Gulf Shores, City of, Alabama
57. Hale, County of, Alabama
58. Hartselle, City of, Alabama
59. Helena, City of, Alabama
60. Henry, County of, Alabama
61. Homewood, City of, Alabama
62. Hoover, City of, Alabama
63. Houston, County of, Alabama
64. Hueytown, City of, Alabama
65. Huntsville, City of, Alabama
66. Irondale, City of, Alabama
67. Jackson, County of, Alabama
68. Jacksonville, City of, Alabama
69. Jasper, City of, Alabama
70. Jefferson, County of, Alabama
71. Lamar, County of, Alabama
72. Lauderdale, County of, Alabama
73. Lawrence, County of, Alabama
74. Lee, County of, Alabama
75. Leeds, City of, Alabama
76. Limestone, County of, Alabama
77. Macon, County of, Alabama
78. Madison, City of, Alabama
79. Madison, County of, Alabama
80. Marengo, County of, Alabama
81. Marion, County of, Alabama
82. Marshall, County of, Alabama
83. Millbrook, City of, Alabama
84. Mobile, City of, Alabama
85. Mobile, County of, Alabama
86. Monroe, County of, Alabama

87. Montgomery, City of, Alabama
88. Montgomery, County of, Alabama
89. Moody, City of, Alabama
90. Morgan, County of, Alabama
91. Mountain Brook, City of, Alabama
92. Muscle Shoals, City of, Alabama
93. Northport, City of, Alabama
94. Opelika, City of, Alabama
95. Oxford, City of, Alabama
96. Ozark, City of, Alabama
97. Pelham, City of, Alabama
98. Pell City, City of, Alabama
99. Phenix City, City of, Alabama
100. Pickens, County of, Alabama
101. Pike, County of, Alabama
102. Pike Road, Town of, Alabama
103. Prattville, City of, Alabama
104. Prichard, City of, Alabama
105. Randolph, County of, Alabama
106. Russell, County of, Alabama
107. Saraland, City of, Alabama
108. Scottsboro, City of, Alabama
109. Selma, City of, Alabama
110. Shelby, County of, Alabama
111. St. Clair, County of, Alabama
112. Sumter, County of, Alabama
113. Sylacauga, City of, Alabama
114. Talladega, City of, Alabama
115. Talladega, County of, Alabama
116. Tallapoosa, County of, Alabama
117. Troy, City of, Alabama
118. Trussville, City of, Alabama
119. Tuscaloosa, City of, Alabama
120. Tuscaloosa, County of, Alabama
121. Vestavia Hills, City of, Alabama
122. Walker, County of, Alabama
123. Washington, County of, Alabama
124. Wilcox, County of, Alabama
125. Winston, County of, Alabama
126. Anchorage, Municipality of, Alaska
127. Fairbanks, City of, Alaska
128. Fairbanks North Star, Borough of, Alaska
129. Juneau, City of/ Borough of, Alaska
130. Kenai Peninsula, Borough of, Alaska
131. Ketchikan Gateway, Borough of, Alaska
132. Kodiak Island, Borough of, Alaska
133. Matanuska-Susitna, Borough of, Alaska
134. Wasilla, City of, Alaska
135. Apache, County of, Arizona
136. Apache Junction, City of, Arizona
137. Avondale, City of, Arizona
138. Buckeye, City of, Arizona
139. Bullhead City, City of, Arizona
140. Camp Verde, Town of, Arizona
141. Casa Grande, City of, Arizona
142. Chandler, City of, Arizona
143. Chino Valley, Town of, Arizona
144. Cochise, County of, Arizona
145. Coconino, County of, Arizona
146. Coolidge, City of, Arizona
147. Cottonwood, City of, Arizona
148. Douglas, City of, Arizona
149. El Mirage, City of, Arizona
150. Eloy, City of, Arizona
151. Flagstaff, City of, Arizona
152. Florence, Town of, Arizona
153. Fountain Hills, Town of, Arizona
154. Gila, County of, Arizona
155. Gilbert, Town of, Arizona
156. Glendale, City of, Arizona
157. Goodyear, City of, Arizona
158. Graham, County of, Arizona
159. Kingman, City of, Arizona
160. La Paz, County of, Arizona
161. Lake Havasu City, City of, Arizona
162. Marana, Town of, Arizona
163. Maricopa, City of, Arizona
164. Maricopa, County of, Arizona
165. Mesa, City of, Arizona
166. Mohave, County of, Arizona
167. Navajo, County of, Arizona
168. Nogales, City of, Arizona
169. Oro Valley, Town of, Arizona
170. Paradise Valley, Town of, Arizona
171. Payson, Town of, Arizona
172. Peoria, City of, Arizona
173. Phoenix, City of, Arizona
174. Pima, County of, Arizona

175. Pinal, County of, Arizona
176. Prescott, City of, Arizona
177. Prescott Valley, Town of, Arizona
178. Queen Creek, Town of, Arizona
179. Sahuarita, Town of, Arizona
180. San Luis, City of, Arizona
181. Santa Cruz, County of, Arizona
182. Scottsdale, City of, Arizona
183. Sedona, City of, Arizona
184. Show Low, City of, Arizona
185. Sierra Vista, City of, Arizona
186. Somerton, City of, Arizona
187. Surprise, City of, Arizona
188. Tempe, City of, Arizona
189. Tucson, City of, Arizona
190. Yavapai, County of, Arizona
191. Yuma, City of, Arizona
192. Yuma, County of, Arizona
193. Arkadelphia, City of, Arkansas
194. Arkansas, County of, Arkansas
195. Ashley, County of, Arkansas
196. Batesville, City of, Arkansas
197. Baxter, County of, Arkansas
198. Bella Vista, City of, Arkansas
199. Benton, City of, Arkansas
200. Benton, County of, Arkansas
201. Bentonville, City of, Arkansas
202. Blytheville, City of, Arkansas
203. Boone, County of, Arkansas
204. Bradley, County of, Arkansas
205. Bryant, City of, Arkansas
206. Cabot, City of, Arkansas
207. Camden, City of, Arkansas
208. Carroll, County of, Arkansas
209. Centerton, City of, Arkansas
210. Chicot, County of, Arkansas
211. Clark, County of, Arkansas
212. Clay, County of, Arkansas
213. Cleburne, County of, Arkansas
214. Columbia, County of, Arkansas
215. Conway, City of, Arkansas
216. Conway, County of, Arkansas
217. Craighead, County of, Arkansas
218. Crawford, County of, Arkansas
219. Crittenden, County of, Arkansas
220. Cross, County of, Arkansas
221. Desha, County of, Arkansas
222. Drew, County of, Arkansas
223. El Dorado, City of, Arkansas
224. Faulkner, County of, Arkansas
225. Fayetteville, City of, Arkansas
226. Forrest City, City of, Arkansas
227. Fort Smith, City of, Arkansas
228. Franklin, County of, Arkansas
229. Fulton, County of, Arkansas
230. Garland, County of, Arkansas
231. Grant, County of, Arkansas
232. Greene, County of, Arkansas
233. Harrison, City of, Arkansas
234. Helena-West Helena, City of, Arkansas
235. Hempstead, County of, Arkansas
236. Hot Spring, County of, Arkansas
237. Hot Springs, City of, Arkansas
238. Howard, County of, Arkansas
239. Independence, County of, Arkansas
240. Izard, County of, Arkansas
241. Jackson, County of, Arkansas
242. Jacksonville, City of, Arkansas
243. Jefferson, County of, Arkansas
244. Johnson, County of, Arkansas
245. Jonesboro, City of, Arkansas
246. Lawrence, County of, Arkansas
247. Lincoln, County of, Arkansas
248. Little River, County of, Arkansas
249. Little Rock, City of, Arkansas
250. Logan, County of, Arkansas
251. Lonoke, County of, Arkansas
252. Madison, County of, Arkansas
253. Magnolia, City of, Arkansas
254. Malvern, City of, Arkansas
255. Marion, City of, Arkansas
256. Marion, County of, Arkansas
257. Maumelle, City of, Arkansas
258. Miller, County of, Arkansas
259. Mississippi, County of, Arkansas
260. Mountain Home, City of, Arkansas
261. North Little Rock, City of, Arkansas
262. Ouachita, County of, Arkansas
263. Paragould, City of, Arkansas
264. Perry, County of, Arkansas
265. Phillips, County of, Arkansas

266. Pike, County of, Arkansas
267. Pine Bluff, City of, Arkansas
268. Poinsett, County of, Arkansas
269. Polk, County of, Arkansas
270. Pope, County of, Arkansas
271. Pulaski, County of, Arkansas
272. Randolph, County of, Arkansas
273. Rogers, City of, Arkansas
274. Russellville, City of, Arkansas
275. Saline, County of, Arkansas
276. Scott, County of, Arkansas
277. Searcy, City of, Arkansas
278. Sebastian, County of, Arkansas
279. Sevier, County of, Arkansas
280. Sharp, County of, Arkansas
281. Sherwood, City of, Arkansas
282. Siloam Springs, City of, Arkansas
283. Springdale, City of, Arkansas
284. St. Francis, County of, Arkansas
285. Stone, County of, Arkansas
286. Texarkana, City of, Arkansas
287. Union, County of, Arkansas
288. Van Buren, City of, Arkansas
289. Van Buren, County of, Arkansas
290. Washington, County of, Arkansas
291. West Memphis, City of, Arkansas
292. White, County of, Arkansas
293. Yell, County of, Arkansas
294. Adelanto, City of, California
295. Agoura Hills, City of, California
296. Alameda, City of, California
297. Alameda, County of, California
298. Albany, City of, California
299. Alhambra, City of, California
300. Aliso Viejo, City of, California
301. Amador, County of, California
302. American Canyon, City of, California
303. Anaheim, City of, California
304. Anderson, City of, California
305. Antioch, City of, California
306. Apple Valley, Town of, California
307. Arcadia, City of, California
308. Arcata, City of, California
309. Arroyo Grande, City of, California
310. Artesia, City of, California
311. Arvin, City of, California
312. Atascadero, City of, California
313. Atwater, City of, California
314. Auburn, City of, California
315. Avenal, City of, California
316. Azusa, City of, California
317. Bakersfield, City of, California
318. Baldwin Park, City of, California
319. Banning, City of, California
320. Barstow, City of, California
321. Beaumont, City of, California
322. Bell, City of, California
323. Bell Gardens, City of, California
324. Bellflower, City of, California
325. Belmont, City of, California
326. Benicia, City of, California
327. Berkeley, City of, California
328. Beverly Hills, City of, California
329. Blythe, City of, California
330. Brawley, City of, California
331. Brea, City of, California
332. Brentwood, City of, California
333. Buena Park, City of, California
334. Burbank, City of, California
335. Burlingame, City of, California
336. Butte, County of, California
337. Calabasas, City of, California
338. Calaveras, County of, California
339. Calexico, City of, California
340. California City, City of, California
341. Camarillo, City of, California
342. Campbell, City of, California
343. Canyon Lake, City of, California
344. Capitola, City of, California
345. Carlsbad, City of, California
346. Carpinteria, City of, California
347. Carson, City of, California
348. Cathedral City, City of, California
349. Ceres, City of, California
350. Cerritos, City of, California
351. Chico, City of, California
352. Chino, City of, California
353. Chino Hills, City of, California
354. Chowchilla, City of, California
355. Chula Vista, City of, California
356. Citrus Heights, City of, California

357. Claremont, City of, California
358. Clayton, City of, California
359. Clearlake, City of, California
360. Clovis, City of, California
361. Coachella, City of, California
362. Coalinga, City of, California
363. Colton, City of, California
364. Colusa, County of, California
365. Commerce, City of, California
366. Compton, City of, California
367. Concord, City of, California
368. Contra Costa, County of, California
369. Corcoran, City of, California
370. Corona, City of, California
371. Coronado, City of, California
372. Costa Mesa, City of, California
373. Covina, City of, California
374. Cudahy, City of, California
375. Culver City, City of, California
376. Cupertino, City of, California
377. Cypress, City of, California
378. Daly City, City of, California
379. Dana Point, City of, California
380. Danville, Town of, California
381. Davis, City of, California
382. Del Norte, County of, California
383. Delano, City of, California
384. Desert Hot Springs, City of, California
385. Diamond Bar, City of, California
386. Dinuba, City of, California
387. Dixon, City of, California
388. Downey, City of, California
389. Duarte, City of, California
390. Dublin, City of, California
391. East Palo Alto, City of, California
392. Eastvale, City of, California
393. El Cajon, City of, California
394. El Centro, City of, California
395. El Cerrito, City of, California
396. El Dorado, County of, California
397. El Monte, City of, California
398. El Paso de Robles (Paso Robles), City of, California
399. El Segundo, City of, California
400. Elk Grove, City of, California
401. Emeryville, City of, California
402. Encinitas, City of, California
403. Escondido, City of, California
404. Eureka, City of, California
405. Exeter, City of, California
406. Fairfield, City of, California
407. Farmersville, City of, California
408. Fillmore, City of, California
409. Folsom, City of, California
410. Fontana, City of, California
411. Fortuna, City of, California
412. Foster City, City of, California
413. Fountain Valley, City of, California
414. Fremont, City of, California
415. Fresno, City of, California
416. Fresno, County of, California
417. Fullerton, City of, California
418. Galt, City of, California
419. Garden Grove, City of, California
420. Gardena, City of, California
421. Gilroy, City of, California
422. Glendale, City of, California
423. Glendora, City of, California
424. Glenn, County of, California
425. Goleta, City of, California
426. Grand Terrace, City of, California
427. Grass Valley, City of, California
428. Greenfield, City of, California
429. Grover Beach, City of, California
430. Half Moon Bay, City of, California
431. Hanford, City of, California
432. Hawaiian Gardens, City of, California
433. Hawthorne, City of, California
434. Hayward, City of, California
435. Healdsburg, City of, California
436. Hemet, City of, California
437. Hercules, City of, California
438. Hermosa Beach, City of, California
439. Hesperia, City of, California
440. Highland, City of, California
441. Hillsborough, Town of, California
442. Hollister, City of, California
443. Humboldt, County of, California
444. Huntington Beach, City of, California

445. Huntington Park, City of, California
446. Imperial Beach, City of, California
447. Imperial, City of, California
448. Imperial, County of, California
449. Indio, City of, California
450. Inglewood, City of, California
451. Inyo, County of, California
452. Irvine, City of, California
453. Jurupa Valley, City of, California
454. Kerman, City of, California
455. Kern, County of, California
456. King City, City of, California
457. Kings, County of, California
458. Kingsburg, City of, California
459. La Cañada Flintridge, City of, California
460. La Habra, City of, California
461. La Mesa, City of, California
462. La Mirada, City of, California
463. La Palma, City of, California
464. La Puente, City of, California
465. La Quinta, City of, California
466. La Verne, City of, California
467. Lafayette, City of, California
468. Laguna Beach, City of, California
469. Laguna Hills, City of, California
470. Laguna Niguel, City of, California
471. Laguna Woods, City of, California
472. Lake, County of, California
473. Lake Elsinore, City of, California
474. Lake Forest, City of, California
475. Lakewood, City of, California
476. Lancaster, City of, California
477. Larkspur, City of, California
478. Lassen, County of, California
479. Lathrop, City of, California
480. Lawndale, City of, California
481. Lemon Grove, City of, California
482. Lemoore, City of, California
483. Lincoln, City of, California
484. Lindsay, City of, California
485. Livermore, City of, California
486. Livingston, City of, California
487. Lodi, City of, California
488. Loma Linda, City of, California
489. Lomita, City of, California
490. Lompoc, City of, California
491. Long Beach, City of, California
492. Los Alamitos, City of, California
493. Los Altos, City of, California
494. Los Angeles, City of, California
495. Los Angeles, County of, California
496. Los Banos, City of, California
497. Los Gatos, Town of, California
498. Lynwood, City of, California
499. Madera, City of, California
500. Madera, County of, California
501. Malibu, City of, California
502. Manhattan Beach, City of, California
503. Manteca, City of, California
504. Marin, County of, California
505. Marina, City of, California
506. Mariposa, County of, California
507. Martinez, City of, California
508. Marysville, City of, California
509. Maywood, City of, California
510. McFarland, City of, California
511. Mendocino, County of, California
512. Mendota, City of, California
513. Menifee, City of, California
514. Menlo Park, City of, California
515. Merced, City of, California
516. Merced, County of, California
517. Mill Valley, City of, California
518. Millbrae, City of, California
519. Milpitas, City of, California
520. Mission Viejo, City of, California
521. Modesto, City of, California
522. Mono, County of, California
523. Monrovia, City of, California
524. Montclair, City of, California
525. Montebello, City of, California
526. Monterey, City of, California
527. Monterey, County of, California
528. Monterey Park, City of, California
529. Moorpark, City of, California
530. Moraga, Town of, California
531. Moreno Valley, City of, California
532. Morgan Hill, City of, California
533. Morro Bay, City of, California
534. Mountain View, City of, California
535. Murrieta, City of, California

536. Napa, City of, California
537. Napa, County of, California
538. National City, City of, California
539. Nevada, County of, California
540. Newark, City of, California
541. Newman, City of, California
542. Newport Beach, City of, California
543. Norco, City of, California
544. Norwalk, City of, California
545. Novato, City of, California
546. Oakdale, City of, California
547. Oakland, City of, California
548. Oakley, City of, California
549. Oceanside, City of, California
550. Ontario, City of, California
551. Orange, City of, California
552. Orange, County of, California
553. Orange Cove, City of, California
554. Orinda, City of, California
555. Oroville, City of, California
556. Oxnard, City of, California
557. Pacific Grove, City of, California
558. Pacifica, City of, California
559. Palm Desert, City of, California
560. Palm Springs, City of, California
561. Palmdale, City of, California
562. Palo Alto, City of, California
563. Palos Verdes Estates, City of, California
564. Paramount, City of, California
565. Parlier, City of, California
566. Pasadena, City of, California
567. Patterson, City of, California
568. Perris, City of, California
569. Petaluma, City of, California
570. Pico Rivera, City of, California
571. Piedmont, City of, California
572. Pinole, City of, California
573. Pittsburg, City of, California
574. Placentia, City of, California
575. Placer, County of, California
576. Placerville, City of, California
577. Pleasant Hill, City of, California
578. Pleasanton, City of, California
579. Plumas, County of, California
580. Pomona, City of, California
581. Port Hueneme, City of, California
582. Porterville, City of, California
583. Poway, City of, California
584. Rancho Cordova, City of, California
585. Rancho Cucamonga, City of, California
586. Rancho Mirage, City of, California
587. Rancho Palos Verdes, City of, California
588. Rancho Santa Margarita, City of, California
589. Red Bluff, City of, California
590. Redding, City of, California
591. Redlands, City of, California
592. Redondo Beach, City of, California
593. Redwood City, City of, California
594. Reedley, City of, California
595. Rialto, City of, California
596. Richmond, City of, California
597. Ridgecrest, City of, California
598. Ripon, City of, California
599. Riverbank, City of, California
600. Riverside, City of, California
601. Riverside, County of, California
602. Rocklin, City of, California
603. Rohnert Park, City of, California
604. Rosemead, City of, California
605. Roseville, City of, California
606. Sacramento, City of, California
607. Sacramento, County of, California
608. Salinas, City of, California
609. San Anselmo, Town of, California
610. San Benito, County of, California
611. San Bernardino, City of, California
612. San Bernardino, County of, California
613. San Bruno, City of, California
614. San Buenaventura (Ventura), City of, California
615. San Carlos, City of, California
616. San Clemente, City of, California
617. San Diego, City of, California
618. San Diego, County of, California
619. San Dimas, City of, California
620. San Fernando, City of, California

621. San Francisco, City of/ County of, California
622. San Gabriel, City of, California
623. San Jacinto, City of, California
624. San Joaquin, County of, California
625. San Jose, City of, California
626. San Juan Capistrano, City of, California
627. San Leandro, City of, California
628. San Luis Obispo, City of, California
629. San Luis Obispo, County of, California
630. San Marcos, City of, California
631. San Marino, City of, California
632. San Mateo, City of, California
633. San Mateo, County of, California
634. San Pablo, City of, California
635. San Rafael, City of, California
636. San Ramon, City of, California
637. Sanger, City of, California
638. Santa Ana, City of, California
639. Santa Barbara, City of, California
640. Santa Barbara, County of, California
641. Santa Clara, City of, California
642. Santa Clara, County of, California
643. Santa Clarita, City of, California
644. Santa Cruz, City of, California
645. Santa Cruz, County of, California
646. Santa Fe Springs, City of, California
647. Santa Maria, City of, California
648. Santa Monica, City of, California
649. Santa Paula, City of, California
650. Santa Rosa, City of, California
651. Santee, City of, California
652. Saratoga, City of, California
653. Scotts Valley, City of, California
654. Seal Beach, City of, California
655. Seaside, City of, California
656. Selma, City of, California
657. Shafter, City of, California
658. Shasta, County of, California
659. Shasta Lake, City of, California
660. Sierra Madre, City of, California
661. Signal Hill, City of, California
662. Simi Valley, City of, California
663. Siskiyou, County of, California
664. Solana Beach, City of, California
665. Solano, County of, California
666. Soledad, City of, California
667. Sonoma, City of, California
668. Sonoma, County of, California
669. South El Monte, City of, California
670. South Gate, City of, California
671. South Lake Tahoe, City of, California
672. South Pasadena, City of, California
673. South San Francisco, City of, California
674. Stanislaus, County of, California
675. Stanton, City of, California
676. Stockton, City of, California
677. Suisun City, City of, California
678. Sunnyvale, City of, California
679. Susanville, City of, California
680. Sutter, County of, California
681. Tehachapi, City of, California
682. Tehama, County of, California
683. Temecula, City of, California
684. Temple City, City of, California
685. Thousand Oaks, City of, California
686. Torrance, City of, California
687. Tracy, City of, California
688. Trinity, County of, California
689. Truckee, Town of, California
690. Tulare, City of, California
691. Tulare, County of, California
692. Tuolumne, County of, California
693. Turlock, City of, California
694. Tustin, City of, California
695. Twentynine Palms, City of, California
696. Ukiah, City of, California
697. Union City, City of, California
698. Upland, City of, California
699. Vacaville, City of, California
700. Vallejo, City of, California
701. Ventura, County of, California
702. Victorville, City of, California
703. Visalia, City of, California
704. Vista, City of, California
705. Walnut, City of, California
706. Walnut Creek, City of, California

707. Wasco, City of, California
708. Watsonville, City of, California
709. West Covina, City of, California
710. West Hollywood, City of, California
711. West Sacramento, City of, California
712. Westminster, City of, California
713. Whittier, City of, California
714. Wildomar, City of, California
715. Windsor, Town of, California
716. Woodland, City of, California
717. Yolo, County of, California
718. Yorba Linda, City of, California
719. Yuba City, City of, California
720. Yuba, County of, California
721. Yucaipa, City of, California
722. Yucca Valley, Town of, California
723. Adams, County of, Colorado
724. Alamosa, County of, Colorado
725. Arapahoe, County of, Colorado
726. Archuleta, County of, Colorado
727. Arvada, City of, Colorado
728. Aurora, City of, Colorado
729. Boulder, City of, Colorado
730. Boulder, County of, Colorado
731. Brighton, City of, Colorado
732. Broomfield, City of/ County of, Colorado
733. Cañon City, City of, Colorado
734. Castle Pines, City of, Colorado
735. Castle Rock, Town of, Colorado
736. Centennial, City of, Colorado
737. Chaffee, County of, Colorado
738. Colorado Springs, City of, Colorado
739. Commerce City, City of, Colorado
740. Delta, County of, Colorado
741. Denver, City of/ County of, Colorado
742. Douglas, County of, Colorado
743. Durango, City of, Colorado
744. Eagle, County of, Colorado
745. El Paso, County of, Colorado
746. Elbert, County of, Colorado
747. Englewood, City of, Colorado
748. Erie, Town of, Colorado
749. Evans, City of, Colorado
750. Federal Heights, City of, Colorado
751. Firestone, Town of, Colorado
752. Fort Collins, City of, Colorado
753. Fort Morgan, City of, Colorado
754. Fountain, City of, Colorado
755. Frederick, Town of, Colorado
756. Fremont, County of, Colorado
757. Fruita, City of, Colorado
758. Garfield, County of, Colorado
759. Golden, City of, Colorado
760. Grand, County of, Colorado
761. Grand Junction, City of, Colorado
762. Greeley, City of, Colorado
763. Greenwood, Village of/ City of, Colorado
764. Gunnison, County of, Colorado
765. Jefferson, County of, Colorado
766. Johnstown, Town of, Colorado
767. La Plata, County of, Colorado
768. Lafayette, City of, Colorado
769. Lakewood, City of, Colorado
770. Larimer, County of, Colorado
771. Las Animas, County of, Colorado
772. Littleton, City of, Colorado
773. Logan, County of, Colorado
774. Lone Tree, City of, Colorado
775. Longmont, City of, Colorado
776. Louisville, City of, Colorado
777. Loveland, City of, Colorado
778. Mesa, County of, Colorado
779. Moffat, County of, Colorado
780. Montezuma, County of, Colorado
781. Montrose, City of, Colorado
782. Montrose, County of, Colorado
783. Morgan, County of, Colorado
784. Northglenn, City of, Colorado
785. Otero, County of, Colorado
786. Park, County of, Colorado
787. Parker, Town of, Colorado
788. Pitkin, County of, Colorado
789. Prowers, County of, Colorado
790. Pueblo, City of, Colorado
791. Pueblo, County of, Colorado
792. Rio Grande, County of, Colorado
793. Routt, County of, Colorado
794. Steamboat Springs, City of, Colorado

795. Sterling, City of, Colorado
796. Summit, County of, Colorado
797. Superior, Town of, Colorado
798. Teller, County of, Colorado
799. Thornton, City of, Colorado
800. Weld, County of, Colorado
801. Wellington, Town of, Colorado
802. Westminster, City of, Colorado
803. Wheat Ridge, City of, Colorado
804. Windsor, Town of, Colorado
805. Yuma, County of, Colorado
806. Dover, City of, Delaware
807. Kent, County of, Delaware
808. Middletown, Town of, Delaware
809. Milford, City of, Delaware
810. New Castle, County of, Delaware
811. Newark, City of, Delaware
812. Smyrna, Town of, Delaware
813. Sussex, County of, Delaware
814. Wilmington, City of, Delaware
815. Alachua County, Florida
816. Altamonte Springs city, Florida
817. Apopka city, Florida
818. Atlantic Beach city, Florida
819. Auburndale city, Florida
820. Aventura city, Florida
821. Avon Park city, Florida
822. Baker County, Florida
823. Bartow city, Florida
824. Bay County, Florida
825. Belle Glade city, Florida
826. Boca Raton city, Florida
827. Bonita Springs city, Florida
828. Boynton Beach city, Florida
829. Bradenton city, Florida
830. Bradford County, Florida
831. Brevard County, Florida
832. Broward County, Florida
833. Calhoun County, Florida
834. Callaway city, Florida
835. Cape Canaveral city, Florida
836. Cape Coral city, Florida
837. Casselberry city, Florida
838. Charlotte County, Florida
839. Citrus County, Florida
840. Clay County, Florida
841. Clearwater city, Florida
842. Clermont city, Florida
843. Cocoa Beach city, Florida
844. Cocoa city, Florida
845. Coconut Creek city, Florida
846. Collier County, Florida
847. Columbia County, Florida
848. Cooper City city, Florida
849. Coral Gables city, Florida
850. Coral Springs city, Florida
851. Crestview city, Florida
852. Cutler Bay town, Florida
853. Dania Beach city, Florida
854. Davie town, Florida
855. Daytona Beach city, Florida
856. DeBary city, Florida
857. Deerfield Beach city, Florida
858. DeLand city, Florida
859. Delray Beach city, Florida
860. Deltona city, Florida
861. DeSoto County, Florida
862. Destin city, Florida
863. Dixie County, Florida
864. Doral city, Florida
865. Dunedin city, Florida
866. Duval County / Jacksonville city, Florida
867. Edgewater city, Florida
868. Escambia County, Florida
869. Estero village, Florida
870. Eustis city, Florida
871. Fernandina Beach city, Florida
872. Flagler County, Florida
873. Florida City city, Florida
874. Fort Lauderdale city, Florida
875. Fort Myers city, Florida
876. Fort Pierce city, Florida
877. Fort Walton Beach city, Florida
878. Franklin County, Florida
879. Fruitland Park city, Florida
880. Gadsden County, Florida
881. Gainesville city, Florida
882. Gilchrist County, Florida
883. Glades County, Florida
884. Greenacres city, Florida
885. Groveland city, Florida

886. Gulf County, Florida
887. Gulfport city, Florida
888. Haines City city, Florida
889. Hallandale Beach city, Florida
890. Hamilton County, Florida
891. Hardee County, Florida
892. Hendry County, Florida
893. Hernando County, Florida
894. Hialeah city, Florida
895. Hialeah Gardens city, Florida
896. Highlands County, Florida
897. Hillsborough County, Florida
898. Holly Hill city, Florida
899. Hollywood city, Florida
900. Holmes County, Florida
901. Homestead city, Florida
902. Indian River County, Florida
903. Jackson County, Florida
904. Jacksonville Beach city, Florida
905. Jefferson County, Florida
906. Jupiter town, Florida
907. Key Biscayne village, Florida
908. Key West city, Florida
909. Kissimmee city, Florida
910. Lady Lake town, Florida
911. Lake City city, Florida
912. Lake County, Florida
913. Lake Mary city, Florida
914. Lake Wales city, Florida
915. Lake Worth city, Florida
916. Lakeland city, Florida
917. Lantana town, Florida
918. Largo city, Florida
919. Lauderdale Lakes city, Florida
920. Lauderhill city, Florida
921. Lee County, Florida
922. Leesburg city, Florida
923. Leon County, Florida
924. Levy County, Florida
925. Lighthouse Point city, Florida
926. Longwood city, Florida
927. Lynn Haven city, Florida
928. Madison County, Florida
929. Maitland city, Florida
930. Manatee County, Florida
931. Marco Island city, Florida
932. Margate city, Florida
933. Marion County, Florida
934. Martin County, Florida
935. Melbourne city, Florida
936. Miami Beach city, Florida
937. Miami city, Florida
938. Miami Gardens city, Florida
939. Miami Lakes town, Florida
940. Miami Shores village, Florida
941. Miami Springs city, Florida
942. Miami-Dade County, Florida
943. Milton city, Florida
944. Minneola city, Florida
945. Miramar city, Florida
946. Monroe County, Florida
947. Mount Dora city, Florida
948. Naples city, Florida
949. Nassau County, Florida
950. New Port Richey city, Florida
951. New Smyrna Beach city, Florida
952. Niceville city, Florida
953. North Lauderdale city, Florida
954. North Miami Beach city, Florida
955. North Miami city, Florida
956. North Palm Beach village, Florida
957. North Port city, Florida
958. Oakland Park city, Florida
959. Ocala city, Florida
960. Ocoee city, Florida
961. Okaloosa County, Florida
962. Okeechobee County, Florida
963. Oldsmar city, Florida
964. Opa-locka city, Florida
965. Orange City city, Florida
966. Orange County, Florida
967. Orlando city, Florida
968. Ormond Beach city, Florida
969. Osceola County, Florida
970. Oviedo city, Florida
971. Palatka city, Florida
972. Palm Bay city, Florida
973. Palm Beach County, Florida
974. Palm Beach Gardens city, Florida
975. Palm Coast city, Florida
976. Palm Springs village, Florida
977. Palmetto Bay village, Florida

978. Palmetto city, Florida
979. Panama City Beach city, Florida
980. Panama City city, Florida
981. Parkland city, Florida
982. Pasco County, Florida
983. Pembroke Pines city, Florida
984. Pensacola city, Florida
985. Pinecrest village, Florida
986. Pinellas County, Florida
987. Pinellas Park city, Florida
988. Plant City city, Florida
989. Plantation city, Florida
990. Polk County, Florida
991. Pompano Beach city, Florida
992. Port Orange city, Florida
993. Port St. Lucie city, Florida
994. Punta Gorda city, Florida
995. Putnam County, Florida
996. Riviera Beach city, Florida
997. Rockledge city, Florida
998. Royal Palm Beach village, Florida
999. Safety Harbor city, Florida
1000. Sanford city, Florida
1001. Santa Rosa County, Florida
1002. Sarasota city, Florida
1003. Sarasota County, Florida
1004. Satellite Beach city, Florida
1005. Sebastian city, Florida
1006. Sebring city, Florida
1007. Seminole city, Florida
1008. Seminole County, Florida
1009. South Daytona city, Florida
1010. South Miami city, Florida
1011. St. Augustine city, Florida
1012. St. Cloud city, Florida
1013. St. Johns County, Florida
1014. St. Lucie County, Florida
1015. St. Petersburg city, Florida
1016. Stuart city, Florida
1017. Sumter County, Florida
1018. Sunny Isles Beach city, Florida
1019. Sunrise city, Florida
1020. Suwannee County, Florida
1021. Sweetwater city, Florida
1022. Tallahassee city, Florida
1023. Tamarac city, Florida
1024. Tampa city, Florida
1025. Tarpon Springs city, Florida
1026. Tavares city, Florida
1027. Taylor County, Florida
1028. Temple Terrace city, Florida
1029. Titusville city, Florida
1030. Union County, Florida
1031. Venice city, Florida
1032. Vero Beach city, Florida
1033. Volusia County, Florida
1034. Wakulla County, Florida
1035. Walton County, Florida
1036. Washington County, Florida
1037. Wellington village, Florida
1038. West Melbourne city, Florida
1039. West Palm Beach city, Florida
1040. West Park city, Florida
1041. Weston city, Florida
1042. Wilton Manors city, Florida
1043. Winter Garden city, Florida
1044. Winter Haven city, Florida
1045. Winter Park city, Florida
1046. Winter Springs city, Florida
1047. Zephyrhills city, Florida
1048. Acworth, City of, Georgia
1049. Albany, City of, Georgia
1050. Alpharetta, City of, Georgia
1051. Americus, City of, Georgia
1052. Appling, County of, Georgia
1053. Athens-Clarke County, Unified Government of, Georgia
1054. Atlanta, City of, Georgia
1055. Augusta-Richmond County, Consolidated Government of, Georgia
1056. Bacon, County of, Georgia
1057. Bainbridge, City of, Georgia
1058. Baldwin, County of, Georgia
1059. Banks, County of, Georgia
1060. Barrow, County of, Georgia
1061. Bartow, County of, Georgia
1062. Ben Hill, County of, Georgia
1063. Berrien, County of, Georgia
1064. Bleckley, County of, Georgia
1065. Brantley, County of, Georgia
1066. Braselton, Town of, Georgia

1067. Brookhaven, City of, Georgia
1068. Brooks, County of, Georgia
1069. Brunswick, City of, Georgia
1070. Bryan, County of, Georgia
1071. Buford, City of, Georgia
1072. Bulloch, County of, Georgia
1073. Burke, County of, Georgia
1074. Butts, County of, Georgia
1075. Calhoun, City of, Georgia
1076. Camden, County of, Georgia
1077. Candler, County of, Georgia
1078. Canton, City of, Georgia
1079. Carroll, County of, Georgia
1080. Carrollton, City of, Georgia
1081. Cartersville, City of, Georgia
1082. Catoosa, County of, Georgia
1083. Chamblee, City of, Georgia
1084. Charlton, County of, Georgia
1085. Chatham, County of, Georgia
1086. Chattooga, County of, Georgia
1087. Cherokee, County of, Georgia
1088. Clarkston, City of, Georgia
1089. Clayton, County of, Georgia
1090. Cobb, County of, Georgia
1091. Coffee, County of, Georgia
1092. College Park, City of, Georgia
1093. Colquitt, County of, Georgia
1094. Columbia, County of, Georgia
1095. Columbus, City of, Georgia
1096. Columbus, City of/ Muscogee, County of, Georgia
1097. Conyers, City of, Georgia
1098. Cook, County of, Georgia
1099. Cordele, City of, Georgia
1100. Covington, City of, Georgia
1101. Coweta, County of, Georgia
1102. Crawford, County of, Georgia
1103. Crisp, County of, Georgia
1104. Cusseta-Chattahoochee County, Unified Government of, Georgia
1105. Dade, County of, Georgia
1106. Dallas, City of, Georgia
1107. Dalton, City of, Georgia
1108. Dawson, County of, Georgia
1109. Decatur, City of, Georgia
1110. Decatur, County of, Georgia
1111. DeKalb, County of, Georgia
1112. Dodge, County of, Georgia
1113. Dooly, County of, Georgia
1114. Doraville, City of, Georgia
1115. Dougherty, County of, Georgia
1116. Douglas, City of, Georgia
1117. Douglas, County of, Georgia
1118. Douglasville, City of, Georgia
1119. Dublin, City of, Georgia
1120. Duluth, City of, Georgia
1121. Dunwoody, City of, Georgia
1122. Early, County of, Georgia
1123. East Point, City of, Georgia
1124. Effingham, County of, Georgia
1125. Elbert, County of, Georgia
1126. Emanuel, County of, Georgia
1127. Evans, County of, Georgia
1128. Fairburn, City of, Georgia
1129. Fannin, County of, Georgia
1130. Fayette, County of, Georgia
1131. Fayetteville, City of, Georgia
1132. Floyd, County of, Georgia
1133. Forest Park, City of, Georgia
1134. Forsyth, County of, Georgia
1135. Franklin, County of, Georgia
1136. Fulton, County of, Georgia
1137. Gainesville, City of, Georgia
1138. Gilmer, County of, Georgia
1139. Glynn, County of, Georgia
1140. Gordon, County of, Georgia
1141. Grady, County of, Georgia
1142. Greene, County of, Georgia
1143. Griffin, City of, Georgia
1144. Grovetown, City of, Georgia
1145. Gwinnett, County of, Georgia
1146. Habersham, County of, Georgia
1147. Hall, County of, Georgia
1148. Haralson, County of, Georgia
1149. Harris, County of, Georgia
1150. Hart, County of, Georgia
1151. Heard, County of, Georgia
1152. Henry, County of, Georgia
1153. Hinesville, City of, Georgia
1154. Holly Springs, City of, Georgia
1155. Houston, County of, Georgia
1156. Jackson, County of, Georgia

1157. Jasper, County of, Georgia
1158. Jeff Davis, County of, Georgia
1159. Jefferson, City of, Georgia
1160. Jefferson, County of, Georgia
1161. Johns Creek, City of, Georgia
1162. Jones, County of, Georgia
1163. Kennesaw, City of, Georgia
1164. Kingsland, City of, Georgia
1165. LaGrange, City of, Georgia
1166. Lamar, County of, Georgia
1167. Lanier, County of, Georgia
1168. Laurens, County of, Georgia
1169. Lawrenceville, City of, Georgia
1170. Lee, County of, Georgia
1171. Liberty, County of, Georgia
1172. Lilburn, City of, Georgia
1173. Loganville, City of, Georgia
1174. Long, County of, Georgia
1175. Lowndes, County of, Georgia
1176. Lumpkin, County of, Georgia
1177. Macon, County of, Georgia
1178. Macon-Bibb, County of, Georgia
1179. Madison, County of, Georgia
1180. Marietta, City of, Georgia
1181. McDonough, City of, Georgia
1182. McDuffie, County of, Georgia
1183. McIntosh, County of, Georgia
1184. Meriwether, County of, Georgia
1185. Milledgeville, City of, Georgia
1186. Milton, City of, Georgia
1187. Mitchell, County of, Georgia
1188. Monroe, City of, Georgia
1189. Monroe, County of, Georgia
1190. Morgan, County of, Georgia
1191. Moultrie, City of, Georgia
1192. Murray, County of, Georgia
1193. Newnan, City of, Georgia
1194. Newton, County of, Georgia
1195. Norcross, City of, Georgia
1196. Oconee, County of, Georgia
1197. Oglethorpe, County of, Georgia
1198. Paulding, County of, Georgia
1199. Peach, County of, Georgia
1200. Peachtree City, City of, Georgia
1201. Peachtree Corners, City of, Georgia
1202. Perry, City of, Georgia
1203. Pickens, County of, Georgia
1204. Pierce, County of, Georgia
1205. Pike, County of, Georgia
1206. Polk, County of, Georgia
1207. Pooler, City of, Georgia
1208. Powder Springs, City of, Georgia
1209. Pulaski, County of, Georgia
1210. Putnam, County of, Georgia
1211. Rabun, County of, Georgia
1212. Richmond Hill, City of, Georgia
1213. Rincon, City of, Georgia
1214. Riverdale, City of, Georgia
1215. Rockdale, County of, Georgia
1216. Rome, City of, Georgia
1217. Roswell, City of, Georgia
1218. Sandy Springs, City of, Georgia
1219. Savannah, City of, Georgia
1220. Screven, County of, Georgia
1221. Smyrna, City of, Georgia
1222. Snellville, City of, Georgia
1223. South Fulton, City of, Georgia
1224. Spalding, County of, Georgia
1225. St. Marys, City of, Georgia
1226. Statesboro, City of, Georgia
1227. Stephens, County of, Georgia
1228. Stockbridge, City of, Georgia
1229. Stonecrest, City of, Georgia
1230. Sugar Hill, City of, Georgia
1231. Sumter, County of, Georgia
1232. Suwanee, City of, Georgia
1233. Tattnall, County of, Georgia
1234. Telfair, County of, Georgia
1235. Thomas, County of, Georgia
1236. Thomasville, City of, Georgia
1237. Tift, County of, Georgia
1238. Tifton, City of, Georgia
1239. Toombs, County of, Georgia
1240. Towns, County of, Georgia
1241. Troup, County of, Georgia
1242. Tucker, City of, Georgia
1243. Union City, City of, Georgia
1244. Union, County of, Georgia
1245. Upson, County of, Georgia
1246. Valdosta, City of, Georgia
1247. Vidalia, City of, Georgia
1248. Villa Rica, City of, Georgia

1249. Walker, County of, Georgia
1250. Walton, County of, Georgia
1251. Ware, County of, Georgia
1252. Warner Robins, City of, Georgia
1253. Washington, County of, Georgia
1254. Waycross, City of, Georgia
1255. Wayne, County of, Georgia
1256. White, County of, Georgia
1257. Whitfield, County of, Georgia
1258. Winder, City of, Georgia
1259. Woodstock, City of, Georgia
1260. Worth, County of, Georgia
1261. Ada, County of, Idaho
1262. Ammon, City of, Idaho
1263. Bannock, County of, Idaho
1264. Bingham, County of, Idaho
1265. Blackfoot, City of, Idaho
1266. Blaine, County of, Idaho
1267. Boise City, City of, Idaho
1268. Bonner, County of, Idaho
1269. Bonneville, County of, Idaho
1270. Boundary, County of, Idaho
1271. Burley, City of, Idaho
1272. Caldwell, City of, Idaho
1273. Canyon, County of, Idaho
1274. Cassia, County of, Idaho
1275. Chubbuck, City of, Idaho
1276. Coeur d'Alene, City of, Idaho
1277. Eagle, City of, Idaho
1278. Elmore, County of, Idaho
1279. Franklin, County of, Idaho
1280. Fremont, County of, Idaho
1281. Garden City, City of, Idaho
1282. Gem, County of, Idaho
1283. Gooding, County of, Idaho
1284. Hayden, City of, Idaho
1285. Idaho, County of, Idaho
1286. Idaho Falls, City of, Idaho
1287. Jefferson, County of, Idaho
1288. Jerome, City of, Idaho
1289. Jerome, County of, Idaho
1290. Kootenai, County of, Idaho
1291. Kuna, City of, Idaho
1292. Latah, County of, Idaho
1293. Lewiston, City of, Idaho
1294. Madison, County of, Idaho
1295. Meridian, City of, Idaho
1296. Minidoka, County of, Idaho
1297. Moscow, City of, Idaho
1298. Mountain Home, City of, Idaho
1299. Nampa, City of, Idaho
1300. Nez Perce, County of, Idaho
1301. Owyhee, County of, Idaho
1302. Payette, County of, Idaho
1303. Pocatello, City of, Idaho
1304. Post Falls, City of, Idaho
1305. Rexburg, City of, Idaho
1306. Shoshone, County of, Idaho
1307. Star, City of, Idaho
1308. Teton, County of, Idaho
1309. Twin Falls, City of, Idaho
1310. Twin Falls, County of, Idaho
1311. Valley, County of, Idaho
1312. Washington, County of, Idaho
1313. Adams, County of, Illinois
1314. Addison Township, Illinois
1315. Addison, Village of, Illinois
1316. Algonquin Township, Illinois
1317. Algonquin, Village of, Illinois
1318. Alsip, Village of, Illinois
1319. Alton, City of, Illinois
1320. Alton Township, Illinois
1321. Antioch Township, Illinois
1322. Antioch, Village of, Illinois
1323. Arlington Heights, Village of, Illinois
1324. Aurora, City of, Illinois
1325. Aurora Township, Illinois
1326. Aux Sable Township, Illinois
1327. Avon Township, Illinois
1328. Barrington Township, Illinois
1329. Barrington, Village of, Illinois
1330. Bartlett, Village of, Illinois
1331. Batavia, City of, Illinois
1332. Batavia Township, Illinois
1333. Beach Park, Village of, Illinois
1334. Belleville, City of, Illinois
1335. Bellwood, Village of, Illinois
1336. Belvidere, City of, Illinois
1337. Belvidere Township, Illinois
1338. Bensenville, Village of, Illinois
1339. Benton Township, Illinois

1340. Berwyn, City of, Illinois
1341. Berwyn Township, Illinois
1342. Blackberry Township, Illinois
1343. Bloom Township, Illinois
1344. Bloomingdale Township, Illinois
1345. Bloomingdale, Village of, Illinois
1346. Bloomington, City of, Illinois
1347. Bloomington City Township, Illinois
1348. Blue Island, City of, Illinois
1349. Bolingbrook, Village of, Illinois
1350. Bond, County of, Illinois
1351. Boone, County of, Illinois
1352. Bourbonnais Township, Illinois
1353. Bourbonnais, Village of, Illinois
1354. Bradley, Village of, Illinois
1355. Bremen Township, Illinois
1356. Bridgeview, Village of, Illinois
1357. Bristol Township, Illinois
1358. Brookfield, Village of, Illinois
1359. Bruce Township, Illinois
1360. Buffalo Grove, Village of, Illinois
1361. Burbank, City of, Illinois
1362. Bureau, County of, Illinois
1363. Burr Ridge, Village of, Illinois
1364. Cahokia, Village of, Illinois
1365. Calumet City, City of, Illinois
1366. Calumet Township, Illinois
1367. Campton Hills, Village of, Illinois
1368. Campton Township, Illinois
1369. Canton, City of, Illinois
1370. Canton Township, Illinois
1371. Capital Township, Illinois
1372. Carbondale, City of, Illinois
1373. Carbondale Township, Illinois
1374. Carol Stream, Village of, Illinois
1375. Carpentersville, Village of, Illinois
1376. Carroll, County of, Illinois
1377. Cary, Village of, Illinois
1378. Caseyville Township, Illinois
1379. Cass, County of, Illinois
1380. Centralia, City of, Illinois
1381. Centralia Township, Illinois
1382. Centreville Township, Illinois
1383. Champaign, City of, Illinois
1384. Champaign City Township, Illinois
1385. Champaign, County of, Illinois
1386. Champaign Township, Illinois
1387. Channahon Township, Illinois
1388. Channahon, Village of, Illinois
1389. Charleston, City of, Illinois
1390. Charleston Township, Illinois
1391. Chatham, Village of, Illinois
1392. Cherry Valley Township, Illinois
1393. Chicago, City of, Illinois
1394. Chicago Heights, City of, Illinois
1395. Chicago Ridge, Village of, Illinois
1396. Christian, County of, Illinois
1397. Cicero, Town of/ Township of, Illinois
1398. Clark, County of, Illinois
1399. Clay, County of, Illinois
1400. Clinton, County of, Illinois
1401. Coles, County of, Illinois
1402. Collinsville, City of, Illinois
1403. Collinsville Township, Illinois
1404. Coloma Township, Illinois
1405. Columbia, City of, Illinois
1406. Cook, County of, Illinois
1407. Cortland Township, Illinois
1408. Country Club Hills, City of, Illinois
1409. Crawford, County of, Illinois
1410. Crest Hill, City of, Illinois
1411. Crestwood, Village of, Illinois
1412. Crete Township, Illinois
1413. Crystal Lake, City of, Illinois
1414. Cuba Township, Illinois
1415. Cumberland, County of, Illinois
1416. Cunningham Township, Illinois
1417. Danville, City of, Illinois
1418. Danville Township, Illinois
1419. Darien, City of, Illinois
1420. De Witt, County of, Illinois
1421. Decatur, City of, Illinois
1422. Decatur Township, Illinois
1423. Deerfield, Village of, Illinois
1424. DeKalb, City of, Illinois
1425. DeKalb, County of, Illinois
1426. DeKalb Township, Illinois
1427. Des Plaines, City of, Illinois
1428. Dixon, City of, Illinois
1429. Dixon Township, Illinois
1430. Dolton, Village of, Illinois

1431. Dorr Township, Illinois
1432. Douglas, County of, Illinois
1433. Douglas Township, Illinois
1434. Downers Grove Township, Illinois
1435. Downers Grove, Village of, Illinois
1436. Du Page Township, Illinois
1437. Dundee Township, Illinois
1438. DuPage, County of, Illinois
1439. East Moline, City of, Illinois
1440. East Peoria, City of, Illinois
1441. East St. Louis, City of, Illinois
1442. East St. Louis Township, Illinois
1443. Edgar, County of, Illinois
1444. Edwardsville, City of, Illinois
1445. Edwardsville Township, Illinois
1446. Effingham, City of, Illinois
1447. Effingham, County of, Illinois
1448. Ela Township, Illinois
1449. Elgin, City of, Illinois
1450. Elgin Township, Illinois
1451. Elk Grove Township, Illinois
1452. Elk Grove Village, Village of, Illinois
1453. Elmhurst, City of, Illinois
1454. Elmwood Park, Village of, Illinois
1455. Evanston, City of, Illinois
1456. Evergreen Park, Village of, Illinois
1457. Fairview Heights, City of, Illinois
1458. Fayette, County of, Illinois
1459. Flagg Township, Illinois
1460. Fondulac Township, Illinois
1461. Ford, County of, Illinois
1462. Forest Park, Village of, Illinois
1463. Fox Lake, Village of, Illinois
1464. Frankfort Township, Illinois
1465. Frankfort, Village of, Illinois
1466. Franklin, County of, Illinois
1467. Franklin Park, Village of, Illinois
1468. Freeport, City of, Illinois
1469. Freeport Township, Illinois
1470. Fremont Township, Illinois
1471. Fulton, County of, Illinois
1472. Galesburg, City of, Illinois
1473. Galesburg City Township, Illinois
1474. Geneva, City of, Illinois
1475. Geneva Township, Illinois
1476. Glen Carbon, Village of, Illinois
1477. Glen Ellyn, Village of, Illinois
1478. Glendale Heights, Village of, Illinois
1479. Glenview, Village of, Illinois
1480. Godfrey Township, Illinois
1481. Godfrey, Village of, Illinois
1482. Grafton Township, Illinois
1483. Granite City, City of, Illinois
1484. Granite City Township, Illinois
1485. Grant Township, Illinois
1486. Grayslake, Village of, Illinois
1487. Greene, County of, Illinois
1488. Greenwood Township, Illinois
1489. Groveland Township, Illinois
1490. Grundy, County of, Illinois
1491. Gurnee, Village of, Illinois
1492. Hampton Township, Illinois
1493. Hancock, County of, Illinois
1494. Hanover Park, Village of, Illinois
1495. Hanover Township, Illinois
1496. Harlem Township, Illinois
1497. Harrisburg Township, Illinois
1498. Harvey, City of, Illinois
1499. Hazel Crest, Village of, Illinois
1500. Henry, County of, Illinois
1501. Herrin, City of, Illinois
1502. Hickory Hills, City of, Illinois
1503. Hickory Point Township, Illinois
1504. Highland Park, City of, Illinois
1505. Hinsdale, Village of, Illinois
1506. Hoffman Estates, Village of, Illinois
1507. Homer Glen, Village of, Illinois
1508. Homer Township, Illinois
1509. Homewood, Village of, Illinois
1510. Huntley, Village of, Illinois
1511. Iroquois, County of, Illinois
1512. Jackson, County of, Illinois
1513. Jacksonville, City of, Illinois
1514. Jarvis Township, Illinois
1515. Jefferson, County of, Illinois
1516. Jersey, County of, Illinois
1517. Jo Daviess, County of, Illinois
1518. Johnson, County of, Illinois
1519. Joliet, City of, Illinois
1520. Joliet Township, Illinois
1521. Justice, Village of, Illinois

1522. Kane, County of, Illinois
1523. Kankakee, City of, Illinois
1524. Kankakee, County of, Illinois
1525. Kankakee Township, Illinois
1526. Kendall, County of, Illinois
1527. Kewanee, City of, Illinois
1528. Knox, County of, Illinois
1529. La Grange Park, Village of, Illinois
1530. La Grange, Village of, Illinois
1531. Lake, County of, Illinois
1532. Lake Forest, City of, Illinois
1533. Lake in the Hills, Village of, Illinois
1534. Lake Villa Township, Illinois
1535. Lake Zurich, Village of, Illinois
1536. Lansing, Village of, Illinois
1537. LaSalle, County of, Illinois
1538. LaSalle Township, Illinois
1539. Lawrence, County of, Illinois
1540. Lee, County of, Illinois
1541. Lemont Township, Illinois
1542. Lemont, Village of, Illinois
1543. Leyden Township, Illinois
1544. Libertyville Township, Illinois
1545. Libertyville, Village of, Illinois
1546. Limestone Township, Illinois
1547. Lincoln, City of, Illinois
1548. Lincolnwood, Village of, Illinois
1549. Lindenhurst, Village of, Illinois
1550. Lisle Township, Illinois
1551. Lisle, Village of, Illinois
1552. Little Rock Township, Illinois
1553. Livingston, County of, Illinois
1554. Lockport, City of, Illinois
1555. Lockport Township, Illinois
1556. Logan, County of, Illinois
1557. Lombard, Village of, Illinois
1558. Long Creek Township, Illinois
1559. Loves Park, City of, Illinois
1560. Lyons Township, Illinois
1561. Lyons, Village of, Illinois
1562. Machesney Park, Village of, Illinois
1563. Macomb, City of, Illinois
1564. Macomb City Township, Illinois
1565. Macon, County of, Illinois
1566. Macoupin, County of, Illinois
1567. Madison, County of, Illinois
1568. Mahomet Township, Illinois
1569. Maine Township, Illinois
1570. Manhattan Township, Illinois
1571. Manteno Township, Illinois
1572. Marion, City of, Illinois
1573. Marion, County of, Illinois
1574. Markham, City of, Illinois
1575. Marshall, County of, Illinois
1576. Mason, County of, Illinois
1577. Massac, County of, Illinois
1578. Matteson, Village of, Illinois
1579. Mattoon, City of, Illinois
1580. Mattoon, Township of, Illinois
1581. Maywood, Village of, Illinois
1582. McDonough, County of, Illinois
1583. McHenry, City of, Illinois
1584. McHenry, County of, Illinois
1585. McHenry, Township of, Illinois
1586. McLean, County of, Illinois
1587. Medina, Township of, Illinois
1588. Melrose Park, Village of, Illinois
1589. Menard, County of, Illinois
1590. Mercer, County of, Illinois
1591. Midlothian, Village of, Illinois
1592. Milton Township, Illinois
1593. Minooka, Village of, Illinois
1594. Mokena, Village of, Illinois
1595. Moline, City of, Illinois
1596. Moline, Township of, Illinois
1597. Monee, Township of, Illinois
1598. Monroe, County of, Illinois
1599. Montgomery, County of, Illinois
1600. Montgomery, Village of, Illinois
1601. Moraine, Township of, Illinois
1602. Morgan, County of, Illinois
1603. Morris, City of, Illinois
1604. Morton Grove, Village of, Illinois
1605. Morton, Township of, Illinois
1606. Morton, Village of, Illinois
1607. Moultrie, County of, Illinois
1608. Mount Prospect, Village of, Illinois
1609. Mount Vernon, City of, Illinois
1610. Mount Vernon, Township of, Illinois
1611. Mundelein, Village of, Illinois
1612. Nameoki, Township of, Illinois
1613. Naperville, City of, Illinois

1614. Naperville, Township of, Illinois
1615. New Lenox, Township of, Illinois
1616. New Lenox, Village of, Illinois
1617. New Trier, Township of, Illinois
1618. Newell, Township of, Illinois
1619. Niles, Township of, Illinois
1620. Niles, Village of, Illinois
1621. Normal, Town of, Illinois
1622. Normal, Township of, Illinois
1623. Norridge, Village of, Illinois
1624. North Aurora, Village of, Illinois
1625. North Chicago, City of, Illinois
1626. Northbrook, Village of, Illinois
1627. Northfield, Township of, Illinois
1628. Northlake, City of, Illinois
1629. Norwood Park, Township of, Illinois
1630. Nunda, Township of, Illinois
1631. Oak Forest, City of, Illinois
1632. Oak Lawn, Village of, Illinois
1633. Oak Park, Township of, Illinois
1634. Oak Park, Village of, Illinois
1635. O'Fallon, City of, Illinois
1636. O'Fallon, Township of, Illinois
1637. Ogle, County of, Illinois
1638. Orland Park, Village of, Illinois
1639. Orland, Township of, Illinois
1640. Oswego, Township of, Illinois
1641. Oswego, Village of, Illinois
1642. Ottawa, City of, Illinois
1643. Ottawa, Township of, Illinois
1644. Palatine, Township of, Illinois
1645. Palatine, Village of, Illinois
1646. Palos Heights, City of, Illinois
1647. Palos Hills, City of, Illinois
1648. Palos, Township of, Illinois
1649. Park Forest, Village of, Illinois
1650. Park Ridge, City of, Illinois
1651. Pekin, City of, Illinois
1652. Pekin, Township of, Illinois
1653. Peoria, City of, Illinois
1654. Peoria City Township, Illinois
1655. Peoria, County of, Illinois
1656. Perry, County of, Illinois
1657. Peru, Township of, Illinois
1658. Piatt, County of, Illinois
1659. Pike, County of, Illinois
1660. Plainfield, Township of, Illinois
1661. Plainfield, Village of, Illinois
1662. Plano, City of, Illinois
1663. Pontiac, City of, Illinois
1664. Pontiac, Township of, Illinois
1665. Prospect Heights, City of, Illinois
1666. Proviso, Township of, Illinois
1667. Quincy, City of, Illinois
1668. Quincy, Township of, Illinois
1669. Randolph, County of, Illinois
1670. Rantoul, Township of,Illinois
1671. Rantoul, Village of, Illinois
1672. Rich, Township of, Illinois
1673. Richland, County of, Illinois
1674. Richton Park, Village of, Illinois
1675. River Forest, Township of, Illinois
1676. River Forest, Village of, Illinois
1677. Riverdale, Village of, Illinois
1678. Riverside, Township of, Illinois
1679. Rock Island, City of, Illinois
1680. Rock Island, County of, Illinois
1681. Rock Island, Township of, Illinois
1682. Rockford, City of, Illinois
1683. Rockford, Township of, Illinois
1684. Rockton, Township of, Illinois
1685. Rolling Meadows, City of, Illinois
1686. Romeoville, Village of, Illinois
1687. Roscoe, Township of, Illinois
1688. Roscoe, Village of, Illinois
1689. Roselle, Village of, Illinois
1690. Round Lake Beach, Village of, Illinois
1691. Round Lake, Village of, Illinois
1692. Rutland, Township of, Illinois
1693. Saline, County of, Illinois
1694. Sangamon, County of, Illinois
1695. Sauk Village, Village of, Illinois
1696. Schaumburg, Township of, Illinois
1697. Schaumburg, Village of, Illinois
1698. Schiller Park, Village of, Illinois
1699. Shelby, County of, Illinois
1700. Shields, Township of, Illinois
1701. Shiloh Valley, Township of, Illinois
1702. Shiloh, Village of, Illinois
1703. Shorewood, Village of, Illinois
1704. Skokie, Village of, Illinois

1705. South Elgin, Village of, Illinois
1706. South Holland, Village of, Illinois
1707. South Moline, Township of, Illinois
1708. South Rock Island, Township of, Illinois
1709. Springfield, City of, Illinois
1710. St. Charles, City of, Illinois
1711. St. Charles, Township of, Illinois
1712. St. Clair, County of, Illinois
1713. St. Clair, Township of, Illinois
1714. Stephenson, County of, Illinois
1715. Sterling, City of, Illinois
1716. Sterling, Township of, Illinois
1717. Stickney, Township of, Illinois
1718. Streamwood, Village of, Illinois
1719. Streator, City of, Illinois
1720. Sugar Grove, Township of, Illinois
1721. Summit, Village of, Illinois
1722. Swansea, Village of, Illinois
1723. Sycamore, City of, Illinois
1724. Sycamore, Township of, Illinois
1725. Taylorville, City of, Illinois
1726. Taylorville, Township of, Illinois
1727. Tazewell, County of, Illinois
1728. Thornton, Township of, Illinois
1729. Tinley Park, Village of, Illinois
1730. Troy, City of, Illinois
1731. Troy, Township of, Illinois
1732. Union, County of, Illinois
1733. Urbana, City of, Illinois
1734. Vermilion, County of, Illinois
1735. Vernon Hills, Village of, Illinois
1736. Vernon, Township of, Illinois
1737. Villa Park, Village of, Illinois
1738. Wabash, County of, Illinois
1739. Warren, County of, Illinois
1740. Warren, Township of, Illinois
1741. Warrenville, City of, Illinois
1742. Washington, City of, Illinois
1743. Washington, County of, Illinois
1744. Washington, Township of, Illinois
1745. Waterloo, City of, Illinois
1746. Wauconda, Township of, Illinois
1747. Wauconda, Village of, Illinois
1748. Waukegan, City of, Illinois
1749. Waukegan, Township of, Illinois
1750. Wayne, County of, Illinois
1751. Wayne, Township of, Illinois
1752. West Chicago, City of, Illinois
1753. West Deerfield, Township of, Illinois
1754. Westchester, Village of, Illinois
1755. Western Springs, Village of, Illinois
1756. Westmont, Village of, Illinois
1757. Wheatland, Township of, Illinois
1758. Wheaton, City of, Illinois
1759. Wheeling, Township of, Illinois
1760. Wheeling, Village of, Illinois
1761. White, County of, Illinois
1762. Whiteside, County of, Illinois
1763. Will, County of, Illinois
1764. Williamson, County of, Illinois
1765. Wilmette, Village of, Illinois
1766. Winfield, Township of, Illinois
1767. Winnebago, County of, Illinois
1768. Winnetka, Village of, Illinois
1769. Wood Dale, City of, Illinois
1770. Wood River, City of, Illinois
1771. Wood River, Township of, Illinois
1772. Woodford, County of, Illinois
1773. Woodridge, Village of, Illinois
1774. Woodside, Township of, Illinois
1775. Woodstock, City of, Illinois
1776. Worth, Township of, Illinois
1777. Worth, Village of, Illinois
1778. York, Township of, Illinois
1779. Yorkville, City of, Illinois
1780. Zion, City of, Illinois
1781. Zion, Township of, Illinois
1782. Aboite, Township of, Indiana
1783. Adams, County of, Indiana
1784. Adams, Township of, Indiana
1785. Addison, Township of, Indiana
1786. Allen, County of, Indiana
1787. Anderson, City of, Indiana
1788. Anderson, Township of, Indiana
1789. Auburn, City of, Indiana
1790. Avon, Town of, Indiana
1791. Bainbridge, Township of, Indiana
1792. Bartholomew, County of, Indiana
1793. Baugo, Township of, Indiana
1794. Bedford, City of, Indiana
1795. Beech Grove, City of, Indiana

1796. Blackford, County of, Indiana
1797. Bloomington, City of, Indiana
1798. Bloomington, Township of, Indiana
1799. Bluffton, City of, Indiana
1800. Boon, Township of, Indiana
1801. Boone, County of, Indiana
1802. Brown, County of, Indiana
1803. Brown, Township of, Indiana
1804. Brownsburg, Town of, Indiana
1805. Calumet, Township of, Indiana
1806. Carmel, City of, Indiana
1807. Carroll, County of, Indiana
1808. Cass, County of, Indiana
1809. Cedar Creek, Township of, Indiana
1810. Cedar Lake, Town of, Indiana
1811. Center, Township of, Indiana
1812. Centre, Township of, Indiana
1813. Charlestown, Township of, Indiana
1814. Chesterton, Town of, Indiana
1815. Clark, County of, Indiana
1816. Clarksville, Town of, Indiana
1817. Clay, County of, Indiana
1818. Clay, Township of, Indiana
1819. Cleveland, Township of, Indiana
1820. Clinton, County of, Indiana
1821. Columbia, Township of, Indiana
1822. Columbus, City of, Indiana
1823. Columbus, Township of, Indiana
1824. Concord, Township of, Indiana
1825. Connersville, City of, Indiana
1826. Connersville, Township of, Indiana
1827. Coolspring, Township of, Indiana
1828. Crawford, County of, Indiana
1829. Crawfordsville, City of, Indiana
1830. Crown Point, City of, Indiana
1831. Danville, Town of, Indiana
1832. Daviess, County of, Indiana
1833. Dearborn, County of, Indiana
1834. Decatur, County of, Indiana
1835. Decatur, Township of, Indiana
1836. DeKalb, County of, Indiana
1837. Delaware, County of, Indiana
1838. Delaware, Township of, Indiana
1839. Dubois, County of, Indiana
1840. Dyer, Town of, Indiana
1841. East Chicago, City of, Indiana
1842. Eel, Township of, Indiana
1843. Elkhart, City of, Indiana
1844. Elkhart, County of, Indiana
1845. Elkhart, Township of, Indiana
1846. Evansville, City of, Indiana
1847. Fairfield, Township of, Indiana
1848. Fall Creek, Township of, Indiana
1849. Fayette, County of, Indiana
1850. Fishers, City of, Indiana
1851. Floyd, County of, Indiana
1852. Fort Wayne, City of, Indiana
1853. Fountain, County of, Indiana
1854. Frankfort, City of, Indiana
1855. Franklin, City of, Indiana
1856. Franklin, County of, Indiana
1857. Franklin, Township of, Indiana
1858. Fulton, County of, Indiana
1859. Gary, City of, Indiana
1860. Georgetown, Township of, Indiana
1861. Gibson, County of, Indiana
1862. Goshen, City of, Indiana
1863. Grant, County of, Indiana
1864. Greencastle, City of, Indiana
1865. Greencastle, Township of, Indiana
1866. Greene, County of, Indiana
1867. Greenfield, City of, Indiana
1868. Greensburg, City of, Indiana
1869. Greenwood, City of, Indiana
1870. Griffith, Town of, Indiana
1871. Guilford, Township of, Indiana
1872. Hamilton, County of, Indiana
1873. Hammond, City of, Indiana
1874. Hancock, County of, Indiana
1875. Hanover, Township of, Indiana
1876. Harris, Township of, Indiana
1877. Harrison, County of, Indiana
1878. Harrison, Township of, Indiana
1879. Hendricks, County of, Indiana
1880. Henry, County of, Indiana
1881. Henry, Township of, Indiana
1882. Highland, Town of, Indiana
1883. Hobart, City of, Indiana
1884. Hobart, Township of, Indiana
1885. Honey Creek, Township of, Indiana
1886. Howard, County of, Indiana
1887. Huntington, City of, Indiana

1888. Huntington, County of, Indiana
1889. Huntington, Township of, Indiana
1890. Jackson, County of, Indiana
1891. Jackson, Township of, Indiana
1892. Jasper, City of, Indiana
1893. Jasper, County of, Indiana
1894. Jay, County of, Indiana
1895. Jefferson, County of, Indiana
1896. Jefferson, Township of, Indiana
1897. Jeffersonville, City of, Indiana
1898. Jeffersonville, Township of, Indiana
1899. Jennings, County of, Indiana
1900. Johnson, County of, Indiana
1901. Keener, Township of, Indiana
1902. Knight, Township of, Indiana
1903. Knox, County of, Indiana
1904. Kokomo, City of, Indiana
1905. Kosciusko, County of, Indiana
1906. La Porte, City of, Indiana
1907. Lafayette, City of, Indiana
1908. LaGrange, County of, Indiana
1909. Lake, County of, Indiana
1910. Lake Station, City of, Indiana
1911. LaPorte, County of, Indiana
1912. Lawrence, City of, Indiana
1913. Lawrence, County of, Indiana
1914. Lawrence, Township of, Indiana
1915. Lawrenceburg, Township of, Indiana
1916. Lebanon, City of, Indiana
1917. Lincoln, Township of, Indiana
1918. Logansport, City of, Indiana
1919. Lost Creek, Township of, Indiana
1920. Madison, City of, Indiana
1921. Madison, County of, Indiana
1922. Madison, Township of, Indiana
1923. Marion, City of, Indiana
1924. Marion, County of/ Indianapolis, City of, Indiana
1925. Marshall, County of, Indiana
1926. Martin, County of, Indiana
1927. Martinsville, City of, Indiana
1928. Merrillville, Town of, Indiana
1929. Miami, County of, Indiana
1930. Michigan City, City of, Indiana
1931. Michigan, Township of, Indiana
1932. Mill, Township of, Indiana
1933. Mishawaka, City of, Indiana
1934. Monroe, County of, Indiana
1935. Montgomery, County of, Indiana
1936. Morgan, County of, Indiana
1937. Muncie, City of, Indiana
1938. Munster, Town of, Indiana
1939. New Albany, City of, Indiana
1940. New Albany, Township of, Indiana
1941. New Castle, City of, Indiana
1942. New Haven, City of, Indiana
1943. Newton, County of, Indiana
1944. Noble, County of, Indiana
1945. Noble, Township of, Indiana
1946. Noblesville, City of, Indiana
1947. Noblesville, Township of, Indiana
1948. North, Township of, Indiana
1949. Ohio, Township of, Indiana
1950. Orange, County of, Indiana
1951. Osolo, Township of, Indiana
1952. Owen, County of, Indiana
1953. Parke, County of, Indiana
1954. Patoka, Township of, Indiana
1955. Penn, Township of, Indiana
1956. Perry, County of, Indiana
1957. Perry, Township of, Indiana
1958. Peru, City of, Indiana
1959. Peru, Township of, Indiana
1960. Pigeon, Township of, Indiana
1961. Pike, County of, Indiana
1962. Pike, Township of, Indiana
1963. Pipe Creek, Township of, Indiana
1964. Plainfield, Town of, Indiana
1965. Pleasant, Township of, Indiana
1966. Portage, City of, Indiana
1967. Portage, Township of, Indiana
1968. Porter, County of, Indiana
1969. Posey, County of, Indiana
1970. Pulaski, County of, Indiana
1971. Putnam, County of, Indiana
1972. Randolph, County of, Indiana
1973. Richland, Township of, Indiana
1974. Richmond, City of, Indiana
1975. Ripley, County of, Indiana
1976. Ross, Township of, Indiana
1977. Rush, County of, Indiana
1978. Schererville, Town of, Indiana

1979. Scott, County of, Indiana
1980. Seymour, City of, Indiana
1981. Shawswick, Township of, Indiana
1982. Shelby, County of, Indiana
1983. Shelbyville, City of, Indiana
1984. Silver Creek, Township of, Indiana
1985. South Bend, City of, Indiana
1986. Speedway, Town of, Indiana
1987. Spencer, County of, Indiana
1988. St. John, Town of, Indiana
1989. St. John, Township of, Indiana
1990. St. Joseph, County of, Indiana
1991. St. Joseph, Township of, Indiana
1992. Starke, County of, Indiana
1993. Steuben, County of, Indiana
1994. Sugar Creek, Township of, Indiana
1995. Sullivan, County of, Indiana
1996. Switzerland, County of, Indiana
1997. Terre Haute, City of, Indiana
1998. Tippecanoe, County of, Indiana
1999. Tipton, County of, Indiana
2000. Troy, Township of, Indiana
2001. Union, Township of, Indiana
2002. Valparaiso, City of, Indiana
2003. Van Buren, Township of, Indiana
2004. Vanderburgh, County of, Indiana
2005. Vermillion, County of, Indiana
2006. Vernon, Township of, Indiana
2007. Vigo, County of, Indiana
2008. Vincennes, City of, Indiana
2009. Vincennes, Township of, Indiana
2010. Wabash, County of, Indiana
2011. Wabash, Township of, Indiana
2012. Warren, Township of, Indiana
2013. Warrick, County of, Indiana
2014. Warsaw, City of, Indiana
2015. Washington, City of, Indiana
2016. Washington, County of, Indiana
2017. Washington, Township of, Indiana
2018. Wayne, County of, Indiana
2019. Wayne, Township of, Indiana
2020. Wea, Township of, Indiana
2021. Wells, County of, Indiana
2022. West Lafayette, City of, Indiana
2023. Westchester, Township of, Indiana
2024. Westfield, City of, Indiana
2025. White, County of, Indiana
2026. White River, Township of, Indiana
2027. Whitley, County of, Indiana
2028. Winfield, Township of, Indiana
2029. Yorktown, Town of, Indiana
2030. Zionsville, Town of, Indiana
2031. Allen, County of, Kansas
2032. Andover, City of, Kansas
2033. Arkansas City, City of, Kansas
2034. Atchison, City of, Kansas
2035. Atchison, County of, Kansas
2036. Barton, County of, Kansas
2037. Bourbon, County of, Kansas
2038. Bruno, Township of, Kansas
2039. Butler, County of, Kansas
2040. Cherokee, County of, Kansas
2041. Cowley, County of, Kansas
2042. Crawford, County of, Kansas
2043. Derby, City of, Kansas
2044. Dickinson, County of, Kansas
2045. Dodge City, City of, Kansas
2046. Douglas, County of, Kansas
2047. El Dorado, City of, Kansas
2048. Ellis, County of, Kansas
2049. Emporia, City of, Kansas
2050. Fairmount, Township of, Kansas
2051. Finney, County of, Kansas
2052. Ford, County of, Kansas
2053. Franklin, County of, Kansas
2054. Garden City, City of, Kansas
2055. Gardner, City of, Kansas
2056. Geary, County of, Kansas
2057. Great Bend, City of, Kansas
2058. Harvey, County of, Kansas
2059. Hays, City of, Kansas
2060. Haysville, City of, Kansas
2061. Haysville, City of, Kansas
2062. Hutchinson, City of, Kansas
2063. Jackson, County of, Kansas
2064. Jefferson, County of, Kansas
2065. Johnson, County of, Kansas
2066. Junction City, City of, Kansas
2067. Kansas City, City of, Kansas
2068. Kansas City, City of, Kansas
2069. Labette, County of, Kansas
2070. Lansing, City of, Kansas

2071. Lawrence, City of, Kansas
2072. Lawrence, City of, Kansas
2073. Leavenworth, City of, Kansas
2074. Leavenworth, County of, Kansas
2075. Leawood, City of, Kansas
2076. Lenexa, City of, Kansas
2077. Liberal, City of, Kansas
2078. Lyon, County of, Kansas
2079. Madison, Township of, Kansas
2080. Manhattan, City of, Kansas
2081. Marion, County of, Kansas
2082. McPherson, City of, Kansas
2083. McPherson, County of, Kansas
2084. Merriam, City of, Kansas
2085. Miami, County of, Kansas
2086. Montgomery, County of, Kansas
2087. Nemaha, County of, Kansas
2088. Neosho, County of, Kansas
2089. Newton, City of, Kansas
2090. Olathe, City of, Kansas
2091. Osage, County of, Kansas
2092. Ottawa, City of, Kansas
2093. Overland Park, City of, Kansas
2094. Pittsburg, City of, Kansas
2095. Pottawatomie, County of, Kansas
2096. Prairie, Village of, City of, Kansas
2097. Reno, County of, Kansas
2098. Riley, County of, Kansas
2099. Riverside, Township of, Kansas
2100. Rockford, Township of, Kansas
2101. Salina, City of, Kansas
2102. Saline, County of, Kansas
2103. Sedgwick, County of, Kansas
2104. Seward, County of, Kansas
2105. Shawnee, City of, Kansas
2106. Shawnee, County of, Kansas
2107. Soldier, Township of, Kansas
2108. Sumner, County of, Kansas
2109. Topeka, City of, Kansas
2110. Wichita, City of, Kansas
2111. Winfield, City of, Kansas
2112. Wyandotte, County of, Kansas
2113. Adair, County of, Kentucky
2114. Allen, County of, Kentucky
2115. Anderson, County of, Kentucky
2116. Ashland, City of, Kentucky
2117. Bardstown, City of, Kentucky
2118. Barren, County of, Kentucky
2119. Bath, County of, Kentucky
2120. Bell, County of, Kentucky
2121. Berea, City of, Kentucky
2122. Boone, County of, Kentucky
2123. Bourbon, County of, Kentucky
2124. Bowling Green, City of, Kentucky
2125. Boyd, County of, Kentucky
2126. Boyle, County of, Kentucky
2127. Breathitt, County of, Kentucky
2128. Breckinridge, County of, Kentucky
2129. Bullitt, County of, Kentucky
2130. Butler, County of, Kentucky
2131. Caldwell, County of, Kentucky
2132. Calloway, County of, Kentucky
2133. Campbell, County of, Kentucky
2134. Campbellsville, City of, Kentucky
2135. Carroll, County of, Kentucky
2136. Carter, County of, Kentucky
2137. Casey, County of, Kentucky
2138. Christian, County of, Kentucky
2139. Clark, County of, Kentucky
2140. Clay, County of, Kentucky
2141. Clinton, County of, Kentucky
2142. Covington, City of, Kentucky
2143. Danville, City of, Kentucky
2144. Daviess, County of, Kentucky
2145. Edmonson, County of, Kentucky
2146. Elizabethtown, City of, Kentucky
2147. Erlanger, City of, Kentucky
2148. Estill, County of, Kentucky
2149. Fleming, County of, Kentucky
2150. Florence, City of, Kentucky
2151. Floyd, County of, Kentucky
2152. Fort Thomas, City of, Kentucky
2153. Frankfort, City of, Kentucky
2154. Franklin, County of, Kentucky
2155. Garrard, County of, Kentucky
2156. Georgetown, City of, Kentucky
2157. Glasgow, City of, Kentucky
2158. Grant, County of, Kentucky
2159. Graves, County of, Kentucky
2160. Grayson, County of, Kentucky
2161. Green, County of, Kentucky
2162. Greenup, County of, Kentucky

2163. Hardin, County of, Kentucky
2164. Harlan, County of, Kentucky
2165. Harrison, County of, Kentucky
2166. Hart, County of, Kentucky
2167. Henderson, City of, Kentucky
2168. Henderson, County of, Kentucky
2169. Henry, County of, Kentucky
2170. Hopkins, County of, Kentucky
2171. Hopkinsville, City of, Kentucky
2172. Independence, City of, Kentucky
2173. Jackson, County of, Kentucky
2174. Jeffersontown, City of, Kentucky
2175. Jessamine, County of, Kentucky
2176. Johnson, County of, Kentucky
2177. Kenton, County of, Kentucky
2178. Knott, County of, Kentucky
2179. Knox, County of, Kentucky
2180. Larue, County of, Kentucky
2181. Laurel, County of, Kentucky
2182. Lawrence, County of, Kentucky
2183. Lawrenceburg, City of, Kentucky
2184. Letcher, County of, Kentucky
2185. Lewis, County of, Kentucky
2186. Lexington-Fayette, Urban County of, Kentucky
2187. Lincoln, County of, Kentucky
2188. Logan, County of, Kentucky
2189. Louisville/Jefferson, County Metro of, Kentucky
2190. Lyndon, City of, Kentucky
2191. Madison, County of, Kentucky
2192. Madisonville, City of, Kentucky
2193. Magoffin, County of, Kentucky
2194. Marion, County of, Kentucky
2195. Marshall, County of, Kentucky
2196. Martin, County of, Kentucky
2197. Mason, County of, Kentucky
2198. McCracken, County of, Kentucky
2199. McCreary, County of, Kentucky
2200. Meade, County of, Kentucky
2201. Mercer, County of, Kentucky
2202. Metcalfe, County of, Kentucky
2203. Monroe, County of, Kentucky
2204. Montgomery, County of, Kentucky
2205. Morgan, County of, Kentucky
2206. Mount Washington, City of, Kentucky
2207. Muhlenberg, County of, Kentucky
2208. Murray, City of, Kentucky
2209. Nelson, County of, Kentucky
2210. Newport, City of, Kentucky
2211. Nicholasville, City of, Kentucky
2212. Ohio, County of, Kentucky
2213. Oldham, County of, Kentucky
2214. Owen, County of, Kentucky
2215. Owensboro, City of, Kentucky
2216. Paducah, City of, Kentucky
2217. Pendleton, County of, Kentucky
2218. Perry, County of, Kentucky
2219. Pike, County of, Kentucky
2220. Powell, County of, Kentucky
2221. Pulaski, County of, Kentucky
2222. Radcliff, City of, Kentucky
2223. Richmond, City of, Kentucky
2224. Rockcastle, County of, Kentucky
2225. Rowan, County of, Kentucky
2226. Russell, County of, Kentucky
2227. Scott, County of, Kentucky
2228. Shelby, County of, Kentucky
2229. Shelbyville, City of, Kentucky
2230. Shepherdsville, City of, Kentucky
2231. Shively, City of, Kentucky
2232. Simpson, County of, Kentucky
2233. Somerset, City of, Kentucky
2234. Spencer, County of, Kentucky
2235. St. Matthews, City of, Kentucky
2236. Taylor, County of, Kentucky
2237. Todd, County of, Kentucky
2238. Trigg, County of, Kentucky
2239. Union, County of, Kentucky
2240. Warren, County of, Kentucky
2241. Washington, County of, Kentucky
2242. Wayne, County of, Kentucky
2243. Webster, County of, Kentucky
2244. Whitley, County of, Kentucky
2245. Winchester, City of, Kentucky
2246. Woodford, County of, Kentucky
2247. Morgan, County of, Kentucky

Louisiana

2248. Abbeville, City of, Louisiana
2249. Acadia, Parish of, Louisiana

2250. Alexandria, City of, Louisiana
2251. Allen, Parish of, Louisiana
2252. Ascension, Parish of, Louisiana
2253. Assumption, Parish of, Louisiana
2254. Avoyelles, Parish of, Louisiana
2255. Baker, City of, Louisiana
2256. Bastrop, City of, Louisiana
2257. Baton Rouge, City of, Louisiana
2258. Beauregard, Parish of, Louisiana
2259. Bienville, Parish of, Louisiana
2260. Bogalusa, City of, Louisiana
2261. Bossier City, City of, Louisiana
2262. Bossier, Parish of, Louisiana
2263. Broussard, City of, Louisiana
2264. Caddo, Parish of, Louisiana
2265. Calcasieu, Parish of, Louisiana
2266. Central, City of, Louisiana
2267. Claiborne, Parish of, Louisiana
2268. Concordia, Parish of, Louisiana
2269. Covington, City of, Louisiana
2270. Crowley, City of, Louisiana
2271. De Soto, Parish of, Louisiana
2272. DeRidder, City of, Louisiana
2273. East Baton Rouge, Parish of, Louisiana
2274. East Feliciana, Parish of, Louisiana
2275. Evangeline, Parish of, Louisiana
2276. Franklin, Parish of, Louisiana
2277. Gonzales, City of, Louisiana
2278. Grant, Parish of, Louisiana
2279. Gretna, City of, Louisiana
2280. Hammond, City of, Louisiana
2281. Iberia, Parish of, Louisiana
2282. Iberville, Parish of, Louisiana
2283. Jackson, Parish of, Louisiana
2284. Jefferson Davis, Parish of, Louisiana
2285. Jefferson, Parish of, Louisiana
2286. Kenner, City of, Louisiana
2287. Lafayette, City of, Louisiana
2288. Lafayette, Parish of, Louisiana
2289. Lafourche, Parish of, Louisiana
2290. Lake Charles, City of, Louisiana
2291. LaSalle, Parish of, Louisiana
2292. Lincoln, Parish of, Louisiana
2293. Livingston, Parish of, Louisiana
2294. Madison, Parish of, Louisiana
2295. Mandeville, City of, Louisiana
2296. Minden, City of, Louisiana
2297. Monroe, City of, Louisiana
2298. Morehouse, Parish of, Louisiana
2299. Morgan City, City of, Louisiana
2300. Natchitoches, City of, Louisiana
2301. Natchitoches, Parish of, Louisiana
2302. New Iberia, City of, Louisiana
2303. New Orleans, City of, Louisiana
2304. Orleans, Parish of, Louisiana
2305. Opelousas, City of, Louisiana
2306. Ouachita, Parish of, Louisiana
2307. Pineville, City of, Louisiana
2308. Plaquemines, Parish of, Louisiana
2309. Pointe Coupee, Parish of, Louisiana
2310. Rapides, Parish of, Louisiana
2311. Richland, Parish of, Louisiana
2312. Ruston, City of, Louisiana
2313. Sabine, Parish of, Louisiana
2314. Shreveport, City of, Louisiana
2315. Slidell, City of, Louisiana
2316. St. Bernard, Parish of, Louisiana
2317. St. Charles, Parish of, Louisiana
2318. St. Helena, Parish of, Louisiana
2319. St. James, Parish of, Louisiana
2320. St. John the Baptist, Parish of, Louisiana
2321. St. Landry, Parish of, Louisiana
2322. St. Martin, Parish of, Louisiana
2323. St. Mary, Parish of, Louisiana
2324. St. Tammany, Parish of, Louisiana
2325. Sulphur, City of, Louisiana
2326. Tangipahoa, Parish of, Louisiana
2327. Terrebonne, Parish of/ Houma, City of, Louisiana
2328. Thibodaux, City of, Louisiana
2329. Union, Parish of, Louisiana
2330. Vermilion, Parish of, Louisiana
2331. Vernon, Parish of, Louisiana
2332. Washington, Parish of, Louisiana
2333. Webster, Parish of, Louisiana
2334. West Baton Rouge, Parish of, Louisiana
2335. West Carroll, Parish of, Louisiana
2336. West Feliciana, Parish of, Louisiana
2337. West Monroe, City of, Louisiana

2338. Winn, Parish of, Louisiana
2339. Youngsville, City of, Louisiana
2340. Zachary, City of, Louisiana
2341. Aberdeen, City of, Maryland
2342. Allegany, County of, Maryland
2343. Annapolis, City of, Maryland
2344. Anne Arundel, County of, Maryland
2345. Baltimore, City of, Maryland
2346. Baltimore, County of, Maryland
2347. Bel Air, Town of, Maryland
2348. Bowie, City of, Maryland
2349. Calvert, County of, Maryland
2350. Cambridge, City of, Maryland
2351. Caroline, County of, Maryland
2352. Carroll, County of, Maryland
2353. Cecil, County of, Maryland
2354. Charles, County of, Maryland
2355. College Park, City of, Maryland
2356. Cumberland, City of, Maryland
2357. Dorchester, County of, Maryland
2358. Easton, Town of, Maryland
2359. Elkton, Town of, Maryland
2360. Frederick, City of, Maryland
2361. Frederick, County of, Maryland
2362. Gaithersburg, City of, Maryland
2363. Garrett, County of, Maryland
2364. Greenbelt, City of, Maryland
2365. Hagerstown, City of, Maryland
2366. Harford, County of, Maryland
2367. Havre de Grace, City of, Maryland
2368. Howard, County of, Maryland
2369. Hyattsville, City of, Maryland
2370. Kent, County of, Maryland
2371. Laurel, City of, Maryland
2372. Montgomery, County of, Maryland
2373. New Carrollton, City of, Maryland
2374. Prince George's, County of, Maryland
2375. Queen Anne's, County of, Maryland
2376. Rockville, City of, Maryland
2377. Salisbury, City of, Maryland
2378. Somerset, County of, Maryland
2379. St. Mary's, County of, Maryland
2380. Takoma Park, City of, Maryland
2381. Talbot, County of, Maryland
2382. Washington, County of, Maryland
2383. Westminster, City of, Maryland
2384. Wicomico, County of, Maryland
2385. Worcester, County of, Maryland
2386. Ada, Township of, Michigan
2387. Adrian, City of, Michigan
2388. Alcona, County of, Michigan
2389. Algoma, Township of, Michigan
2390. Allegan, County of, Michigan
2391. Allen Park, City of, Michigan
2392. Allendale, Charter Township of, Michigan
2393. Alpena, County of, Michigan
2394. Alpine, Township of, Michigan
2395. Ann Arbor, City of, Michigan
2396. Antrim, County of, Michigan
2397. Antwerp, Township of, Michigan
2398. Arenac, County of, Michigan
2399. Auburn Hills, City of, Michigan
2400. Bangor, Charter Township of, Michigan
2401. Barry, County of, Michigan
2402. Bath, Charter Township of, Michigan
2403. Battle Creek, City of, Michigan
2404. Bay City, City of, Michigan
2405. Bay, County of, Michigan
2406. Bedford, Township of, Michigan
2407. Benton, Charter Township of, Michigan
2408. Benzie, County of, Michigan
2409. Berkley, City of, Michigan
2410. Berrien, County of, Michigan
2411. Beverly Hills, Village of, Michigan
2412. Big Rapids, City of, Michigan
2413. Birmingham, City of, Michigan
2414. Blackman, Charter Township of, Michigan
2415. Bloomfield, Charter Township of, Michigan
2416. Branch, County of, Michigan
2417. Brandon, Charter Township of, Michigan
2418. Brighton, Township of, Michigan
2419. Brownstown, Charter Township of, Michigan
2420. Burton, City of, Michigan

2421. Byron, Township of, Michigan
2422. Cadillac, City of, Michigan
2423. Caledonia, Township of, Michigan
2424. Calhoun, County of, Michigan
2425. Cannon, Township of, Michigan
2426. Canton, Charter Township of, Michigan
2427. Cascade, Charter Township of, Michigan
2428. Cass, County of, Michigan
2429. Charlevoix, County of, Michigan
2430. Cheboygan, County of, Michigan
2431. Chesterfield, Township of, Michigan
2432. Chippewa, County of, Michigan
2433. Clare, County of, Michigan
2434. Clawson, City of, Michigan
2435. Clinton, Charter Township of, Michigan
2436. Clinton, County of, Michigan
2437. Coldwater, City of, Michigan
2438. Commerce, Charter Township of, Michigan
2439. Comstock, Charter Township of, Michigan
2440. Cooper, Charter Township of, Michigan
2441. Crawford, County of, Michigan
2442. Davison, Township of, Michigan
2443. Dearborn, City of, Michigan
2444. Dearborn Heights, City of, Michigan
2445. Delhi, Charter Township of, Michigan
2446. Delta, Charter Township of, Michigan
2447. Delta, County of, Michigan
2448. Detroit, City of, Michigan
2449. DeWitt, Charter Township of, Michigan
2450. Dickinson, County of, Michigan
2451. East Bay, Township of, Michigan
2452. East Grand Rapids, City of, Michigan
2453. East Lansing, City of, Michigan
2454. Eastpointe, City of, Michigan
2455. Eaton, County of, Michigan
2456. Egelston, Township of, Michigan
2457. Emmet, County of, Michigan
2458. Emmett, Charter Township of, Michigan
2459. Escanaba, City of, Michigan
2460. Farmington, City of, Michigan
2461. Farmington Hills, City of, Michigan
2462. Fenton, Charter Township of, Michigan
2463. Fenton, City of, Michigan
2464. Ferndale, City of, Michigan
2465. Flat Rock, City of, Michigan
2466. Flint, Charter Township of, Michigan
2467. Flint, City of, Michigan
2468. Flushing, Charter Township of, Michigan
2469. Fort Gratiot, Charter Township of, Michigan
2470. Fraser, City of, Michigan
2471. Frenchtown, Township of, Michigan
2472. Fruitport, Charter Township of, Michigan
2473. Gaines, Charter Township of, Michigan
2474. Garden City, City of, Michigan
2475. Garfield, Charter Township of, Michigan
2476. Genesee, Charter Township of, Michigan
2477. Genesee, County of, Michigan
2478. Genoa, Township of, Michigan
2479. Georgetown, Charter Township of, Michigan
2480. Gladwin, County of, Michigan
2481. Gogebic, County of, Michigan
2482. Grand Blanc, Charter Township of, Michigan
2483. Grand Haven, Charter Township of, Michigan
2484. Grand Haven, City of, Michigan
2485. Grand Rapids, Charter Township of, Michigan
2486. Grand Rapids, City of, Michigan
2487. Grand Traverse, County of, Michigan
2488. Grandville, City of, Michigan

2489. Gratiot, County of, Michigan
2490. Green Oak, Township of, Michigan
2491. Grosse Ile, Township of, Michigan
2492. Grosse Pointe Park, City of, Michigan
2493. Grosse Pointe Woods, City of, Michigan
2494. Hamburg, Township of, Michigan
2495. Hamtramck, City of, Michigan
2496. Harper Woods, City of, Michigan
2497. Harrison, Charter Township of, Michigan
2498. Hartland, Township of, Michigan
2499. Hazel Park, City of, Michigan
2500. Highland, Charter Township of, Michigan
2501. Highland Park, City of, Michigan
2502. Hillsdale, County of, Michigan
2503. Holland, Charter Township of, Michigan
2504. Holland, City of, Michigan
2505. Holly, Township of, Michigan
2506. Houghton, County of, Michigan
2507. Huron, Charter Township of, Michigan
2508. Huron, County of, Michigan
2509. Independence, Charter Township of, Michigan
2510. Ingham, County of, Michigan
2511. Inkster, City of, Michigan
2512. Ionia, City of, Michigan
2513. Ionia, County of, Michigan
2514. Iosco, County of, Michigan
2515. Iron, County of, Michigan
2516. Isabella, County of, Michigan
2517. Jackson, City of, Michigan
2518. Jackson, County of, Michigan
2519. Kalamazoo, Charter Township of, Michigan
2520. Kalamazoo, City of, Michigan
2521. Kalamazoo, County of, Michigan
2522. Kalkaska, County of, Michigan
2523. Kent, County of, Michigan
2524. Kentwood, City of, Michigan
2525. Lake, County of, Michigan
2526. Lansing, City of, Michigan
2527. Lapeer, County of, Michigan
2528. Leelanau, County of, Michigan
2529. Lenawee, County of, Michigan
2530. Lenox, Township of, Michigan
2531. Leoni, Township of, Michigan
2532. Lincoln, Charter Township of, Michigan
2533. Lincoln Park, City of, Michigan
2534. Livingston, County of, Michigan
2535. Livonia, City of, Michigan
2536. Lyon, Charter Township of, Michigan
2537. Mackinac, County of, Michigan
2538. Macomb, County of, Michigan
2539. Macomb, Township of, Michigan
2540. Madison Heights, City of, Michigan
2541. Manistee, County of, Michigan
2542. Marion, Township of, Michigan
2543. Marquette, City of, Michigan
2544. Marquette, County of, Michigan
2545. Mason, County of, Michigan
2546. Mecosta, County of, Michigan
2547. Melvindale, City of, Michigan
2548. Menominee, County of, Michigan
2549. Meridian, Charter Township of, Michigan
2550. Midland, City of, Michigan
2551. Midland, County of, Michigan
2552. Milford, Charter Township of, Michigan
2553. Missaukee, County of, Michigan
2554. Monitor, Charter Township of, Michigan
2555. Monroe, Charter Township of, Michigan
2556. Monroe, City of, Michigan
2557. Monroe, County of, Michigan
2558. Montcalm, County of, Michigan
2559. Mount Clemens, City of, Michigan
2560. Mount Morris, Township of, Michigan
2561. Mount Pleasant, City of, Michigan
2562. Mundy, Township of, Michigan
2563. Muskegon, Charter Township of, Michigan
2564. Muskegon, City of, Michigan

2565. Muskegon, County of, Michigan
2566. Muskegon Heights, City of, Michigan
2567. New Baltimore, City of, Michigan
2568. Newaygo, County of, Michigan
2569. Niles, City of, Michigan
2570. Niles, Township of, Michigan
2571. Northville, Township of, Michigan
2572. Norton Shores, City of, Michigan
2573. Novi, City of, Michigan
2574. Oak Park, City of, Michigan
2575. Oakland, Charter Township of, Michigan
2576. Oakland, County of, Michigan
2577. Oceana, County of, Michigan
2578. Oceola, Township of, Michigan
2579. Ogemaw, County of, Michigan
2580. Orion, Charter Township of, Michigan
2581. Osceola, County of, Michigan
2582. Oshtemo, Charter Township of, Michigan
2583. Otsego, County of, Michigan
2584. Ottawa, County of, Michigan
2585. Owosso, City of, Michigan
2586. Oxford, Charter Township of, Michigan
2587. Park, Township of, Michigan
2588. Pittsfield, Charter Township of, Michigan
2589. Plainfield, Charter Township of, Michigan
2590. Plymouth, Charter Township of, Michigan
2591. Pontiac, City of, Michigan
2592. Port Huron, Charter Township of, Michigan
2593. Port Huron, City of, Michigan
2594. Portage, City of, Michigan
2595. Presque Isle, County of, Michigan
2596. Redford, Charter Township of, Michigan
2597. Riverview, City of, Michigan
2598. Rochester, City of, Michigan
2599. Rochester Hills, City of, Michigan
2600. Romulus, City of, Michigan
2601. Roscommon, County of, Michigan
2602. Roseville, City of, Michigan
2603. Royal Oak, City of, Michigan
2604. Saginaw, Charter Township of, Michigan
2605. Saginaw, City of, Michigan
2606. Saginaw, County of, Michigan
2607. Sanilac, County of, Michigan
2608. Sault Ste. Marie, City of, Michigan
2609. Scio, Township of, Michigan
2610. Shelby, Charter Township of, Michigan
2611. Shiawassee, County of, Michigan
2612. South Lyon, City of, Michigan
2613. Southfield, City of, Michigan
2614. Southfield, Township of, Michigan
2615. Southgate, City of, Michigan
2616. Spring Lake, Township of, Michigan
2617. Springfield, Charter Township of, Michigan
2618. St. Clair, County of, Michigan
2619. St. Clair Shores, City of, Michigan
2620. St. Joseph, County of, Michigan
2621. Sterling Heights, City of, Michigan
2622. Sturgis, City of, Michigan
2623. Summit, Township of, Michigan
2624. Superior, Charter Township of, Michigan
2625. Taylor, City of, Michigan
2626. Texas, Charter Township of, Michigan
2627. Thomas, Township of, Michigan
2628. Traverse City, City of, Michigan
2629. Trenton, City of, Michigan
2630. Troy, City of, Michigan
2631. Tuscola, County of, Michigan
2632. Tyrone, Township of, Michigan
2633. Union, Charter Township of, Michigan
2634. Van Buren, Charter Township of, Michigan
2635. Van Buren, County of, Michigan
2636. Vienna, Charter Township of, Michigan
2637. Walker, City of, Michigan
2638. Warren, City of, Michigan

2639. Washington, Township of, Michigan
2640. Washtenaw, County of, Michigan
2641. Waterford, Charter Township of, Michigan
2642. Wayne, City of, Michigan
2643. Wayne, County of, Michigan
2644. West Bloomfield, Charter Township of, Michigan
2645. Westland, City of, Michigan
2646. Wexford, County of, Michigan
2647. White Lake, Charter Township of, Michigan
2648. Wixom, City of, Michigan
2649. Woodhaven, City of, Michigan
2650. Wyandotte, City of, Michigan
2651. Wyoming, City of, Michigan
2652. Ypsilanti, Charter Township of, Michigan
2653. Ypsilanti, City of, Michigan
2654. Zeeland, Charter Township of, Michigan
2655. Adams, County of, Mississippi
2656. Alcorn, County of, Mississippi
2657. Amite, County of, Mississippi
2658. Attala, County of, Mississippi
2659. Bay St. Louis, City of, Mississippi
2660. Biloxi, City of, Mississippi
2661. Bolivar, County of, Mississippi
2662. Brandon, City of, Mississippi
2663. Brookhaven, City of, Mississippi
2664. Byram, City of, Mississippi
2665. Calhoun, County of, Mississippi
2666. Canton, City of, Mississippi
2667. Chickasaw, County of, Mississippi
2668. Clarke, County of, Mississippi
2669. Clarksdale, City of, Mississippi
2670. Clay, County of, Mississippi
2671. Cleveland, City of, Mississippi
2672. Clinton, City of, Mississippi
2673. Coahoma, County of, Mississippi
2674. Columbus, City of, Mississippi
2675. Copiah, County of, Mississippi
2676. Corinth, City of, Mississippi
2677. Covington, County of, Mississippi
2678. DeSoto, County of, Mississippi
2679. D'Iberville, City of, Mississippi
2680. Forrest, County of, Mississippi
2681. Gautier, City of, Mississippi
2682. George, County of, Mississippi
2683. Greene, County of, Mississippi
2684. Greenville, City of, Mississippi
2685. Greenwood, City of, Mississippi
2686. Grenada, City of, Mississippi
2687. Grenada, County of, Mississippi
2688. Gulfport, City of, Mississippi
2689. Hancock, County of, Mississippi
2690. Harrison, County of, Mississippi
2691. Hattiesburg, City of, Mississippi
2692. Hernando, City of, Mississippi
2693. Hinds, County of, Mississippi
2694. Holmes, County of, Mississippi
2695. Horn Lake, City of, Mississippi
2696. Itawamba, County of, Mississippi
2697. Jackson, City of, Mississippi
2698. Jackson, County of, Mississippi
2699. Jasper, County of, Mississippi
2700. Jefferson Davis, County of, Mississippi
2701. Jones, County of, Mississippi
2702. Lafayette, County of, Mississippi
2703. Lamar, County of, Mississippi
2704. Lauderdale, County of, Mississippi
2705. Laurel, City of, Mississippi
2706. Lawrence, County of, Mississippi
2707. Leake, County of, Mississippi
2708. Lee, County of, Mississippi
2709. Leflore, County of, Mississippi
2710. Lincoln, County of, Mississippi
2711. Long Beach, City of, Mississippi
2712. Lowndes, County of, Mississippi
2713. Madison, City of, Mississippi
2714. Madison, County of, Mississippi
2715. Marion, County of, Mississippi
2716. Marshall, County of, Mississippi
2717. McComb, City of, Mississippi
2718. Meridian, City of, Mississippi
2719. Monroe, County of, Mississippi
2720. Moss Point, City of, Mississippi
2721. Natchez, City of, Mississippi
2722. Neshoba, County of, Mississippi
2723. Newton, County of, Mississippi
2724. Noxubee, County of, Mississippi

2725. Ocean Springs, City of, Mississippi
2726. Oktibbeha, County of, Mississippi
2727. Olive Branch, City of, Mississippi
2728. Oxford, City of, Mississippi
2729. Panola, County of, Mississippi
2730. Pascagoula, City of, Mississippi
2731. Pearl, City of, Mississippi
2732. Pearl River, County of, Mississippi
2733. Perry, County of, Mississippi
2734. Petal, City of, Mississippi
2735. Picayune, City of, Mississippi
2736. Pike, County of, Mississippi
2737. Pontotoc, County of, Mississippi
2738. Prentiss, County of, Mississippi
2739. Rankin, County of, Mississippi
2740. Ridgeland, City of, Mississippi
2741. Scott, County of, Mississippi
2742. Simpson, County of, Mississippi
2743. Smith, County of, Mississippi
2744. Southaven, City of, Mississippi
2745. Starkville, City of, Mississippi
2746. Stone, County of, Mississippi
2747. Sunflower, County of, Mississippi
2748. Tallahatchie, County of, Mississippi
2749. Tate, County of, Mississippi
2750. Tippah, County of, Mississippi
2751. Tishomingo, County of, Mississippi
2752. Tupelo, City of, Mississippi
2753. Union, County of, Mississippi
2754. Vicksburg, City of, Mississippi
2755. Walthall, County of, Mississippi
2756. Warren, County of, Mississippi
2757. Washington, County of, Mississippi
2758. Wayne, County of, Mississippi
2759. West Point, City of, Mississippi
2760. Winston, County of, Mississippi
2761. Yalobusha, County of, Mississippi
2762. Yazoo City, City of, Mississippi
2763. Yazoo, County of, Mississippi
2764. Adair, County of, Missouri
2765. Andrew, County of, Missouri
2766. Arnold, City of, Missouri
2767. Audrain, County of, Missouri
2768. Ballwin, City of, Missouri
2769. Barry, County of, Missouri
2770. Barton, County of, Missouri
2771. Bates, County of, Missouri
2772. Bellefontaine Neighbors, City of, Missouri
2773. Belton, City of, Missouri
2774. Benton, County of, Missouri
2775. Blue Springs, City of, Missouri
2776. Bolivar, City of, Missouri
2777. Bollinger, County of, Missouri
2778. Boone, County of, Missouri
2779. Branson, City of, Missouri
2780. Bridgeton, City of, Missouri
2781. Buchanan, County of, Missouri
2782. Butler, County of, Missouri
2783. Callaway, County of, Missouri
2784. Camden, County of, Missouri
2785. Cape Girardeau, City of, Missouri
2786. Cape Girardeau, County of, Missouri
2787. Carthage, City of, Missouri
2788. Cass, County of, Missouri
2789. Cedar, County of, Missouri
2790. Chesterfield, City of, Missouri
2791. Christian, County of, Missouri
2792. Clay, County of, Missouri
2793. Clayton, City of, Missouri
2794. Clinton, County of, Missouri
2795. Cole, County of, Missouri
2796. Columbia, City of, Missouri
2797. Cooper, County of, Missouri
2798. Crawford, County of, Missouri
2799. Crestwood, City of, Missouri
2800. Creve Coeur, City of, Missouri
2801. Dallas, County of, Missouri
2802. Dardenne Prairie, City of, Missouri
2803. DeKalb, County of, Missouri
2804. Dent, County of, Missouri
2805. Douglas, County of, Missouri
2806. Dunklin, County of, Missouri
2807. Eureka, City of, Missouri
2808. Excelsior Springs, City of, Missouri
2809. Farmington, City of, Missouri
2810. Ferguson, City of, Missouri
2811. Festus, City of, Missouri
2812. Florissant, City of, Missouri
2813. Franklin, County of, Missouri
2814. Fulton, City of, Missouri
2815. Gasconade, County of, Missouri

2816. Gladstone, City of, Missouri
2817. Grain Valley, City of, Missouri
2818. Grandview, City of, Missouri
2819. Greene, County of, Missouri
2820. Hannibal, City of, Missouri
2821. Harrisonville, City of, Missouri
2822. Hazelwood, City of, Missouri
2823. Henry, County of, Missouri
2824. Howard, County of, Missouri
2825. Howell, County of, Missouri
2826. Independence, City of, Missouri
2827. Independence, Township of, Missouri
2828. Iron, County of, Missouri
2829. Jackson, City of, Missouri
2830. Jackson, County of, Missouri
2831. Jasper, County of, Missouri
2832. Jefferson City, City of, Missouri
2833. Jefferson, County of, Missouri
2834. Jennings, City of, Missouri
2835. Johnson, County of, Missouri
2836. Joplin, City of, Missouri
2837. Kansas City, City of, Missouri
2838. Kearney, City of, Missouri
2839. Kennett, City of, Missouri
2840. Kirksville, City of, Missouri
2841. Kirkwood, City of, Missouri
2842. Laclede, County of, Missouri
2843. Lafayette, County of, Missouri
2844. Lake St. Louis, City of, Missouri
2845. Lawrence, County of, Missouri
2846. Lebanon, City of, Missouri
2847. Lee's Summit, City of, Missouri
2848. Liberty, City of, Missouri
2849. Liberty, Township of, Missouri
2850. Lincoln, County of, Missouri
2851. Linn, County of, Missouri
2852. Livingston, County of, Missouri
2853. Macon, County of, Missouri
2854. Madison, County of, Missouri
2855. Manchester, City of, Missouri
2856. Marion, County of, Missouri
2857. Marshall, City of, Missouri
2858. Maryland Heights, City of, Missouri
2859. Maryville, City of, Missouri
2860. McDonald, County of, Missouri
2861. Mexico, City of, Missouri
2862. Miller, County of, Missouri
2863. Mississippi, County of, Missouri
2864. Moberly, City of, Missouri
2865. Moniteau, County of, Missouri
2866. Montgomery, County of, Missouri
2867. Morgan, County of, Missouri
2868. Neosho, City of, Missouri
2869. New Madrid, County of, Missouri
2870. Newton, County of, Missouri
2871. Nixa, City of, Missouri
2872. Nodaway, County of, Missouri
2873. O'Fallon, City of, Missouri
2874. Oregon, County of, Missouri
2875. Osage, County of, Missouri
2876. Overland, City of, Missouri
2877. Ozark, City of, Missouri
2878. Pemiscot, County of, Missouri
2879. Perry, County of, Missouri
2880. Pettis, County of, Missouri
2881. Phelps, County of, Missouri
2882. Pike, County of, Missouri
2883. Platte, County of, Missouri
2884. Polk, County of, Missouri
2885. Polk, Township of, Missouri
2886. Poplar Bluff, City of, Missouri
2887. Pulaski, County of, Missouri
2888. Ralls, County of, Missouri
2889. Randolph, County of, Missouri
2890. Ray, County of, Missouri
2891. Raymore, City of, Missouri
2892. Raytown, City of, Missouri
2893. Republic, City of, Missouri
2894. Ripley, County of, Missouri
2895. Rolla, City of, Missouri
2896. Saline, County of, Missouri
2897. Scott, County of, Missouri
2898. Sedalia, City of, Missouri
2899. Sikeston, City of, Missouri
2900. Smithville, City of, Missouri
2901. Springfield, City of, Missouri
2902. St. Ann, City of, Missouri
2903. St. Charles, City of, Missouri
2904. St. Charles, County of, Missouri
2905. St. Francois, County of, Missouri
2906. St. Joseph, City of, Missouri

2907. St. Louis, City of, Missouri
2908. St. Louis, County of, Missouri
2909. St. Peters, City of, Missouri
2910. Ste. Genevieve, County of, Missouri
2911. Stoddard, County of, Missouri
2912. Stone, County of, Missouri
2913. Taney, County of, Missouri
2914. Texas, County of, Missouri
2915. Town and Country, City of, Missouri
2916. Troy, City of, Missouri
2917. Union, City of, Missouri
2918. University City, City of, Missouri
2919. Vernon, County of, Missouri
2920. Warren, County of, Missouri
2921. Warrensburg, City of, Missouri
2922. Washington, City of, Missouri
2923. Washington, County of, Missouri
2924. Wayne, County of, Missouri
2925. Webb City, City of, Missouri
2926. Webster, County of, Missouri
2927. Webster Groves, City of, Missouri
2928. Wentzville, City of, Missouri
2929. West Plains, City of, Missouri
2930. Wildwood, City of, Missouri
2931. Wright, County of, Missouri
2932. Big Horn, County of, Montana
2933. Billings, City of, Montana
2934. Bozeman, City of, Montana
2935. Butte-Silver Bow, Montana
2936. Carbon, County of, Montana
2937. Cascade, County of, Montana
2938. Custer, County of, Montana
2939. Fergus, County of, Montana
2940. Flathead, County of, Montana
2941. Gallatin, County of, Montana
2942. Glacier, County of, Montana
2943. Great Falls, City of, Montana
2944. Helena, City of, Montana
2945. Hill, County of, Montana
2946. Jefferson, County of, Montana
2947. Kalispell, City of, Montana
2948. Lake, County of, Montana
2949. Lewis and Clark, County of, Montana
2950. Lincoln, County of, Montana
2951. Missoula, City of, Montana
2952. Missoula, County of, Montana
2953. Park, County of, Montana
2954. Ravalli, County of, Montana
2955. Richland, County of, Montana
2956. Roosevelt, County of, Montana
2957. Sanders, County of, Montana
2958. Yellowstone, County of, Montana
2959. Adams, County of, Nebraska
2960. Beatrice, City of, Nebraska
2961. Bellevue, City of, Nebraska
2962. Box Butte, County of, Nebraska
2963. Buffalo, County of, Nebraska
2964. Cass, County of, Nebraska
2965. Colfax, County of, Nebraska
2966. Columbus, City of, Nebraska
2967. Custer, County of, Nebraska
2968. Dakota, County of, Nebraska
2969. Dawson, County of, Nebraska
2970. Dodge, County of, Nebraska
2971. Douglas, County of, Nebraska
2972. Fremont, City of, Nebraska
2973. Gage, County of, Nebraska
2974. Grand Island, City of, Nebraska
2975. Hall, County of, Nebraska
2976. Hastings, City of, Nebraska
2977. Holt, County of, Nebraska
2978. Kearney, City of, Nebraska
2979. La Vista, City of, Nebraska
2980. Lancaster, County of, Nebraska
2981. Lexington, City of, Nebraska
2982. Lincoln, City of, Nebraska
2983. Lincoln, County of, Nebraska
2984. Madison, County of, Nebraska
2985. Norfolk, City of, Nebraska
2986. North Platte, City of, Nebraska
2987. Omaha, City of, Nebraska
2988. Otoe, County of, Nebraska
2989. Papillion, City of, Nebraska
2990. Platte, County of, Nebraska
2991. Red Willow, County of, Nebraska
2992. Saline, County of, Nebraska
2993. Sarpy, County of, Nebraska
2994. Saunders, County of, Nebraska
2995. Scotts Bluff, County of, Nebraska
2996. Scottsbluff, City of, Nebraska
2997. Seward, County of, Nebraska

2998. South Sioux City, City of, Nebraska
2999. Washington, County of, Nebraska
3000. York, County of, Nebraska
3001. Boulder City, City of, Nevada
3002. Carson, City of, Nevada
3003. Churchill, County of, Nevada
3004. Clark, County of, Nevada
3005. Douglas, County of, Nevada
3006. Elko, City of, Nevada
3007. Elko, County of, Nevada
3008. Fernley, City of, Nevada
3009. Henderson, City of, Nevada
3010. Humboldt, County of, Nevada
3011. Las Vegas, City of, Nevada
3012. Lyon, County of, Nevada
3013. Mesquite, City of, Nevada
3014. North Las Vegas, City of, Nevada
3015. Nye, County of, Nevada
3016. Reno, City of, Nevada
3017. Sparks, City of, Nevada
3018. Washoe, County of, Nevada
3019. Alamance, County of, North Carolina
3020. Albemarle, City of, North Carolina
3021. Alexander, County of, North Carolina
3022. Alleghany, County of, North Carolina
3023. Anson, County of, North Carolina
3024. Apex, Town of, North Carolina
3025. Archdale, City of, North Carolina
3026. Ashe, County of, North Carolina
3027. Asheboro, City of, North Carolina
3028. Asheville, City of, North Carolina
3029. Avery, County of, North Carolina
3030. Beaufort, County of, North Carolina
3031. Belmont, City of, North Carolina
3032. Bertie, County of, North Carolina
3033. Bladen, County of, North Carolina
3034. Boone, Town of, North Carolina
3035. Brunswick, County of, North Carolina
3036. Buncombe, County of, North Carolina
3037. Burke, County of, North Carolina
3038. Burlington, City of, North Carolina
3039. Cabarrus, County of, North Carolina
3040. Caldwell, County of, North Carolina
3041. Camden, County of, North Carolina
3042. Carrboro, Town of, North Carolina
3043. Carteret, County of, North Carolina
3044. Cary, Town of, North Carolina
3045. Caswell, County of, North Carolina
3046. Catawba, County of, North Carolina
3047. Chapel Hill, Town of, North Carolina
3048. Charlotte, City of, North Carolina
3049. Chatham, County of, North Carolina
3050. Cherokee, County of, North Carolina
3051. Chowan, County of, North Carolina
3052. Clay, County of, North Carolina
3053. Clayton, Town of, North Carolina
3054. Clemmons, Village of, North Carolina
3055. Cleveland, County of, North Carolina
3056. Columbus, County of, North Carolina
3057. Concord, City of, North Carolina
3058. Cornelius, Town of, North Carolina
3059. Craven, County of, North Carolina
3060. Cumberland, County of, North Carolina
3061. Currituck, County of, North Carolina
3062. Dare, County of, North Carolina
3063. Davidson, County of, North Carolina
3064. Davidson, Town of, North Carolina
3065. Davie, County of, North Carolina
3066. Duplin, County of, North Carolina
3067. Durham, City of, North Carolina
3068. Durham, County of, North Carolina
3069. Eden, City of, North Carolina
3070. Edgecombe, County of, North Carolina
3071. Elizabeth City, City of, North Carolina
3072. Elon, Town of, North Carolina
3073. Fayetteville, City of, North Carolina
3074. Forsyth, County of, North Carolina
3075. Franklin, County of, North Carolina
3076. Fuquay-Varina, Town of, North Carolina

3077. Garner, Town of, North Carolina
3078. Gaston, County of, North Carolina
3079. Gastonia, City of, North Carolina
3080. Gates, County of, North Carolina
3081. Goldsboro, City of, North Carolina
3082. Graham, City of, North Carolina
3083. Granville, County of, North Carolina
3084. Greene, County of, North Carolina
3085. Greensboro, City of, North Carolina
3086. Greenville, City of, North Carolina
3087. Guilford, County of, North Carolina
3088. Halifax, County of, North Carolina
3089. Harnett, County of, North Carolina
3090. Harrisburg, Town of, North Carolina
3091. Havelock, City of, North Carolina
3092. Haywood, County of, North Carolina
3093. Henderson, City of, North Carolina
3094. Henderson, County of, North Carolina
3095. Hendersonville, City of, North Carolina
3096. Hertford, County of, North Carolina
3097. Hickory, City of, North Carolina
3098. High Point, City of, North Carolina
3099. Hoke, County of, North Carolina
3100. Holly Springs, Town of, North Carolina
3101. Hope Mills, Town of, North Carolina
3102. Huntersville, Town of, North Carolina
3103. Indian Trail, Town of, North Carolina
3104. Iredell, County of, North Carolina
3105. Jackson, County of, North Carolina
3106. Jacksonville, City of, North Carolina
3107. Johnston, County of, North Carolina
3108. Kannapolis, City of, North Carolina
3109. Kernersville, Town of, North Carolina
3110. Kings Mountain, City of, North Carolina
3111. Kinston, City of, North Carolina
3112. Knightdale, Town of, North Carolina
3113. Laurinburg, City of, North Carolina
3114. Lee, County of, North Carolina
3115. Leland, Town of, North Carolina
3116. Lenoir, City of, North Carolina
3117. Lenoir, County of, North Carolina
3118. Lewisville, Town of, North Carolina
3119. Lexington, City of, North Carolina
3120. Lincoln, County of, North Carolina
3121. Lincolnton, City of, North Carolina
3122. Lumberton, City of, North Carolina
3123. Macon, County of, North Carolina
3124. Madison, County of, North Carolina
3125. Martin, County of, North Carolina
3126. Matthews, Town of, North Carolina
3127. McDowell, County of, North Carolina
3128. Mebane, City of, North Carolina
3129. Mecklenburg, County of, North Carolina
3130. Mint Hill, Town of, North Carolina
3131. Mitchell, County of, North Carolina
3132. Monroe, City of, North Carolina
3133. Montgomery, County of, North Carolina
3134. Moore, County of, North Carolina
3135. Mooresville, Town of, North Carolina
3136. Morganton, City of, North Carolina
3137. Morrisville, Town of, North Carolina
3138. Mount Airy, City of, North Carolina
3139. Mount Holly, City of, North Carolina
3140. Nash, County of, North Carolina
3141. New Bern, City of, North Carolina
3142. New Hanover, County of, North Carolina
3143. Newton, City of, North Carolina
3144. Northampton, County of, North Carolina
3145. Onslow, County of, North Carolina
3146. Orange, County of, North Carolina
3147. Pamlico, County of, North Carolina
3148. Pasquotank, County of, North Carolina
3149. Pender, County of, North Carolina
3150. Perquimans, County of, North Carolina
3151. Person, County of, North Carolina
3152. Pinehurst, Village of, North Carolina

3153. Pitt, County of, North Carolina
3154. Polk, County of, North Carolina
3155. Raleigh, City of, North Carolina
3156. Randolph, County of, North Carolina
3157. Reidsville, City of, North Carolina
3158. Richmond, County of, North Carolina
3159. Roanoke Rapids, City of, North Carolina
3160. Robeson, County of, North Carolina
3161. Rockingham, County of, North Carolina
3162. Rocky Mount, City of, North Carolina
3163. Rowan, County of, North Carolina
3164. Rutherford, County of, North Carolina
3165. Salisbury, City of, North Carolina
3166. Sampson, County of, North Carolina
3167. Sanford, City of, North Carolina
3168. Scotland, County of, North Carolina
3169. Shelby, City of, North Carolina
3170. Smithfield, Town of, North Carolina
3171. Southern Pines, Town of, North Carolina
3172. Spring Lake, Town of, North Carolina
3173. Stallings, Town of, North Carolina
3174. Stanly, County of, North Carolina
3175. Statesville, City of, North Carolina
3176. Stokes, County of, North Carolina
3177. Summerfield, Town of, North Carolina
3178. Surry, County of, North Carolina
3179. Swain, County of, North Carolina
3180. Tarboro, Town of, North Carolina
3181. Thomasville, City of, North Carolina
3182. Transylvania, County of, North Carolina
3183. Union, County of, North Carolina
3184. Vance, County of, North Carolina
3185. Wake, County of, North Carolina
3186. Wake Forest, Town of, North Carolina
3187. Warren, County of, North Carolina
3188. Washington, County of, North Carolina
3189. Watauga, County of, North Carolina
3190. Waxhaw, Town of, North Carolina
3191. Wayne, County of, North Carolina
3192. Waynesville, Town of, North Carolina
3193. Weddington, Town of, North Carolina
3194. Wilkes, County of, North Carolina
3195. Wilmington, City of, North Carolina
3196. Wilson, City of, North Carolina
3197. Wilson, County of, North Carolina
3198. Winston-Salem, City of, North Carolina
3199. Yadkin, County of, North Carolina
3200. Yancey, County of, North Carolina
3201. Adams, County of, Ohio
3202. Akron, City of, Ohio
3203. Allen, County of, Ohio
3204. Alliance, City of, Ohio
3205. American, Township of, Ohio
3206. Amherst, City of, Ohio
3207. Anderson, Township of, Ohio
3208. Ashland, City of, Ohio
3209. Ashland, County of, Ohio
3210. Ashtabula, City of, Ohio
3211. Ashtabula, County of, Ohio
3212. Ashtabula, Township of, Ohio
3213. Athens, City of, Ohio
3214. Athens, County of, Ohio
3215. Athens, Township of, Ohio
3216. Auglaize, County of, Ohio
3217. Aurora, City of, Ohio
3218. Austintown, Township of, Ohio
3219. Avon, City of, Ohio
3220. Avon Lake, City of, Ohio
3221. Bainbridge, Township of, Ohio
3222. Barberton, City of, Ohio
3223. Batavia, Township of, Ohio
3224. Bath, Township of, Ohio
3225. Bay, Village of, City of, Ohio
3226. Beachwood, City of, Ohio
3227. Beavercreek, City of, Ohio
3228. Beavercreek, Township of, Ohio
3229. Bedford, City of, Ohio

3230. Bedford Heights, City of, Ohio
3231. Bellefontaine, City of, Ohio
3232. Belmont, County of, Ohio
3233. Berea, City of, Ohio
3234. Bethel, Township of, Ohio
3235. Bexley, City of, Ohio
3236. Blue Ash, City of, Ohio
3237. Boardman, Township of, Ohio
3238. Bowling Green, City of, Ohio
3239. Brecksville, City of, Ohio
3240. Brimfield, Township of, Ohio
3241. Broadview Heights, City of, Ohio
3242. Brook Park, City of, Ohio
3243. Brooklyn, City of, Ohio
3244. Brown, County of, Ohio
3245. Brunswick, City of, Ohio
3246. Brunswick Hills, Township of, Ohio
3247. Bucyrus, City of, Ohio
3248. Butler, County of, Ohio
3249. Cambridge, City of, Ohio
3250. Cambridge, Township of, Ohio
3251. Canfield, Township of, Ohio
3252. Canton, City of, Ohio
3253. Canton, Township of, Ohio
3254. Carroll, County of, Ohio
3255. Celina, City of, Ohio
3256. Centerville, City of, Ohio
3257. Champaign, County of, Ohio
3258. Chester, Township of, Ohio
3259. Chillicothe, City of, Ohio
3260. Chippewa, Township of, Ohio
3261. Cincinnati, City of, Ohio
3262. Circleville, City of, Ohio
3263. Clark, County of, Ohio
3264. Clayton, City of, Ohio
3265. Clear Creek, Township of, Ohio
3266. Clermont, County of, Ohio
3267. Cleveland, City of, Ohio
3268. Cleveland Heights, City of, Ohio
3269. Clinton, County of, Ohio
3270. Clinton, Township of, Ohio
3271. Colerain, Township of, Ohio
3272. Columbiana, County of, Ohio
3273. Columbus, City of, Ohio
3274. Concord, Township of, Ohio
3275. Conneaut, City of, Ohio
3276. Copley, Township of, Ohio
3277. Coshocton, City of, Ohio
3278. Coshocton, County of, Ohio
3279. Coventry, Township of, Ohio
3280. Crawford, County of, Ohio
3281. Cuyahoga, County of, Ohio
3282. Cuyahoga Falls, City of, Ohio
3283. Darke, County of, Ohio
3284. Dayton, City of, Ohio
3285. Deerfield, Township of, Ohio
3286. Defiance, City of, Ohio
3287. Defiance, County of, Ohio
3288. Defiance, Township of, Ohio
3289. Delaware, City of, Ohio
3290. Delaware City, Township of, Ohio
3291. Delaware, County of, Ohio
3292. Delhi, Township of, Ohio
3293. Dover, City of, Ohio
3294. Dublin, City of, Ohio
3295. Duchouquet, Township of, Ohio
3296. East Cleveland, City of, Ohio
3297. East Liverpool, City of, Ohio
3298. Eastlake, City of, Ohio
3299. Elyria, City of, Ohio
3300. Englewood, City of, Ohio
3301. Erie, County of, Ohio
3302. Etna, Township of, Ohio
3303. Euclid, City of, Ohio
3304. Fairborn, City of, Ohio
3305. Fairfield, City of, Ohio
3306. Fairfield, County of, Ohio
3307. Fairfield, Township of, Ohio
3308. Fairview Park, City of, Ohio
3309. Falls, Township of, Ohio
3310. Fayette, County of, Ohio
3311. Findlay, City of, Ohio
3312. Forest Park, City of, Ohio
3313. Fostoria, City of, Ohio
3314. Franklin, City of, Ohio
3315. Franklin, County of, Ohio
3316. Franklin, Township of, Ohio
3317. Fremont, City of, Ohio
3318. Fulton, County of, Ohio
3319. Gahanna, City of, Ohio
3320. Gallia, County of, Ohio
3321. Garfield Heights, City of, Ohio

3322. Geauga, County of, Ohio
3323. Geneva, Township of, Ohio
3324. Genoa, Township of, Ohio
3325. Goshen, Township of, Ohio
3326. Granville, Township of, Ohio
3327. Green, City of, Ohio
3328. Green, Township of, Ohio
3329. Greene, County of, Ohio
3330. Greenville, City of, Ohio
3331. Greenville, Township of, Ohio
3332. Grove City, City of, Ohio
3333. Guernsey, County of, Ohio
3334. Hamilton, City of, Ohio
3335. Hamilton, County of, Ohio
3336. Hamilton, Township of, Ohio
3337. Hancock, County of, Ohio
3338. Hardin, County of, Ohio
3339. Harrison, City of, Ohio
3340. Harrison, County of, Ohio
3341. Harrison, Township of, Ohio
3342. Heath, City of, Ohio
3343. Henry, County of, Ohio
3344. Highland, County of, Ohio
3345. Hilliard, City of, Ohio
3346. Hocking, County of, Ohio
3347. Holmes, County of, Ohio
3348. Howland, Township of, Ohio
3349. Hubbard, Township of, Ohio
3350. Huber Heights, City of, Ohio
3351. Hudson, City of, Ohio
3352. Huron, County of, Ohio
3353. Huron, Township of, Ohio
3354. Ironton, City of, Ohio
3355. Jackson, County of, Ohio
3356. Jackson, Township of, Ohio
3357. Jefferson, County of, Ohio
3358. Jefferson, Township of, Ohio
3359. Kent, City of, Ohio
3360. Kettering, City of, Ohio
3361. Knox, County of, Ohio
3362. Lake, County of, Ohio
3363. Lake, Township of, Ohio
3364. Lakewood, City of, Ohio
3365. Lancaster, City of, Ohio
3366. Lancaster City, Township of, Ohio
3367. Lawrence, County of, Ohio
3368. Lawrence, Township of, Ohio
3369. Lebanon, City of, Ohio
3370. Lemon, Township of, Ohio
3371. Liberty, Township of, Ohio
3372. Licking, County of, Ohio
3373. Lima, City of, Ohio
3374. Logan, County of, Ohio
3375. London, City of, Ohio
3376. Lorain, City of, Ohio
3377. Lorain, County of, Ohio
3378. Loveland, City of, Ohio
3379. Lucas, County of, Ohio
3380. Lyndhurst, City of, Ohio
3381. Macedonia, City of, Ohio
3382. Mad River, Township of, Ohio
3383. Madison, County of, Ohio
3384. Madison, Township of, Ohio
3385. Mahoning, County of, Ohio
3386. Mansfield, City of, Ohio
3387. Maple Heights, City of, Ohio
3388. Marietta, City of, Ohio
3389. Marion, City of, Ohio
3390. Marion, County of, Ohio
3391. Marion, Township of, Ohio
3392. Marysville, City of, Ohio
3393. Mason, City of, Ohio
3394. Massillon, City of, Ohio
3395. Maumee, City of, Ohio
3396. Mayfield Heights, City of, Ohio
3397. Medina, City of, Ohio
3398. Medina City, Township of, Ohio
3399. Medina, County of, Ohio
3400. Meigs, County of, Ohio
3401. Mentor, City of, Ohio
3402. Mercer, County of, Ohio
3403. Miami, County of, Ohio
3404. Miami, Township of, Ohio
3405. Miamisburg, City of, Ohio
3406. Middleburg Heights, City of, Ohio
3407. Middletown, City of, Ohio
3408. Mifflin, Township of, Ohio
3409. Monclova, Township of, Ohio
3410. Monroe, City of, Ohio
3411. Monroe, County of, Ohio
3412. Monroe, Township of, Ohio
3413. Montgomery, City of, Ohio

3414. Montgomery, County of, Ohio
3415. Montville, Township of, Ohio
3416. Moorefield, Township of, Ohio
3417. Morgan, County of, Ohio
3418. Morrow, County of, Ohio
3419. Mount Vernon, City of, Ohio
3420. Muskingum, County of, Ohio
3421. New Albany, City of, Ohio
3422. New Franklin, City of, Ohio
3423. New Philadelphia, City of, Ohio
3424. Newark, City of, Ohio
3425. Niles, City of, Ohio
3426. Noble, County of, Ohio
3427. North Canton, City of, Ohio
3428. North Olmsted, City of, Ohio
3429. North Ridgeville, City of, Ohio
3430. North Royalton, City of, Ohio
3431. Norton, City of, Ohio
3432. Norwalk, City of, Ohio
3433. Norwich, Township of, Ohio
3434. Norwood, City of, Ohio
3435. Olmsted, Township of, Ohio
3436. Orange, Township of, Ohio
3437. Oregon, City of, Ohio
3438. Ottawa, County of, Ohio
3439. Oxford, City of, Ohio
3440. Oxford, Township of, Ohio
3441. Painesville, City of, Ohio
3442. Painesville, Township of, Ohio
3443. Paris, Township of, Ohio
3444. Parma, City of, Ohio
3445. Parma Heights, City of, Ohio
3446. Pataskala, City of, Ohio
3447. Paulding, County of, Ohio
3448. Pease, Township of, Ohio
3449. Perkins, Township of, Ohio
3450. Perry, County of, Ohio
3451. Perry, Township of, Ohio
3452. Perrysburg, City of, Ohio
3453. Perrysburg, Township of, Ohio
3454. Pickaway, County of, Ohio
3455. Pickerington, City of, Ohio
3456. Pierce, Township of, Ohio
3457. Pike, County of, Ohio
3458. Piqua, City of, Ohio
3459. Plain, Township of, Ohio
3460. Pleasant, Township of, Ohio
3461. Poland, Township of, Ohio
3462. Portage, County of, Ohio
3463. Portsmouth, City of, Ohio
3464. Powell, City of, Ohio
3465. Prairie, Township of, Ohio
3466. Preble, County of, Ohio
3467. Putnam, County of, Ohio
3468. Ravenna, City of, Ohio
3469. Reading, City of, Ohio
3470. Reynoldsburg, City of, Ohio
3471. Richland, County of, Ohio
3472. Richland, Township of, Ohio
3473. Richmond Heights, City of, Ohio
3474. Riverside, City of, Ohio
3475. Rocky River, City of, Ohio
3476. Ross, County of, Ohio
3477. Sagamore Hills, Township of, Ohio
3478. Salem, City of, Ohio
3479. Sandusky, City of, Ohio
3480. Sandusky, County of, Ohio
3481. Scioto, County of, Ohio
3482. Scioto, Township of, Ohio
3483. Seneca, County of, Ohio
3484. Seven Hills, City of, Ohio
3485. Shaker Heights, City of, Ohio
3486. Sharon, Township of, Ohio
3487. Sharonville, City of, Ohio
3488. Shawnee, Township of, Ohio
3489. Shelby, County of, Ohio
3490. Sidney, City of, Ohio
3491. Solon, City of, Ohio
3492. South Euclid, City of, Ohio
3493. Springboro, City of, Ohio
3494. Springdale, City of, Ohio
3495. Springfield, City of, Ohio
3496. Springfield, Township of, Ohio
3497. St. Marys, Township of, Ohio
3498. Stark, County of, Ohio
3499. Steubenville, City of, Ohio
3500. Stow, City of, Ohio
3501. Streetsboro, City of, Ohio
3502. Strongsville, City of, Ohio
3503. Struthers, City of, Ohio
3504. Summit, County of, Ohio
3505. Sycamore, Township of, Ohio

3506. Sylvania, City of, Ohio
3507. Sylvania, Township of, Ohio
3508. Symmes, Township of, Ohio
3509. Tallmadge, City of, Ohio
3510. Tiffin, City of, Ohio
3511. Tipp City, City of, Ohio
3512. Toledo, City of, Ohio
3513. Trenton, City of, Ohio
3514. Trotwood, City of, Ohio
3515. Troy, City of, Ohio
3516. Trumbull, County of, Ohio
3517. Truro, Township of, Ohio
3518. Turtlecreek, Township of, Ohio
3519. Tuscarawas, County of, Ohio
3520. Twinsburg, City of, Ohio
3521. Union, County of, Ohio
3522. Union, Township of, Ohio
3523. University Heights, City of, Ohio
3524. Upper Arlington, City of, Ohio
3525. Upper, Township of, Ohio
3526. Urbana, City of, Ohio
3527. Urbana, Township of, Ohio
3528. Van Wert, City of, Ohio
3529. Van Wert, County of, Ohio
3530. Vandalia, City of, Ohio
3531. Vermilion, City of, Ohio
3532. Vinton, County of, Ohio
3533. Violet, Township of, Ohio
3534. Wadsworth, City of, Ohio
3535. Warren, City of, Ohio
3536. Warren, County of, Ohio
3537. Warrensville Heights, City of, Ohio
3538. Washington, County of, Ohio
3539. Washington Court House, City of, Ohio
3540. Washington, Township of, Ohio
3541. Wayne, County of, Ohio
3542. Weathersfield, Township of, Ohio
3543. West Carrollton, City of, Ohio
3544. West Chester, Township of, Ohio
3545. Westerville, City of, Ohio
3546. Westlake, City of, Ohio
3547. Whitehall, City of, Ohio
3548. Wickliffe, City of, Ohio
3549. Williams, County of, Ohio
3550. Willoughby, City of, Ohio
3551. Willowick, City of, Ohio
3552. Wilmington, City of, Ohio
3553. Wood, County of, Ohio
3554. Wooster, City of, Ohio
3555. Worthington, City of, Ohio
3556. Wyandot, County of, Ohio
3557. Xenia, City of, Ohio
3558. Youngstown, City of, Ohio
3559. Zanesville, City of, Ohio
3560. Albany, City of, Oregon
3561. Ashland, City of, Oregon
3562. Astoria, City of, Oregon
3563. Baker, County of, Oregon
3564. Beaverton, City of, Oregon
3565. Bend, City of, Oregon
3566. Benton, County of, Oregon
3567. Canby, City of, Oregon
3568. Central Point, City of, Oregon
3569. Clackamas, County of, Oregon
3570. Clatsop, County of, Oregon
3571. Columbia, County of, Oregon
3572. Coos Bay, City of, Oregon
3573. Coos, County of, Oregon
3574. Cornelius, City of, Oregon
3575. Corvallis, City of, Oregon
3576. Cottage Grove, City of, Oregon
3577. Crook, County of, Oregon
3578. Curry, County of, Oregon
3579. Dallas, City of, Oregon
3580. Deschutes, County of, Oregon
3581. Douglas, County of, Oregon
3582. Eugene, City of, Oregon
3583. Forest Grove, City of, Oregon
3584. Gladstone, City of, Oregon
3585. Grants Pass, City of, Oregon
3586. Gresham, City of, Oregon
3587. Happy Valley, City of, Oregon
3588. Hermiston, City of, Oregon
3589. Hillsboro, City of, Oregon
3590. Hood River, County of, Oregon
3591. Independence, City of, Oregon
3592. Jackson, County of, Oregon
3593. Jefferson, County of, Oregon
3594. Josephine, County of, Oregon
3595. Keizer, City of, Oregon
3596. Klamath, County of, Oregon

3597. Klamath Falls, City of, Oregon
3598. La Grande, City of, Oregon
3599. Lake Oswego, City of, Oregon
3600. Lane, County of, Oregon
3601. Lebanon, City of, Oregon
3602. Lincoln, County of, Oregon
3603. Linn, County of, Oregon
3604. Malheur, County of, Oregon
3605. Marion, County of, Oregon
3606. McMinnville, City of, Oregon
3607. Medford, City of, Oregon
3608. Milwaukie, City of, Oregon
3609. Monmouth, City of, Oregon
3610. Morrow, County of, Oregon
3611. Multnomah, County of, Oregon
3612. Newberg, City of, Oregon
3613. Newport, City of, Oregon
3614. Ontario, City of, Oregon
3615. Oregon City, City of, Oregon
3616. Pendleton, City of, Oregon
3617. Polk, County of, Oregon
3618. Portland, City of, Oregon
3619. Prineville, City of, Oregon
3620. Redmond, City of, Oregon
3621. Roseburg, City of, Oregon
3622. Salem, City of, Oregon
3623. Sandy, City of, Oregon
3624. Sherwood, City of, Oregon
3625. Silverton, City of, Oregon
3626. Springfield, City of, Oregon
3627. St. Helens, City of, Oregon
3628. The Dalles, City of, Oregon
3629. Tigard, City of, Oregon
3630. Tillamook, County of, Oregon
3631. Troutdale, City of, Oregon
3632. Tualatin, City of, Oregon
3633. Umatilla, County of, Oregon
3634. Union, County of, Oregon
3635. Wasco, County of, Oregon
3636. Washington, County of, Oregon
3637. West Linn, City of, Oregon
3638. Wilsonville, City of, Oregon
3639. Woodburn, City of, Oregon
3640. Yamhill, County of, Oregon
3641. Abbeville, County of, South Carolina
3642. Aiken, City of, South Carolina
3643. Aiken, County of, South Carolina
3644. Anderson, City of, South Carolina
3645. Anderson, County of, South Carolina
3646. Bamberg, County of, South Carolina
3647. Barnwell, County of, South Carolina
3648. Beaufort, City of, South Carolina
3649. Beaufort, County of, South Carolina
3650. Berkeley, County of, South Carolina
3651. Bluffton, Town of, South Carolina
3652. Calhoun, County of, South Carolina
3653. Cayce, City of, South Carolina
3654. Charleston, City of, South Carolina
3655. Charleston, County of, South Carolina
3656. Cherokee, County of, South Carolina
3657. Chester, County of, South Carolina
3658. Chesterfield, County of, South Carolina
3659. Clarendon, County of, South Carolina
3660. Clemson, City of, South Carolina
3661. Colleton, County of, South Carolina
3662. Columbia, City of, South Carolina
3663. Conway, City of, South Carolina
3664. Darlington, County of, South Carolina
3665. Dillon, County of, South Carolina
3666. Dorchester, County of, South Carolina
3667. Easley, City of, South Carolina
3668. Edgefield, County of, South Carolina
3669. Fairfield, County of, South Carolina
3670. Florence, City of, South Carolina
3671. Florence, County of, South Carolina
3672. Forest Acres, City of, South Carolina
3673. Fort Mill, Town of, South Carolina
3674. Fountain Inn, City of, South Carolina
3675. Gaffney, City of, South Carolina
3676. Georgetown, County of, South Carolina
3677. Goose Creek, City of, South Carolina
3678. Greenville, City of, South Carolina
3679. Greenville, County of, South Carolina
3680. Greenwood, City of, South Carolina

3681. Greenwood, County of, South Carolina
3682. Greer, City of, South Carolina
3683. Hampton, County of, South Carolina
3684. Hanahan, City of, South Carolina
3685. Hilton Head Island, Town of, South Carolina
3686. Horry, County of, South Carolina
3687. Irmo, Town of, South Carolina
3688. James Island, Town of, South Carolina
3689. Jasper, County of, South Carolina
3690. Kershaw, County of, South Carolina
3691. Lancaster, County of, South Carolina
3692. Laurens, County of, South Carolina
3693. Lee, County of, South Carolina
3694. Lexington, County of, South Carolina
3695. Lexington, Town of, South Carolina
3696. Marion, County of, South Carolina
3697. Marlboro, County of, South Carolina
3698. Mauldin, City of, South Carolina
3699. Moncks Corner, Town of, South Carolina
3700. Mount Pleasant, Town of, South Carolina
3701. Myrtle Beach, City of, South Carolina
3702. Newberry, City of, South Carolina
3703. Newberry, County of, South Carolina
3704. North Augusta, City of, South Carolina
3705. North Charleston, City of, South Carolina
3706. North Myrtle Beach, City of, South Carolina
3707. Oconee, County of, South Carolina
3708. Orangeburg, City of, South Carolina
3709. Orangeburg, County of, South Carolina
3710. Pickens, County of, South Carolina
3711. Port Royal, Town of, South Carolina
3712. Richland, County of, South Carolina
3713. Rock Hill, City of, South Carolina
3714. Saluda, County of, South Carolina
3715. Simpsonville, City of, South Carolina
3716. Spartanburg, City of, South Carolina
3717. Spartanburg, County of, South Carolina
3718. Summerville, Town of, South Carolina
3719. Sumter, City of, South Carolina
3720. Sumter, County of, South Carolina
3721. Tega Cay, City of, South Carolina
3722. Union, County of, South Carolina
3723. West Columbia, City of, South Carolina
3724. Williamsburg, County of, South Carolina
3725. York, County of, South Carolina
3726. Anderson, County of, Tennessee
3727. Arlington, Town of, Tennessee
3728. Athens, City of, Tennessee
3729. Bartlett, City of, Tennessee
3730. Bedford, County of, Tennessee
3731. Benton, County of, Tennessee
3732. Bledsoe, County of, Tennessee
3733. Blount, County of, Tennessee
3734. Bradley, County of, Tennessee
3735. Brentwood, City of, Tennessee
3736. Bristol, City of, Tennessee
3737. Campbell, County of, Tennessee
3738. Cannon, County of, Tennessee
3739. Carroll, County of, Tennessee
3740. Carter, County of, Tennessee
3741. Chattanooga, City of, Tennessee
3742. Cheatham, County of, Tennessee
3743. Chester, County of, Tennessee
3744. Claiborne, County of, Tennessee
3745. Clarksville, City of, Tennessee
3746. Cleveland, City of, Tennessee
3747. Clinton, City of, Tennessee
3748. Cocke, County of, Tennessee
3749. Coffee, County of, Tennessee
3750. Collegedale, City of, Tennessee
3751. Collierville, Town of, Tennessee
3752. Columbia, City of, Tennessee
3753. Cookeville, City of, Tennessee
3754. Crockett, County of, Tennessee
3755. Crossville, City of, Tennessee

3756. Cumberland, County of, Tennessee
3757. Decatur, County of, Tennessee
3758. DeKalb, County of, Tennessee
3759. Dickson, City of, Tennessee
3760. Dickson, County of, Tennessee
3761. Dyer, County of, Tennessee
3762. Dyersburg, City of, Tennessee
3763. East Ridge, City of, Tennessee
3764. Elizabethton, City of, Tennessee
3765. Farragut, Town of, Tennessee
3766. Fayette, County of, Tennessee
3767. Fentress, County of, Tennessee
3768. Franklin, City of, Tennessee
3769. Franklin, County of, Tennessee
3770. Gallatin, City of, Tennessee
3771. Germantown, City of, Tennessee
3772. Gibson, County of, Tennessee
3773. Giles, County of, Tennessee
3774. Goodlettsville, City of, Tennessee
3775. Grainger, County of, Tennessee
3776. Greene, County of, Tennessee
3777. Greeneville, Town of, Tennessee
3778. Grundy, County of, Tennessee
3779. Hamblen, County of, Tennessee
3780. Hamilton, County of, Tennessee
3781. Hardeman, County of, Tennessee
3782. Hardin, County of, Tennessee
3783. Hartsville/Trousdale, County of, Tennessee
3784. Hawkins, County of, Tennessee
3785. Haywood, County of, Tennessee
3786. Henderson, County of, Tennessee
3787. Hendersonville, City of, Tennessee
3788. Henry, County of, Tennessee
3789. Hickman, County of, Tennessee
3790. Humphreys, County of, Tennessee
3791. Jackson, City of, Tennessee
3792. Jackson, County of, Tennessee
3793. Jefferson, County of, Tennessee
3794. Johnson City, City of, Tennessee
3795. Johnson, County of, Tennessee
3796. Kingsport, City of, Tennessee
3797. Knox, County of, Tennessee
3798. Knoxville, City of, Tennessee
3799. La Vergne, City of, Tennessee
3800. Lakeland, City of, Tennessee
3801. Lauderdale, County of, Tennessee
3802. Lawrence, County of, Tennessee
3803. Lawrenceburg, City of, Tennessee
3804. Lebanon, City of, Tennessee
3805. Lewis, County of, Tennessee
3806. Lewisburg, City of, Tennessee
3807. Lincoln, County of, Tennessee
3808. Loudon, County of, Tennessee
3809. Macon, County of, Tennessee
3810. Madison, County of, Tennessee
3811. Manchester, City of, Tennessee
3812. Marion, County of, Tennessee
3813. Marshall, County of, Tennessee
3814. Martin, City of, Tennessee
3815. Maryville, City of, Tennessee
3816. Maury, County of, Tennessee
3817. McMinn, County of, Tennessee
3818. McMinnville, City of, Tennessee
3819. McNairy, County of, Tennessee
3820. Meigs, County of, Tennessee
3821. Memphis, City of, Tennessee
3822. Millington, City of, Tennessee
3823. Monroe, County of, Tennessee
3824. Montgomery, County of, Tennessee
3825. Morgan, County of, Tennessee
3826. Morristown, City of, Tennessee
3827. Mount Juliet, City of, Tennessee
3828. Murfreesboro, City of, Tennessee
3829. Nashville-Davidson, Metropolitan Government, Tennessee
3830. Nolensville, Town of, Tennessee
3831. Oak Ridge, City of, Tennessee
3832. Obion, County of, Tennessee
3833. Overton, County of, Tennessee
3834. Paris, City of, Tennessee
3835. Polk, County of, Tennessee
3836. Portland, City of, Tennessee
3837. Putnam, County of, Tennessee
3838. Red Bank, City of, Tennessee
3839. Rhea, County of, Tennessee
3840. Roane, County of, Tennessee
3841. Robertson, County of, Tennessee
3842. Rutherford, County of, Tennessee
3843. Scott, County of, Tennessee
3844. Sequatchie, County of, Tennessee
3845. Sevier, County of, Tennessee

3846. Sevierville, City of, Tennessee
3847. Shelby, County of, Tennessee
3848. Shelbyville, City of, Tennessee
3849. Smith, County of, Tennessee
3850. Smyrna, Town of, Tennessee
3851. Soddy-Daisy, City of, Tennessee
3852. Spring Hill, City of, Tennessee
3853. Springfield, City of, Tennessee
3854. Stewart, County of, Tennessee
3855. Sullivan, County of, Tennessee
3856. Sumner, County of, Tennessee
3857. Tipton, County of, Tennessee
3858. Tullahoma, City of, Tennessee
3859. Unicoi, County of, Tennessee
3860. Union City, City of, Tennessee
3861. Union, County of, Tennessee
3862. Warren, County of, Tennessee
3863. Washington, County of, Tennessee
3864. Wayne, County of, Tennessee
3865. Weakley, County of, Tennessee
3866. White, County of, Tennessee
3867. White House, City of, Tennessee
3868. Williamson, County of, Tennessee
3869. Wilson, County of, Tennessee
3870. Abilene, City of, Texas
3871. Addison, Town of, Texas
3872. Alamo, City of, Texas
3873. Alice, City of, Texas
3874. Allen, City of, Texas
3875. Alton, City of, Texas
3876. Alvin, City of, Texas
3877. Amarillo, City of, Texas
3878. Anderson, County of, Texas
3879. Andrews, City of, Texas
3880. Andrews, County of, Texas
3881. Angelina, County of, Texas
3882. Angleton, City of, Texas
3883. Anna, City of, Texas
3884. Aransas, County of, Texas
3885. Arlington, City of, Texas
3886. Atascosa, County of, Texas
3887. Athens, City of, Texas
3888. Austin, City of, Texas
3889. Austin, County of, Texas
3890. Azle, City of, Texas
3891. Balch Springs, City of, Texas
3892. Bandera, County of, Texas
3893. Bastrop, County of, Texas
3894. Bay City, City of, Texas
3895. Baytown, City of, Texas
3896. Beaumont, City of, Texas
3897. Bedford, City of, Texas
3898. Bee, County of, Texas
3899. Beeville, City of, Texas
3900. Bell, County of, Texas
3901. Bellaire, City of, Texas
3902. Bellmead, City of, Texas
3903. Belton, City of, Texas
3904. Benbrook, City of, Texas
3905. Bexar, County of, Texas
3906. Big Spring, City of, Texas
3907. Blanco, County of, Texas
3908. Boerne, City of, Texas
3909. Bonham, City of, Texas
3910. Borger, City of, Texas
3911. Bosque, County of, Texas
3912. Bowie, County of, Texas
3913. Brazoria, County of, Texas
3914. Brazos, County of, Texas
3915. Brenham, City of, Texas
3916. Brown, County of, Texas
3917. Brownsville, City of, Texas
3918. Brownwood, City of, Texas
3919. Bryan, City of, Texas
3920. Buda, City of, Texas
3921. Burkburnett, City of, Texas
3922. Burleson, City of, Texas
3923. Burleson, County of, Texas
3924. Burnet, County of, Texas
3925. Caldwell, County of, Texas
3926. Calhoun, County of, Texas
3927. Callahan, County of, Texas
3928. Cameron, County of, Texas
3929. Camp, County of, Texas
3930. Canyon, City of, Texas
3931. Carrollton, City of, Texas
3932. Cass, County of, Texas
3933. Cedar Hill, City of, Texas
3934. Cedar Park, City of, Texas
3935. Celina, City of, Texas
3936. Chambers, County of, Texas
3937. Cherokee, County of, Texas

3938. Cibolo, City of, Texas
3939. Clay, County of, Texas
3940. Cleburne, City of, Texas
3941. Clute, City of, Texas
3942. College Station, City of, Texas
3943. Colleyville, City of, Texas
3944. Collin, County of, Texas
3945. Colorado, County of, Texas
3946. Comal, County of, Texas
3947. Comanche, County of, Texas
3948. Conroe, City of, Texas
3949. Converse, City of, Texas
3950. Cooke, County of, Texas
3951. Coppell, City of, Texas
3952. Copperas Cove, City of, Texas
3953. Corinth, City of, Texas
3954. Corpus Christi, City of, Texas
3955. Corsicana, City of, Texas
3956. Coryell, County of, Texas
3957. Crowley, City of, Texas
3958. Dallas, City of, Texas
3959. Dallas, County of, Texas
3960. Dawson, County of, Texas
3961. Deaf Smith, County of, Texas
3962. Deer Park, City of, Texas
3963. Del Rio, City of, Texas
3964. Denison, City of, Texas
3965. Denton, City of, Texas
3966. Denton, County of, Texas
3967. DeSoto, City of, Texas
3968. DeWitt, County of, Texas
3969. Dickinson, City of, Texas
3970. Dimmit, County of, Texas
3971. Donna, City of, Texas
3972. Dumas, City of, Texas
3973. Duncanville, City of, Texas
3974. Duval, County of, Texas
3975. Eagle Pass, City of, Texas
3976. Eastland, County of, Texas
3977. Ector, County of, Texas
3978. Edinburg, City of, Texas
3979. El Campo, City of, Texas
3980. El Paso, City of, Texas
3981. El Paso, County of, Texas
3982. Elgin, City of, Texas
3983. Ellis, County of, Texas
3984. Ennis, City of, Texas
3985. Erath, County of, Texas
3986. Euless, City of, Texas
3987. Fair Oaks Ranch, City of, Texas
3988. Falls, County of, Texas
3989. Fannin, County of, Texas
3990. Farmers Branch, City of, Texas
3991. Fate, City of, Texas
3992. Fayette, County of, Texas
3993. Flower Mound, Town of, Texas
3994. Forest Hill, City of, Texas
3995. Forney, City of, Texas
3996. Fort Bend, County of, Texas
3997. Fort Worth, City of, Texas
3998. Franklin, County of, Texas
3999. Fredericksburg, City of, Texas
4000. Freeport, City of, Texas
4001. Freestone, County of, Texas
4002. Friendswood, City of, Texas
4003. Frio, County of, Texas
4004. Frisco, City of, Texas
4005. Fulshear, City of, Texas
4006. Gaines, County of, Texas
4007. Gainesville, City of, Texas
4008. Galena Park, City of, Texas
4009. Galveston, City of, Texas
4010. Galveston, County of, Texas
4011. Garland, City of, Texas
4012. Gatesville, City of, Texas
4013. Georgetown, City of, Texas
4014. Gillespie, County of, Texas
4015. Glenn Heights, City of, Texas
4016. Gonzales, County of, Texas
4017. Granbury, City of, Texas
4018. Grand Prairie, City of, Texas
4019. Grapevine, City of, Texas
4020. Gray, County of, Texas
4021. Grayson, County of, Texas
4022. Greenville, City of, Texas
4023. Gregg, County of, Texas
4024. Grimes, County of, Texas
4025. Groves, City of, Texas
4026. Guadalupe, County of, Texas
4027. Hale, County of, Texas
4028. Haltom City, City of, Texas
4029. Hardin, County of, Texas

4030. Harker Heights, City of, Texas
4031. Harlingen, City of, Texas
4032. Harris, County of, Texas
4033. Harrison, County of, Texas
4034. Hays, County of, Texas
4035. Henderson, City of, Texas
4036. Henderson, County of, Texas
4037. Hereford, City of, Texas
4038. Hewitt, City of, Texas
4039. Hidalgo, City of, Texas
4040. Hidalgo, County of, Texas
4041. Highland, Village of, City of, Texas
4042. Hill, County of, Texas
4043. Hockley, County of, Texas
4044. Hood, County of, Texas
4045. Hopkins, County of, Texas
4046. Horizon City, City of, Texas
4047. Houston, City of, Texas
4048. Houston, County of, Texas
4049. Howard, County of, Texas
4050. Humble, City of, Texas
4051. Hunt, County of, Texas
4052. Huntsville, City of, Texas
4053. Hurst, City of, Texas
4054. Hutchinson, County of, Texas
4055. Hutto, City of, Texas
4056. Ingleside, City of, Texas
4057. Irving, City of, Texas
4058. Jacinto City, City of, Texas
4059. Jackson, County of, Texas
4060. Jacksonville, City of, Texas
4061. Jasper, County of, Texas
4062. Jefferson, County of, Texas
4063. Jim Wells, County of, Texas
4064. Johnson, County of, Texas
4065. Jones, County of, Texas
4066. Karnes, County of, Texas
4067. Katy, City of, Texas
4068. Kaufman, County of, Texas
4069. Keller, City of, Texas
4070. Kendall, County of, Texas
4071. Kerr, County of, Texas
4072. Kerrville, City of, Texas
4073. Kilgore, City of, Texas
4074. Killeen, City of, Texas
4075. Kingsville, City of, Texas
4076. Kleberg, County of, Texas
4077. Kyle, City of, Texas
4078. La Marque, City of, Texas
4079. La Porte, City of, Texas
4080. Lake Jackson, City of, Texas
4081. Lakeway, City of, Texas
4082. Lamar, County of, Texas
4083. Lamb, County of, Texas
4084. Lampasas, County of, Texas
4085. Lancaster, City of, Texas
4086. Laredo, City of, Texas
4087. Lavaca, County of, Texas
4088. League City, City of, Texas
4089. Leander, City of, Texas
4090. Lee, County of, Texas
4091. Leon, County of, Texas
4092. Leon Valley, City of, Texas
4093. Levelland, City of, Texas
4094. Lewisville, City of, Texas
4095. Liberty, County of, Texas
4096. Limestone, County of, Texas
4097. Little Elm, City of, Texas
4098. Live Oak, City of, Texas
4099. Live Oak, County of, Texas
4100. Llano, County of, Texas
4101. Lockhart, City of, Texas
4102. Longview, City of, Texas
4103. Lubbock, City of, Texas
4104. Lubbock, County of, Texas
4105. Lufkin, City of, Texas
4106. Lumberton, City of, Texas
4107. Madison, County of, Texas
4108. Manor, City of, Texas
4109. Mansfield, City of, Texas
4110. Manvel, City of, Texas
4111. Marshall, City of, Texas
4112. Matagorda, County of, Texas
4113. Maverick, County of, Texas
4114. McAllen, City of, Texas
4115. McKinney, City of, Texas
4116. McLennan, County of, Texas
4117. Medina, County of, Texas
4118. Melissa, City of, Texas
4119. Mercedes, City of, Texas
4120. Mesquite, City of, Texas
4121. Midland, City of, Texas

4122. Midland, County of, Texas
4123. Midlothian, City of, Texas
4124. Milam, County of, Texas
4125. Mineral Wells, City of, Texas
4126. Mission, City of, Texas
4127. Missouri City, City of, Texas
4128. Montague, County of, Texas
4129. Montgomery, County of, Texas
4130. Moore, County of, Texas
4131. Morris, County of, Texas
4132. Mount Pleasant, City of, Texas
4133. Murphy, City of, Texas
4134. Nacogdoches, City of, Texas
4135. Nacogdoches, County of, Texas
4136. Navarro, County of, Texas
4137. Nederland, City of, Texas
4138. New Braunfels, City of, Texas
4139. Newton, County of, Texas
4140. Nolan, County of, Texas
4141. North Richland Hills, City of, Texas
4142. Nueces, County of, Texas
4143. Odessa, City of, Texas
4144. Orange, City of, Texas
4145. Orange, County of, Texas
4146. Palestine, City of, Texas
4147. Palo Pinto, County of, Texas
4148. Pampa, City of, Texas
4149. Panola, County of, Texas
4150. Paris, City of, Texas
4151. Parker, County of, Texas
4152. Pasadena, City of, Texas
4153. Pearland, City of, Texas
4154. Pearsall, City of, Texas
4155. Pecos, City of, Texas
4156. Pecos, County of, Texas
4157. Pflugerville, City of, Texas
4158. Pharr, City of, Texas
4159. Plainview, City of, Texas
4160. Plano, City of, Texas
4161. Pleasanton, City of, Texas
4162. Polk, County of, Texas
4163. Port Arthur, City of, Texas
4164. Port Lavaca, City of, Texas
4165. Port Neches, City of, Texas
4166. Portland, City of, Texas
4167. Potter, County of, Texas
4168. Princeton, City of, Texas
4169. Prosper, Town of, Texas
4170. Rains, County of, Texas
4171. Randall, County of, Texas
4172. Raymondville, City of, Texas
4173. Red Oak, City of, Texas
4174. Red River, County of, Texas
4175. Reeves, County of, Texas
4176. Richardson, City of, Texas
4177. Richmond, City of, Texas
4178. Rio Grande City, City of, Texas
4179. Robertson, County of, Texas
4180. Robinson, City of, Texas
4181. Robstown, City of, Texas
4182. Rockport, City of, Texas
4183. Rockwall, City of, Texas
4184. Rockwall, County of, Texas
4185. Roma, City of, Texas
4186. Rosenberg, City of, Texas
4187. Round Rock, City of, Texas
4188. Rowlett, City of, Texas
4189. Royse City, City of, Texas
4190. Runnels, County of, Texas
4191. Rusk, County of, Texas
4192. Sabine, County of, Texas
4193. Sachse, City of, Texas
4194. Saginaw, City of, Texas
4195. San Angelo, City of, Texas
4196. San Antonio, City of, Texas
4197. San Benito, City of, Texas
4198. San Jacinto, County of, Texas
4199. San Juan, City of, Texas
4200. San Marcos, City of, Texas
4201. San Patricio, County of, Texas
4202. Santa Fe, City of, Texas
4203. Schertz, City of, Texas
4204. Scurry, County of, Texas
4205. Seabrook, City of, Texas
4206. Seagoville, City of, Texas
4207. Seguin, City of, Texas
4208. Selma, City of, Texas
4209. Shelby, County of, Texas
4210. Sherman, City of, Texas
4211. Smith, County of, Texas
4212. Snyder, City of, Texas
4213. Socorro, City of, Texas

4214. South Houston, City of, Texas
4215. Southlake, City of, Texas
4216. Stafford, City of, Texas
4217. Starr, County of, Texas
4218. Stephenville, City of, Texas
4219. Sugar Land, City of, Texas
4220. Sulphur Springs, City of, Texas
4221. Sweetwater, City of, Texas
4222. Tarrant, County of, Texas
4223. Taylor, City of, Texas
4224. Taylor, County of, Texas
4225. Temple, City of, Texas
4226. Terrell, City of, Texas
4227. Terry, County of, Texas
4228. Texarkana, City of, Texas
4229. Texas City, City of, Texas
4230. The Colony, City of, Texas
4231. Titus, County of, Texas
4232. Tom Green, County of, Texas
4233. Tomball, City of, Texas
4234. Travis, County of, Texas
4235. Trinity, County of, Texas
4236. Trophy Club, Town of, Texas
4237. Tyler, City of, Texas
4238. Tyler, County of, Texas
4239. Universal City, City of, Texas
4240. University Park, City of, Texas
4241. Upshur, County of, Texas
4242. Uvalde, City of, Texas
4243. Uvalde, County of, Texas
4244. Val Verde, County of, Texas
4245. Van Zandt, County of, Texas
4246. Vernon, City of, Texas
4247. Victoria, City of, Texas
4248. Victoria, County of, Texas
4249. Vidor, City of, Texas
4250. Waco, City of, Texas
4251. Walker, County of, Texas
4252. Waller, County of, Texas
4253. Ward, County of, Texas
4254. Washington, County of, Texas
4255. Watauga, City of, Texas
4256. Waxahachie, City of, Texas
4257. Weatherford, City of, Texas
4258. Webb, County of, Texas
4259. Webster, City of, Texas
4260. Weslaco, City of, Texas
4261. West University Place, City of, Texas
4262. Wharton, County of, Texas
4263. White Settlement, City of, Texas
4264. Wichita, County of, Texas
4265. Wichita Falls, City of, Texas
4266. Wilbarger, County of, Texas
4267. Willacy, County of, Texas
4268. Williamson, County of, Texas
4269. Wilson, County of, Texas
4270. Wise, County of, Texas
4271. Wood, County of, Texas
4272. Wylie, City of, Texas
4273. Young, County of, Texas
4274. Zapata, County of, Texas
4275. Zavala, County of, Texas
4276. Alpine, City of, Utah
4277. American Fork, City of, Utah
4278. Bluffdale, City of, Utah
4279. Bountiful, City of, Utah
4280. Box Elder, County of, Utah
4281. Brigham City, City of, Utah
4282. Cache, County of, Utah
4283. Carbon, County of, Utah
4284. Cedar City, City of, Utah
4285. Cedar Hills, City of, Utah
4286. Centerville, City of, Utah
4287. Clearfield, City of, Utah
4288. Clinton, City of, Utah
4289. Cottonwood Heights, City of, Utah
4290. Davis, County of, Utah
4291. Draper, City of, Utah
4292. Duchesne, County of, Utah
4293. Eagle Mountain, City of, Utah
4294. Emery, County of, Utah
4295. Farmington, City of, Utah
4296. Grantsville, City of, Utah
4297. Heber, City of, Utah
4298. Herriman, City of, Utah
4299. Highland, City of, Utah
4300. Holladay, City of, Utah
4301. Hurricane, City of, Utah
4302. Iron, County of, Utah
4303. Juab, County of, Utah
4304. Kaysville, City of, Utah

4305. Kearns metro, Township of, Utah
4306. Layton, City of, Utah
4307. Lehi, City of, Utah
4308. Lindon, City of, Utah
4309. Logan, City of, Utah
4310. Magna metro, Township of, Utah
4311. Mapleton, City of, Utah
4312. Midvale, City of, Utah
4313. Millard, County of, Utah
4314. Millcreek, City of, Utah
4315. Morgan, County of, Utah
4316. Murray, City of, Utah
4317. North Logan, City of, Utah
4318. North Ogden, City of, Utah
4319. North Salt Lake, City of, Utah
4320. Ogden, City of, Utah
4321. Orem, City of, Utah
4322. Payson, City of, Utah
4323. Pleasant Grove, City of, Utah
4324. Pleasant View, City of, Utah
4325. Provo, City of, Utah
4326. Riverton, City of, Utah
4327. Roy, City of, Utah
4328. Salt Lake City, City of, Utah
4329. Salt Lake, County of, Utah
4330. San Juan, County of, Utah
4331. Sandy, City of, Utah
4332. Sanpete, County of, Utah
4333. Santaquin, City of, Utah
4334. Saratoga Springs, City of, Utah
4335. Sevier, County of, Utah
4336. Smithfield, City of, Utah
4337. South Jordan, City of, Utah
4338. South Ogden, City of, Utah
4339. South Salt Lake, City of, Utah
4340. Spanish Fork, City of, Utah
4341. Springville, City of, Utah
4342. St. George, City of, Utah
4343. Summit, County of, Utah
4344. Syracuse, City of, Utah
4345. Taylorsville, City of, Utah
4346. Tooele, City of, Utah
4347. Tooele, County of, Utah
4348. Uintah, County of, Utah
4349. Utah, County of, Utah
4350. Vernal, City of, Utah
4351. Vineyard, Town of, Utah
4352. Wasatch, County of, Utah
4353. Washington, City of, Utah
4354. Washington, County of, Utah
4355. Weber, County of, Utah
4356. West Haven, City of, Utah
4357. West Jordan, City of, Utah
4358. West Point, City of, Utah
4359. West Valley City, City of, Utah
4360. Woods Cross, City of, Utah
4361. Accomack, County of, Virginia
4362. Albemarle, County of, Virginia
4363. Alexandria, City of, Virginia
4364. Alleghany, County of, Virginia
4365. Amelia, County of, Virginia
4366. Amherst, County of, Virginia
4367. Appomattox, County of, Virginia
4368. Arlington, County of, Virginia
4369. Augusta, County of, Virginia
4370. Bedford, County of, Virginia
4371. Blacksburg, Town of, Virginia
4372. Botetourt, County of, Virginia
4373. Bristol, City of, Virginia
4374. Brunswick, County of, Virginia
4375. Buchanan, County of, Virginia
4376. Buckingham, County of, Virginia
4377. Campbell, County of, Virginia
4378. Caroline, County of, Virginia
4379. Carroll, County of, Virginia
4380. Charlotte, County of, Virginia
4381. Charlottesville, City of, Virginia
4382. Chesapeake, City of, Virginia
4383. Chesterfield, County of, Virginia
4384. Christiansburg, Town of, Virginia
4385. Clarke, County of, Virginia
4386. Colonial Heights, City of, Virginia
4387. Culpeper, County of, Virginia
4388. Culpeper, Town of, Virginia
4389. Danville, City of, Virginia
4390. Dickenson, County of, Virginia
4391. Dinwiddie, County of, Virginia
4392. Essex, County of, Virginia
4393. Fairfax, City of, Virginia
4394. Fairfax, County of, Virginia
4395. Falls Church, City of, Virginia
4396. Fauquier, County of, Virginia

4397. Floyd, County of, Virginia
4398. Fluvanna, County of, Virginia
4399. Franklin, County of, Virginia
4400. Frederick, County of, Virginia
4401. Fredericksburg, City of, Virginia
4402. Front Royal, Town of, Virginia
4403. Giles, County of, Virginia
4404. Gloucester, County of, Virginia
4405. Goochland, County of, Virginia
4406. Grayson, County of, Virginia
4407. Greene, County of, Virginia
4408. Greensville, County of, Virginia
4409. Halifax, County of, Virginia
4410. Hampton, City of, Virginia
4411. Hanover, County of, Virginia
4412. Harrisonburg, City of, Virginia
4413. Henrico, County of, Virginia
4414. Henry, County of, Virginia
4415. Herndon, Town of, Virginia
4416. Hopewell, City of, Virginia
4417. Isle of Wight, County of, Virginia
4418. James City, County of, Virginia
4419. King George, County of, Virginia
4420. King William, County of, Virginia
4421. Lancaster, County of, Virginia
4422. Lee, County of, Virginia
4423. Leesburg, Town of, Virginia
4424. Loudoun, County of, Virginia
4425. Louisa, County of, Virginia
4426. Lunenburg, County of, Virginia
4427. Lynchburg, City of, Virginia
4428. Madison, County of, Virginia
4429. Manassas, City of, Virginia
4430. Manassas Park, City of, Virginia
4431. Martinsville, City of, Virginia
4432. Mecklenburg, County of, Virginia
4433. Middlesex, County of, Virginia
4434. Montgomery, County of, Virginia
4435. Nelson, County of, Virginia
4436. New Kent, County of, Virginia
4437. Newport News, City of, Virginia
4438. Norfolk, City of, Virginia
4439. Northampton, County of, Virginia
4440. Northumberland, County of, Virginia
4441. Nottoway, County of, Virginia
4442. Orange, County of, Virginia
4443. Page, County of, Virginia
4444. Patrick, County of, Virginia
4445. Petersburg, City of, Virginia
4446. Pittsylvania, County of, Virginia
4447. Poquoson, City of, Virginia
4448. Portsmouth, City of, Virginia
4449. Powhatan, County of, Virginia
4450. Prince Edward, County of, Virginia
4451. Prince George, County of, Virginia
4452. Prince William, County of, Virginia
4453. Pulaski, County of, Virginia
4454. Purcellville, Town of, Virginia
4455. Radford, City of, Virginia
4456. Richmond, City of, Virginia
4457. Roanoke, City of, Virginia
4458. Roanoke, County of, Virginia
4459. Rockbridge, County of, Virginia
4460. Rockingham, County of, Virginia
4461. Russell, County of, Virginia
4462. Salem, City of, Virginia
4463. Scott, County of, Virginia
4464. Shenandoah, County of, Virginia
4465. Smyth, County of, Virginia
4466. Southampton, County of, Virginia
4467. Spotsylvania, County of, Virginia
4468. Stafford, County of, Virginia
4469. Staunton, City of, Virginia
4470. Suffolk, City of, Virginia
4471. Sussex, County of, Virginia
4472. Tazewell, County of, Virginia
4473. Vienna, Town of, Virginia
4474. Virginia Beach, City of, Virginia
4475. Warren, County of, Virginia
4476. Warrenton, Town of, Virginia
4477. Washington, County of, Virginia
4478. Waynesboro, City of, Virginia
4479. Westmoreland, County of, Virginia
4480. Williamsburg, City of, Virginia
4481. Winchester, City of, Virginia
4482. Wise, County of, Virginia
4483. Wythe, County of, Virginia
4484. York, County of, Virginia
4485. Aberdeen, City of, Washington
4486. Adams, County of, Washington
4487. Anacortes, City of, Washington
4488. Arlington, City of, Washington

4489. Asotin, County of, Washington
4490. Auburn, City of, Washington
4491. Bainbridge Island, City of, Washington
4492. Battle Ground, City of, Washington
4493. Bellevue, City of, Washington
4494. Bellingham, City of, Washington
4495. Benton, County of, Washington
4496. Bonney Lake, City of, Washington
4497. Bothell, City of, Washington
4498. Bremerton, City of, Washington
4499. Burien, City of, Washington
4500. Camas, City of, Washington
4501. Centralia, City of, Washington
4502. Chelan, County of, Washington
4503. Cheney, City of, Washington
4504. Clallam, County of, Washington
4505. Clark, County of, Washington
4506. Covington, City of, Washington
4507. Cowlitz, County of, Washington
4508. Des Moines, City of, Washington
4509. Douglas, County of, Washington
4510. East Wenatchee, City of, Washington
4511. Edgewood, City of, Washington
4512. Edmonds, City of, Washington
4513. Ellensburg, City of, Washington
4514. Enumclaw, City of, Washington
4515. Everett, City of, Washington
4516. Federal Way, City of, Washington
4517. Ferndale, City of, Washington
4518. Fife, City of, Washington
4519. Franklin, County of, Washington
4520. Gig Harbor, City of, Washington
4521. Grandview, City of, Washington
4522. Grant, County of, Washington
4523. Grays Harbor, County of, Washington
4524. Island, County of, Washington
4525. Issaquah, City of, Washington
4526. Jefferson, County of, Washington
4527. Kelso, City of, Washington
4528. Kenmore, City of, Washington
4529. Kennewick, City of, Washington
4530. Kent, City of, Washington
4531. King, County of, Washington
4532. Kirkland, City of, Washington
4533. Kitsap, County of, Washington
4534. Kittitas, County of, Washington
4535. Klickitat, County of, Washington
4536. Lacey, City of, Washington
4537. Lake Forest Park, City of, Washington
4538. Lake Stevens, City of, Washington
4539. Lakewood, City of, Washington
4540. Lewis, County of, Washington
4541. Liberty Lake, City of, Washington
4542. Lincoln, County of, Washington
4543. Longview, City of, Washington
4544. Lynden, City of, Washington
4545. Lynnwood, City of, Washington
4546. Maple Valley, City of, Washington
4547. Marysville, City of, Washington
4548. Mason, County of, Washington
4549. Mercer Island, City of, Washington
4550. Mill Creek, City of, Washington
4551. Monroe, City of, Washington
4552. Moses Lake, City of, Washington
4553. Mount Vernon, City of, Washington
4554. Mountlake Terrace, City of, Washington
4555. Mukilteo, City of, Washington
4556. Newcastle, City of, Washington
4557. Oak Harbor, City of, Washington
4558. Okanogan, County of, Washington
4559. Olympia, City of, Washington
4560. Pacific, County of, Washington
4561. Pasco, City of, Washington
4562. Pend Oreille, County of, Washington
4563. Pierce, County of, Washington
4564. Port Angeles, City of, Washington
4565. Port Orchard, City of, Washington
4566. Poulsbo, City of, Washington
4567. Pullman, City of, Washington
4568. Puyallup, City of, Washington
4569. Redmond, City of, Washington
4570. Renton, City of, Washington
4571. Richland, City of, Washington
4572. Sammamish, City of, Washington
4573. San Juan, County of, Washington
4574. SeaTac, City of, Washington
4575. Seattle, City of, Washington

4576. Sedro-Woolley, City of, Washington
4577. Shelton, City of, Washington
4578. Shoreline, City of, Washington
4579. Skagit, County of, Washington
4580. Skamania, County of, Washington
4581. Snohomish, City of, Washington
4582. Snohomish, County of, Washington
4583. Snoqualmie, City of, Washington
4584. Spokane, City of, Washington
4585. Spokane, County of, Washington
4586. Spokane Valley, City of, Washington
4587. Stevens, County of, Washington
4588. Sumner, City of, Washington
4589. Sunnyside, City of, Washington
4590. Tacoma, City of, Washington
4591. Thurston, County of, Washington
4592. Tukwila, City of, Washington
4593. Tumwater, City of, Washington
4594. University Place, City of, Washington
4595. Vancouver, City of, Washington
4596. Walla Walla, City of, Washington
4597. Walla Walla, County of, Washington
4598. Washougal, City of, Washington
4599. Wenatchee, City of, Washington
4600. West Richland, City of, Washington
4601. Whatcom, County of, Washington
4602. Whitman, County of, Washington
4603. Woodinville, City of, Washington
4604. Yakima, City of, Washington
4605. Yakima, County of, Washington
4606. Adams, County of, Wisconsin
4607. Allouez, Village of, Wisconsin
4608. Appleton, City of, Wisconsin
4609. Ashland, County of, Wisconsin
4610. Ashwaubenon, Village of, Wisconsin
4611. Baraboo, City of, Wisconsin
4612. Barron, County of, Wisconsin
4613. Bayfield, County of, Wisconsin
4614. Beaver Dam, City of, Wisconsin
4615. Bellevue, Village of, Wisconsin
4616. Beloit, City of, Wisconsin
4617. Brookfield, City of, Wisconsin
4618. Brown, County of, Wisconsin
4619. Brown Deer, Village of, Wisconsin
4620. Buffalo, County of, Wisconsin
4621. Burlington, City of, Wisconsin
4622. Burnett, County of, Wisconsin
4623. Caledonia, Village of, Wisconsin
4624. Calumet, County of, Wisconsin
4625. Cedarburg, City of, Wisconsin
4626. Chippewa, County of, Wisconsin
4627. Chippewa Falls, City of, Wisconsin
4628. Clark, County of, Wisconsin
4629. Columbia, County of, Wisconsin
4630. Crawford, County of, Wisconsin
4631. Cudahy, City of, Wisconsin
4632. Dane, County of, Wisconsin
4633. De Pere, City of, Wisconsin
4634. DeForest, Village of, Wisconsin
4635. Dodge, County of, Wisconsin
4636. Door, County of, Wisconsin
4637. Douglas, County of, Wisconsin
4638. Dunn, County of, Wisconsin
4639. Eau Claire, City of, Wisconsin
4640. Eau Claire, County of, Wisconsin
4641. Elkhorn, City of, Wisconsin
4642. Fitchburg, City of, Wisconsin
4643. Fond du Lac, City of, Wisconsin
4644. Fond du Lac, County of, Wisconsin
4645. Fort Atkinson, City of, Wisconsin
4646. Fox Crossing, Village of, Wisconsin
4647. Franklin, City of, Wisconsin
4648. Germantown, Village of, Wisconsin
4649. Glendale, City of, Wisconsin
4650. Grafton, Village of, Wisconsin
4651. Grand Chute, Town of, Wisconsin
4652. Grant, County of, Wisconsin
4653. Green Bay, City of, Wisconsin
4654. Green, County of, Wisconsin
4655. Green Lake, County of, Wisconsin
4656. Greendale, Village of, Wisconsin
4657. Greenfield, City of, Wisconsin
4658. Greenville, Town of, Wisconsin
4659. Harrison, Village of, Wisconsin
4660. Hartford, City of, Wisconsin
4661. Hobart, Village of, Wisconsin
4662. Holmen, Village of, Wisconsin
4663. Howard, Village of, Wisconsin
4664. Hudson, City of, Wisconsin
4665. Iowa, County of, Wisconsin
4666. Jackson, County of, Wisconsin

4667. Janesville, City of, Wisconsin
4668. Jefferson, County of, Wisconsin
4669. Juneau, County of, Wisconsin
4670. Kaukauna, City of, Wisconsin
4671. Kenosha, City of, Wisconsin
4672. Kenosha, County of, Wisconsin
4673. Kewaunee, County of, Wisconsin
4674. La Crosse, City of, Wisconsin
4675. La Crosse, County of, Wisconsin
4676. Lafayette, County of, Wisconsin
4677. Langlade, County of, Wisconsin
4678. Lincoln, County of, Wisconsin
4679. Lisbon, Town of, Wisconsin
4680. Little Chute, Village of, Wisconsin
4681. Madison, City of, Wisconsin
4682. Manitowoc, City of, Wisconsin
4683. Manitowoc, County of, Wisconsin
4684. Marathon, County of, Wisconsin
4685. Marinette, City of, Wisconsin
4686. Marinette, County of, Wisconsin
4687. Marquette, County of, Wisconsin
4688. Marshfield, City of, Wisconsin
4689. Menasha, City of, Wisconsin
4690. Menomonee Falls, Village of, Wisconsin
4691. Menomonie, City of, Wisconsin
4692. Mequon, City of, Wisconsin
4693. Middleton, City of, Wisconsin
4694. Milwaukee, City of, Wisconsin
4695. Milwaukee, County of, Wisconsin
4696. Monroe, City of, Wisconsin
4697. Monroe, County of, Wisconsin
4698. Mount Pleasant, Village of, Wisconsin
4699. Muskego, City of, Wisconsin
4700. Neenah, City of, Wisconsin
4701. New Berlin, City of, Wisconsin
4702. Oak Creek, City of, Wisconsin
4703. Oconomowoc, City of, Wisconsin
4704. Oconto, County of, Wisconsin
4705. Onalaska, City of, Wisconsin
4706. Oneida, County of, Wisconsin
4707. Oregon, Village of, Wisconsin
4708. Oshkosh, City of, Wisconsin
4709. Outagamie, County of, Wisconsin
4710. Ozaukee, County of, Wisconsin
4711. Pewaukee, City of, Wisconsin
4712. Pierce, County of, Wisconsin
4713. Platteville, City of, Wisconsin
4714. Pleasant Prairie, Village of, Wisconsin
4715. Plover, Village of, Wisconsin
4716. Polk, County of, Wisconsin
4717. Port Washington, City of, Wisconsin
4718. Portage, City of, Wisconsin
4719. Portage, County of, Wisconsin
4720. Price, County of, Wisconsin
4721. Racine, City of, Wisconsin
4722. Racine, County of, Wisconsin
4723. Richfield, Village of, Wisconsin
4724. Richland, County of, Wisconsin
4725. River Falls, City of, Wisconsin
4726. Rock, County of, Wisconsin
4727. Rusk, County of, Wisconsin
4728. Salem Lakes, Village of, Wisconsin
4729. Sauk, County of, Wisconsin
4730. Sawyer, County of, Wisconsin
4731. Shawano, County of, Wisconsin
4732. Sheboygan, City of, Wisconsin
4733. Sheboygan, County of, Wisconsin
4734. Shorewood, Village of, Wisconsin
4735. South Milwaukee, City of, Wisconsin
4736. St. Croix, County of, Wisconsin
4737. Stevens Point, City of, Wisconsin
4738. Stoughton, City of, Wisconsin
4739. Suamico, Village of, Wisconsin
4740. Sun Prairie, City of, Wisconsin
4741. Superior, City of, Wisconsin
4742. Sussex, Village of, Wisconsin
4743. Taylor, County of, Wisconsin
4744. Trempealeau, County of, Wisconsin
4745. Two Rivers, City of, Wisconsin
4746. Vernon, County of, Wisconsin
4747. Verona, City of, Wisconsin
4748. Vilas, County of, Wisconsin
4749. Walworth, County of, Wisconsin
4750. Washburn, County of, Wisconsin
4751. Washington, County of, Wisconsin
4752. Watertown, City of, Wisconsin
4753. Waukesha, City of, Wisconsin
4754. Waukesha, County of, Wisconsin

4755. Waunakee, Village of, Wisconsin
4756. Waupaca, County of, Wisconsin
4757. Waupun, City of, Wisconsin
4758. Wausau, City of, Wisconsin
4759. Waushara, County of, Wisconsin
4760. Wauwatosa, City of, Wisconsin
4761. West Allis, City of, Wisconsin
4762. West Bend, City of, Wisconsin
4763. Weston, Village of, Wisconsin
4764. Whitefish Bay, Village of, Wisconsin
4765. Whitewater, City of, Wisconsin
4766. Winnebago, County of, Wisconsin
4767. Wisconsin Rapids, City of, Wisconsin
4768. Wood, County of, Wisconsin
4769. Albany, County of, Wyoming
4770. Big Horn, County of, Wyoming
4771. Campbell, County of, Wyoming
4772. Carbon, County of, Wyoming
4773. Casper, City of, Wyoming
4774. Cheyenne, City of, Wyoming
4775. Converse, County of, Wyoming
4776. Evanston, City of, Wyoming
4777. Fremont, County of, Wyoming
4778. Gillette, City of, Wyoming
4779. Goshen, County of, Wyoming
4780. Green River, City of, Wyoming
4781. Jackson, Town of, Wyoming
4782. Laramie, City of, Wyoming
4783. Laramie, County of, Wyoming
4784. Lincoln, County of, Wyoming
4785. Natrona, County of, Wyoming
4786. Park, County of, Wyoming
4787. Riverton, City of, Wyoming
4788. Rock Springs, City of, Wyoming
4789. Sheridan, City of, Wyoming
4790. Sheridan, County of, Wyoming
4791. Sweetwater, County of, Wyoming
4792. Teton, County of, Wyoming
4793. Uinta, County of, Wyoming

Illustrative List of Released Entities for The Kroger Co.

84.51 HQ Building Company, LLC [Ohio]

84.51 LLC [Ohio]

AD-RX Pharmacy

Alpha Beta Company [California]

America's Beverage Company

Ansonborough Square Investors I, LLC [Delaware]

Ansonborough Square Retail, LLC [South Carolina]

Ascent Health Services LLC [Delaware]

Axium Healthcare Pharmacy, Inc.

Axium Healthcare Pharmacy Puerto Rico

Axium Ocoee Pharmacy, LLC

Axium Pharmacy Holdings, Inc.

Baker’s

Baker's Supermarkets

Bay Area Warehouse Stores, Inc. [California]

Beech Tree Holdings, LLC [Delaware]

Bleecker Ventures LLC [New York]

Bluefield Beverage Company [Ohio]

Box Cutter, Inc. [New York]

Cala Co. [Delaware]

Cala Foods, Inc. [California]

CB&S Advertising Agency, Inc. [Oregon]

Cheeses of All Nations, Inc. [New York]

Chef’s Choice Catering

City Market

City Market Fuel Center

City Market Pharmacy

Columbus Central Fill

Country Oven Bakery

Country Oven, Inc. [Ohio]

Crawford Stores, Inc. [California]

Creedmoor Retail, LLC [North Carolina]

Crossroad Farms Dairy

Dillon Companies, Inc.

Dillon Companies, LLC [Kansas]

Dillon Real Estate Co., Inc. [Kansas]

Dillons

Dillons Marketplace

Dillons Pharmacy

Distribution Trucking Company [Oregon]

Dotto, Inc. [Indiana]

Edgewood Plaza Holdings, LLC [Ohio]

Embassy International, Inc. [Ohio]

Econdisc Contracting Solutions, LLC [Delaware]

Farmacia Doral, Inc. [Puerto Rico]

FM, Inc. [Utah]

FMJ Ecommerce

FMJ, Inc. [Delaware]

Food 4 Less

Food 4 Less GM, Inc. [California]

Food 4 Less Holdings, Inc. [Delaware]

Food 4 Less Merchandising, Inc. [California]

Food 4 Less Midwest

Food 4 Less of California, Inc. [California]

Food 4 Less of Southern California, Inc. [Delaware]

Foods Co.

Foods Plus

Fred Meyer

Fred Meyer Cork & Tap

Fred Meyer Fuel Center

Fred Meyer Fuel Stop

Fred Meyer Jewelers

Fred Meyer Jewelers Mail Order

Fred Meyer Jewelers, Inc. [California]

Fred Meyer Pharmacy

Fred Meyer Stores, Inc. [Ohio]

Fred Meyer, Inc. [Delaware]

fredmeyerjewelers.com

Fresh Distribution Services LLC [Ohio]

Fry’s Food Stores

Fry’s Marketplace

Fry’s Mercado

Gene Maddy Drugs

Gerbes Supermarkets

Glasswing Labs LLC [Ohio]

Glendale/Goodwin Realty I, LLC [Ohio]

Grubstake Investments, LLC [Oregon]

Harris Teeter

Harris Teeter Properties, LLC [North Carolina]

Harris Teeter Supermarkets, Inc. [North Carolina]

Harris Teeter, LLC [North Carolina]

Harris-Teeter Services, Inc. [North Carolina]

Healthy Options Inc. [Delaware]

Henpil, Inc. [Texas]

Home Chef

Hood-Clayton Logistics LLC [Georgia]

HT Fuel DE, LLC [Delaware]

HT Fuel NC, LLC [North Carolina]

HT Fuel SC, LLC [South Carolina]

HT Fuel VA, LLC [Virginia]

HTGBD, LLC [North Carolina]

HTP Bluffton, LLC [North Carolina]

HTP Plaza LLC [North Carolina]

HTP Relo, LLC [North Carolina]

HTPS, LLC [North Carolina]

HTTAH, LLC [North Carolina]

Hughes Markets, Inc. [California]

Hughes Realty, Inc. [California]

I.T.A., Inc. [Wisconsin]

Inter American Products, Inc. [Ohio]

Inter-American Foods, Inc. [Ohio]

Inter-American Products

IRP, LLC [Wisconsin]

ITAC 119, LLC [North Carolina]

ITAC 265, LLC [North Carolina]

J.V. Distributing, Inc. [Michigan]

JayC Food Stores

Jondex Corp. [Wisconsin]

Jubilee Carolina, LLC [North Carolina]

K. B. Specialty Foods

KCDE – 2013, LLC [Ohio]

KCDE-2 LLC [Ohio]

KCDE-3 LLC [Ohio]

KCDE-4 LLC [Ohio]

KCDE-5 LLC [Ohio]

KDL

Kee Trans, Inc. [Wisconsin]

Kenlake Foods

Kentucky Distribution Center

Kessel Food Markets

Kessel Pharmacies

Kettle Merger Sub, Inc. [Delaware]

KGO LLC [Ohio]

King Soopers

King Soopers Fresh Fare

King Soopers Fuel Center

King Soopers Marketplace

Kiosk Medicine Kentucky, LLC [Kentucky]

Kiosk Medicine Kentucky PSC

Kirkpatrick West Retail, LLC [Virginia]

Kitchen 1883

KPF, LLC [Delaware]

KPS, LLC [Ohio]

KRGP LLC [Ohio]

KRLP Inc. [Ohio]

Kroger

Kroger Community Development Entity, LLC [Ohio]

Kroger Dedicated Logistics Co. [Ohio]

Kroger Fresh Fare

Kroger Fulfillment Network, LLC [Ohio]

Kroger G.O. LLC [Ohio]

Kroger Health

Kroger Health Navigator LLC [Ohio]

Kroger HQ LLC [Ohio]

Kroger Limited Partnership I [Ohio]

Kroger Limited Partnership II [Ohio]

Kroger LM Real Estate Holdings, LLC [Ohio]

Kroger Management – Corryville, LLC [Ohio]

Kroger Management – NMTC Athens I, LLC [Ohio]

Kroger Management – NMTC Champaign I, LLC [Ohio]

Kroger Management – NMTC Champaign II, LLC [Ohio]

Kroger Management – NMTC Cincinnati I, LLC [Ohio]

Kroger Management – NMTC Danville I, LLC [Ohio]

Kroger Management – NMTC Logansport I, LLC [Ohio]

Kroger Management – NMTC Missouri I, LLC [Ohio]

Kroger Management – NMTC Olney I, LLC [Ohio]

Kroger Management – NMTC Omaha I, LLC [Ohio]

Kroger Management – NMTC Portsmouth I, LLC [Ohio]

Kroger Management Co. [Michigan]

Kroger Marketplace

Kroger MC Holdings, LLC [Ohio]

Kroger MTL Management, LLC [Ohio]

Kroger NMTC Fremont I, LLC [Ohio]

Kroger Opportunity Fund I, Inc. [Ohio]

Kroger OZ1 Inc. [Ohio]

Kroger OZ1 LLC [Ohio]

Kroger OZ2 Inc. [Ohio]

Kroger OZ2 LLC [Ohio]

Kroger OZ3 LLC [Ohio]

Kroger OZ3 Inc. [Ohio]

Kroger Pharmacy

Kroger Prescription Plans, Inc. [Ohio]

Kroger Specialty Infusion AL

Kroger Specialty Infusion AL, LLC [Alabama]

Kroger Specialty Infusion CA

Kroger Specialty Infusion CA, LLC [California]

Kroger Specialty Infusion FL 2

Kroger Specialty Infusion Holdings, Inc. [Delaware]

Kroger Specialty Infusion TX

Kroger Specialty Infusion TX, LLC [Texas]

Kroger Specialty Pharmacy CA

Kroger Specialty Pharmacy CA 2, LLC

Kroger Specialty Pharmacy CA 3

Kroger Specialty Pharmacy CA 4

Kroger Specialty Pharmacy CA, LLC [Delaware]

Kroger Specialty Pharmacy FL

Kroger Specialty Pharmacy FL 2 LLC [Delaware]

Kroger Specialty Pharmacy Holdings 2, Inc. [Delaware]

Kroger Specialty Pharmacy Holdings 3, LLC [Delaware]

Kroger Specialty Pharmacy Holdings I, Inc. [Delaware]

Kroger Specialty Pharmacy Holdings, Inc. [Delaware]

Kroger Specialty Pharmacy LA

Kroger Specialty Pharmacy LA, LLC [Louisiana]

Kroger Specialty Pharmacy MS

Kroger Specialty Pharmacy Puerto Rico

Kroger Specialty Pharmacy TX

Kroger Specialty Pharmacy, Inc. [Florida]

Kroger Texas L.P. [Ohio]

KV Anderson, LLC [Delaware]

Latta Village, LLC [North Carolina]

LCGP3 Home Cooking, Inc. [Delaware]

Littman Jewelers

littmanjewelers.com

Local Mkt LLC [Ohio]

Main & Vine LLC [Ohio]

Main Street Spirits LLC [Ohio]

Mariano’s

Mariano’s Pharmacy

Matthews Property 1, LLC [North Carolina]

Mega Marts, LLC [Wisconsin]

Metro Market

Michigan Dairy

Michigan Dairy, L.L.C. [Michigan]

Modern HC Holdings, Inc.

Modern HC Pharmacy, Inc.

ModernHEALTH Specialty (AD-RX), LLC

ModernHEALTH Specialty (PX), LLC

Murray’s Cheese

Murray’s Cheese Bar

Murray’s Cheese LLC [Ohio]

Murray’s LIC LLC [New York]

Murray’s Table

Murray’s Table LLC [New York]

Owen's Supermarket

Pace Dairy Foods Company [Ohio]

Pace Dairy of Indiana

Paramount Logistics, LLC [Ohio]

Pay Less Super Markets

Pay Less Super Markets, Inc. [Indiana]

Peyton’s Fountain

Peyton’s Phoenix

Peyton's Mid-South Company

Peyton's Northern

Peyton's Southeastern

Peyton's-Southeastern, Inc. [Tennessee]

Pick ‘n Save

Plum Labs LLC [Ohio]

Pontiac Foods, Inc. [South Carolina]

Postal Prescription Services

Q20 Pub

QFC

QFC Cork & Tap

QFC Fuel Station/Center

QFC Fuel Stop

Quality Food Centers

Queen City Assurance, Inc. [Vermont]

Ralphs

Ralphs Fresh Fare

Ralphs Grocery Company [Ohio]

RBF, LLC [Wisconsin]

RCK Foods

Relish Labs LLC [Delaware]

Retail Procurement Alliance LLC [Delaware]

RGC Southeast Properties LLC [Ohio]

Rocket Newco, Inc. [Texas]

Roundy's Acquisition Corp. [Delaware]

Roundy's Illinois, LLC [Wisconsin]

Roundy's Supermarkets, Inc. [Wisconsin]

Roundy's, Inc. [Delaware]

Ruler Foods

Second Story, Inc. [Washington]

Shop-Rite, LLC [Wisconsin]

Smith's Beverage of Wyoming, Inc. [Wyoming]

Smith's Express

Smith's Food & Drug

Smith's Food & Drug Centers, Inc. [Ohio]

Smith's Fuel Centers

Smith's Marketplace

Stallings Investors I, LLC [North Carolina]

Sunrise R&D Holdings, LLC [Ohio]

Sunrise Technology LLC [Ohio]

Swan Island Dairy

The Kroger Co.

The Kroger Co. of Michigan [Michigan]

The Little Clinic

The Little Clinic LLC [Delaware]

The Little Clinic Management Services LLC [Delaware]

The Little Clinic of Arizona LLC [Delaware]

The Little Clinic of Colorado LLC [Delaware]

The Little Clinic of Florida LLC

The Little Clinic of Georgia LLC

The Little Clinic of IN LLC [Delaware]

The Little Clinic of Indiana LLC [Indiana]

The Little Clinic of Kansas LLC [Delaware]

The Little Clinic of MI, LLC

The Little Clinic of Michigan LLC [Delaware]

The Little Clinic of Mississippi LLC [Delaware]

The Little Clinic of Ohio LLC [Ohio]

The Little Clinic of Oregon LLC

The Little Clinic of Tennessee LLC [Delaware]

The Little Clinic of Texas LLC

The Little Clinic of TX LLC [Delaware]

The Little Clinic of Virginia LLC

The Little Clinic of VA LLC [Delaware]

TLC of MI, LLC [Michigan]

The Little Clinic of Michigan LLC [Delaware]

The Little Clinic of Washington LLC [Delaware]

TLC Corporate Services LLC [Delaware]

TLC Immunization Clinic LLC [Delaware]

TLC of Georgia LLC [Delaware]

TLC Physician Services of Texas, Inc.

TLCRx, LLC

TLCRx Holdings, LLC

Topvalco, Inc. [Ohio]

Total Life Care Rx Pharmacy, LLC

Ultimate Mart, LLC [Wisconsin]

Ultra Mart Foods, LLC [Wisconsin]

Vandervoort Dairy Foods Company

Vine Court Assurance Incorporated [Vermont]

Vitacost.com, Inc. [Delaware]

Winchester Farms Dairy

Woodmont Holdings, LLC [North Carolina]

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT L

Settlement Fund Administrator Terms

[Exhibit to be inserted prior to the Effective Date]

EXHIBIT M-1: PAYMENT SCHEDULE

Payment Year and Payment Date	Maximum Annual Fees Payment (See Exhibit M-3)	Maximum Annual Remediation Payment (See Exhibit M-2)	Annual Maximum
Year 1 March 31, 2024	$28,800,000.00	$109,090,909.09	$ 137,890,909.09
Year 2 March 31, 2025	$28,800,000.00	$109,090,909.09	$ 137,890,909.09
Year 3 March 31, 2026	$28,800,000.00	$109,090,909.09	$ 137,890,909.09
Year 4 March 31, 2027	$28,800,000.00	$109,090,909.09	$ 137,890,909.09
Year 5 March 31, 2028	$28,800,000.00	$109,090,909.09	$ 137,890,909.09
Year 6 March 31, 2029	$28,800,000.00	$109,090,909.09	$ 137,890,909.09
Year 7 March 31, 2030	---	$109,090,909.09	$109,090,909.09
Year 8 March 31, 2031	---	$109,090,909.09	$109,090,909.09
Year 9 March 31, 2032	---	$109,090,909.09	$109,090,909.09
Year 10 March 31, 2033	---	$109,090,909.09	$109,090,909.09
Year 11 March 31, 2034	---	$109,090,909.10	$109,090,909.10
Total	**$172,800,000.00**	**$1,200,000,000.00**	**$1,372,800,000.00**

EXHIBIT M-2: MAXIMUM ANNUAL REMEDIATION PAYMENT SCHEDULE
(See Notes on next page)

Payment Year	Maximum Base Payments (38%)	Maximum Incentive Payment A (62%)	Maximum Incentive Payment BC (59%)	Maximum Incentive Payment D (10%)	Maximum Annual Remediation Payment
Year 1	$109,090,909.09	---	---	---	$109,090,909.09
Year 2	$ 34,690,909.09	$74,400,000.00	$74,400,000.00	---	$109,090,909.09
Year 3	$34,690,909.09	$74,400,000.00	$74,400,000.00	---	$109,090,909.09
Year 4	$34,690,909.09	$74,400,000.00	$74,400,000.00	---	$109,090,909.09
Year 5	$34,690,909.09	$74,400,000.00	$74,400,000.00	---	$109,090,909.09
Year 6	$34,690,909.09	$74,400,000.00	$68,400,000.00	$20,000,000.00	$109,090,909.09
Year 7	$34,690,909.09	$74,400,000.00	$68,400,000.00	$20,000,000.00	$109,090,909.09
Year 8	$34,690,909.09	$74,400,000.00	$68,400,000.00	$20,000,000.00	$109,090,909.09
Year 9	$34,690,909.09	$74,400,000.00	$68,400,000.00	$20,000,000.00	$109,090,909.09
Year 10	$34,690,909.09	$74,400,000.00	$68,400,000.00	$20,000,000.00	$109,090,909.09
Year 11	$34,690,909.10	$74,400,000.00	$68,400,000.00	$20,000,000.00	$109,090,909.10
Total	**$456,000,000.00**	**$744,000,000.00**	**$708,000,000.00**	**$120,000,000.00**	**$1,200,000,000.00**

NOTES TO EXHIBIT M-2:

1. All figures for the Maximum Base Payment, Maximum Incentive A Payment, and Maximum Incentive Payment BC are maximum figures that reflect the following:
   - An assumption that all Eligible States are Settling States.
   - An assumption that all Settling States earn the full amount of the relevant incentive payment.

2. All figures for the Maximum Incentive Payment D show the amount earned based on all Settling States obtaining its maximum value of 10%, and reflect the following:
   - An assumption that all Eligible States are Settling States.
   - An assumption that all Settling States are eligible for Incentive Payment D in every Payment Year in which Incentive D is paid.

3. All figures for the Maximum Annual Remediation Payment reflect the following:
   - An assumption that all Eligible States are Settling States.
   - An assumption that each Settling State earn the maximum amount of the available Incentive Payment by either qualifying for Incentive Payment A, or the combination of obtaining a 100% participation percentage for Incentive Payment BC and earning Incentive Payment D at a value of 3%).

4. Pursuant to the terms of the Settlement Agreement, Kroger will never have to pay both the Maximum Incentive Payment BC and Maximum Incentive Payment D.

5. Any offsets for Eligible States that are Non-Settling States would be deducted from the Maximum Base Payment, Maximum Incentive Payments (A, BC, and D), and Maximum Annual Remediation Payment by subtracting the amount of the payment times the Overall State Allocation Percentage for each Non-Settling State.

6. A Settling State may receive Base Payments and Incentive Payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage in Year 11 if it is eligible to receive an Earnback Payment. The maximum aggregate Earnback Payment for all Settling States shall be lesser of the Total Unearned Incentive Payments for all Settling States, or $24 million.

EXHIBIT M-3: ANNUAL FEES PAYMENT SCHEDULE

Payment Year	Maximum Exhibit R Attorney Fee and Cost Funds	State Cost Fund	Maximum State Outside Counsel Fee Fund	Maximum Additional Remediation Amount	Maximum Annual Fees Payment
Year 1	$24,800,000.00	$4,000,000.00	---	---	$28,800,000.00
Year 2	$24,800,000.00	$4,000,000.00	---	---	$28,800,000.00
Year 3	$24,800,000.00	---	$4,000,000.00	---	$28,800,000.00
Year 4	$24,800,000.00	---	$4,000,000.00	---	$28,800,000.00
Year 5	$24,800,000.00	---	---	$4,000,000.00	$28,800,000.00
Year 6	$24,800,000.00	---	---	$4,000,000.00	$28,800,000.00
Total	**$148,800,000.00**	**$8,000,000.00**	**$8,000,000.00**	**$8,000,000.00**	**$172,800,000.00**

Exhibit N
Additional Remediation Amount Allocation Percentages

Alabama	1.7152787070%
Arizona	5.9800876654%
Arkansas	1.1808099025%
California	10.6637674536%
Colorado	6.0882035192%
Delaware	0.2375520204%
District of Columbia	0.1934446040%
Florida	1.5103278758%
Georgia	4.8106639496%
Idaho	0.8370243518%
Illinois	3.5752351537%
Indiana	3.7562872084%
Kansas	2.1269585440%
Kentucky	5.0788761771%
Louisiana	1.5747183980%
Maryland	1.1342694829%
Michigan	3.6565857006%
Mississippi	0.9269657878%
Missouri	2.1557235080%
Montana	0.3359351316%
Nebraska	0.4483689411%
Nevada	2.3309101829%
North Carolina	3.4934582851%
Ohio	11.7688096174%
Oregon	3.4072154665%
South Carolina	1.6544897238%
Tennessee	3.7484829624%
Texas	6.7641163029%
Virginia	2.4507285691%
Washington	4.1476226956%
Wisconsin	1.8898205597%
Wyoming	0.3572615522%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval*. A State-Subdivision Agreement shall be deemed as agreed to when it has been approved by the State and either (a) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes do not function as local governments, 15% of or more of the Settling State's non-county Subdivisions), by number.

2. *Approval Authority*. Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.

3. *Population Percentage Calculation*. For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes[1] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) two hundred percent (200%) of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) two hundred percent (200%) of the State's population. A "*Primary Incorporated Municipality*" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population; provided that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to two hundred percent (200%) of its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each non-county Subdivision (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.

4. *Preexisting Agreements and Statutory Provisions*. A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

[1] Certain states do not have counties or parishes that have functional governments, including Alaska.

5. *Revised Agreements*. A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Pharmacy Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms

I. INTRODUCTION

1. Except where these Injunctive Terms specify a different implementation period, Kroger shall implement the Injunctive Terms set forth below in Sections II through XVIII by the Injunctive Terms Implementation Date (defined below).

2. To the extent that Kroger already has in place positions, committees, departments, policies or programs that satisfy the Injunctive Terms, no re-naming or other change is required by these Injunctive Terms.

3. Overview

   a. Kroger will implement or maintain a Controlled Substance Compliance Program ("CSCP").

   b. The CSCP must include written standard operating procedures and/or corporate policies (the "CSCP Policies and Procedures") required by these Injunctive Terms.

   c. The CSCP shall apply during the term of these Injunctive Terms, to each of Kroger's retail pharmacy stores that dispense Schedule II Designated Controlled Substances and are registered or licensed with each Settling State.

   d. Kroger shall provide a copy of the relevant CSCP Policies and Procedures to each Settling State within sixty (60) days of the Injunctive Terms Implementation Date. To the extent any implementation is expected to require additional time, the Parties agree to work together in good faith to establish a timeline for implementation. No later than thirty (30) days after the Injunctive Terms Implementation Date, each Settling State shall identify the person or office to whom Kroger must provide a copy of the relevant CSCP Policies and Procedures and any other State-specific reporting required under these Injunctive Terms.

   e. Settling States shall form the States Injunctive Relief Committee to serve as a point of contact for Kroger and to perform such other roles as set forth herein. Upon the committee's formation, Settling States shall provide notice to Kroger of the members of the committee.

4. Compliance with Laws

   a. Kroger acknowledges and agrees that its pharmacies must comply with applicable state and federal laws, regulations, and rules, including those

regarding the dispensing of Controlled Substances. The requirements of these Injunctive Terms are in addition to, and not in lieu of, any other requirements of federal, state, or local law. Nothing in the Injunctive Terms shall be construed as relieving Kroger of the obligation of its pharmacies to comply with all federal, state and local laws, regulations or rules, nor shall any of the provisions of the Injunctive Terms be deemed as permission for Kroger to engage in any acts or practices prohibited by such laws, regulations or rules.

b. The Injunctive Terms are not intended to and shall not be interpreted to prevent Kroger from taking or implementing any other compliance or policy steps that are more restrictive or that are necessary to conform with federal, state, or local legal requirements, unless such steps would conflict with State or local law. The Injunctive Terms are not intended to and shall not be interpreted to require Kroger to inventory any Controlled Substances or any particular Controlled Substances or to require dispensing of any Controlled Substances or of any individual, types, subsets or categories of Controlled Substances prescriptions.

c. In the event that Kroger determines that there may be a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or interpretations of such laws articulated by an agency responsible for enforcing such laws or a court ("Express Interpretations"), such that Kroger determines that it cannot comply with the Injunctive Terms without violating these express requirements or Express Interpretations, Kroger shall follow the express requirements of the federal, state or local law or Express Interpretation thereof and shall provide notice to the Settling State(s). Within thirty (30) days after receipt of a notification from Kroger referenced above, Kroger and the State shall meet and discuss the potential conflict, and Kroger shall comply with any reasonable requests from the Settling State as necessary to determine whether there is a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or Express Interpretations. In the event that Kroger believes a court or administrative action brought by a governmental body in a Settling State has commenced against it or its pharmacists for actions required by the Injunctive Terms, then Kroger may notify the Attorney General of the Settling State of such pending action. If the State agrees that the court or administrative action is a result of actions required by the Injunctive Terms, the State will engage in best efforts to resolve the conflict or assist in achieving resolution of the court or administrative action. Nothing in this paragraph shall (i) limit the right of the Settling State to disagree with Kroger as to the conflict; (ii) be deemed to relieve Kroger from following any subsequently enacted law or regulation, or judicial decisions from a regulatory authority with jurisdiction over controlled substances that is more restrictive than the provisions of the Injunctive Terms, or from following the Injunctive Terms if they are more restrictive than applicable laws at issue in the administrative action if there is no conflict; (iii) be deemed to relieve Kroger from adhering to the outcome of a court or administrative action when it is determined that there is no conflict; or (iv) limit a Settling State's ability to relieve Kroger of a duty under these Injunctive

Terms if that Settling State determines that that term is in conflict with that Settling State's express legal requirements.

d. Kroger shall retain all records it is required to create pursuant to its obligations hereunder for a period outlined in appendix A, unless otherwise specified. Nothing in these Injunctive Terms shall prevent a Settling State from issuing a lawful subpoena or Civil Investigative Demand (CID) for records pursuant to an applicable law.

5. No Admission and No Use as Evidence. Kroger does not admit liability or wrongdoing. These Injunctive Terms shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability, wrongdoing, or to impose the existence of any legal obligations or requirements other than the requirement to follow these Injunctive Terms, or (2) a waiver or limitation of any defense otherwise available to Kroger. These Injunctive Terms shall not be offered or received in evidence or otherwise relied on in any action or proceeding for any purpose other than in an action or proceeding to modify or enforce or monitor compliance with these Injunctive Terms.

II. TERM AND SCOPE

1. The term of these Injunctive Terms shall be from the Injunctive Terms Implementation Date until November 15, 2032, unless otherwise specified herein.

2. Except as otherwise stated herein, the Injunctive Terms shall apply to Kroger's retail pharmacy stores located in, and registered or licensed with, each Settling State that dispense Schedule II Designated Controlled Substances to Patients, including any Schedule II Designated Controlled Substances dispensed by any such retail pharmacy stores that are mailed or shipped to patients in a Settling State. Should Kroger operate an online pharmacy that is registered or licensed to dispense Schedule II Designated Controlled Substances in any Settling State while these Injunctive Terms are in effect, the Injunctive Terms shall apply to such pharmacy as well.[1]

3. These Injunctive Terms may be amended by mutual agreement of a majority of the States Injunctive Relief Committee and Settling Pharmacy. Any such amendments must be in writing.

III. DEFINITIONS

1. The term "Distributor Injunctive Terms" means Exhibit P of the Settlement Agreement, dated as of July 21, 2021, between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and certain States and subdivisions.

[1] Kroger's specialty and mail order pharmacies are not subject to, and are not online pharmacies for purposes of, these Injunctive Terms.

2. The term “Block” means an action taken by Kroger preventing or otherwise prohibiting any Settling Pharmacy pharmacist from filling prescriptions for Controlled Substances from a specific identified Prescriber.

3. The term “Clearinghouse” means the system established by Section XVII of the Distributor Injunctive Terms.

4. The term “Controlled Substances” means those substances designated under schedules II-V pursuant to the federal Controlled Substances Act.

5. The term “Designated Controlled Substances” shall be limited to: (a) oxycodone; (b) hydrocodone; (c) hydromorphone; (d) tramadol; (e) oxymorphone; (f) morphine; (g) methadone; and (h) fentanyl.

6. The term “Injunctive Terms Implementation Date” means sixty (60) days after the Effective Date of the Settlement Agreement as defined in Section I.V of the Kroger Settlement Agreement.

7. The term “National Arbitration Panel” is defined in Section I.LL of the Kroger Settlement Agreement.

8. The term “Patient” means any individual who receives a prescription for a Designated Controlled Substance from a Prescriber, whether legally valid or not, and attempts to fill it at one of Kroger’s pharmacy stores in a Settling State.

9. The term “Prescriber” means any individual that has issued a prescription for a Designated Controlled Substance, whether legally valid or not, that is presented to Kroger in a Settling State.

10. The term “Red Flag(s)” means the enumerated Patient Red Flags, Prescription Red Flags, and Prescriber Red Flags set out in Section IX.

11. The term “Settling State(s)” means each State that is a signatory to the Kroger Settlement Agreement.

12. The term “States Injunctive Relief Committee” means a committee representing the Settling States composed of between four and eight members designated by the Settling States. The members of the States Injunctive Relief Committee shall be employees of a Settling State’s Office of Attorney General and/or employees of another agency of a Settling State.

13. The term “Kroger Settlement Agreement” means the settlement agreement dated as of March 22, 2024, between and among the Settling States, the Participating Subdivisions and Kroger.

IV. CONTROLLED SUBSTANCE COMPLIANCE PERSONNEL

1. Kroger shall designate a Controlled Substance Compliance Director, or other appropriately titled position, to be a member of the Controlled Substance Compliance Committee (described below in Section VI), and to oversee a Controlled Substance Compliance Department and Kroger's compliance with 21 C.F.R. 1306.04 and these Injunctive Terms. As used in these Injunctive Terms, the terms "Controlled Substance Compliance Committee" and "Controlled Substance Compliance Department" refer to the entity or entities, however titled, that carry out the functions required by these Injunctive Terms. Notwithstanding the preceding sentence, to the extent an existing position, committee or department carries out the functions required by these Injunctive Terms, any other functions undertaken by such position, committee or department shall not be subject to these Injunctive Terms or oversight by the Settling States pursuant to these Injunctive Terms. The position, committee and department discussed in these Terms may bear different names and need not be limited to the roles and functions set forth herein.

2. The Controlled Substance Compliance Director shall have knowledge of and experience with the laws and regulation of Controlled Substances, in particular the regulations in 21 C.F.R. § 1306.04.

3. The Controlled Substance Compliance Director shall provide at least quarterly reports to the Controlled Substance Compliance Committee (described below in Section VI) regarding Kroger's compliance with these Injunctive Terms, including the implementation of any changes to the CSCP Policies and Procedures required by these Injunctive Terms.

4. Staffing levels of Kroger's Controlled Substance Compliance Department shall be reviewed periodically, but at least on an annual basis, by Kroger's Controlled Substance Compliance Committee to assess whether such staffing levels are sufficient for the Controlled Substance Compliance Department to comply with this Agreement. This review shall include consideration of relevant developments in technology, law, and regulations.

5. Throughout the term of these Injunctive Terms, Kroger shall maintain a telephone and electronic submission hotline(s) (the "Hotline") to permit employees and/or Patients and/or members of the public to anonymously report suspected inappropriate or illegitimate dispensing, prescribing or diversion of Designated Controlled Substances, violations of the CSCP Policies and Procedures, these Injunctive Terms, or other applicable law related to Designated Controlled Substances. The Hotline may be implemented by adding a dedicated option to existing systems that includes reporting regarding Designated Controlled Substances. Kroger shall publish its Hotline contact information to its employees and Patients in the Settling States. Kroger shall maintain for a period outlined in appendix A a record of each complaint made to the Hotline regarding Designated Controlled Substances and documentation regarding any investigation or response to such complaints. Nothing herein shall require Kroger to investigate a pharmacist's professional judgment to refuse a

prescription that the pharmacist believes was prescribed or is being used for other than a legitimate medical purpose or that the pharmacist believes was not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

V. INDEPENDENCE

1. Kroger's Controlled Substance Compliance Department personnel, pharmacists and pharmacist technicians who work at Kroger's pharmacies within the Settling States, and field personnel who supervise pharmacists and pharmacist technicians (together, "CSCP Employees"), shall not be compensated in whole or in part by commissions, bonuses, incentives or any other monetary or non-pecuniary benefit that depends in material part on revenue or profitability targets or expectations to sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent compensation of employees based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.

2. No CSCP Employees may be terminated, suspended, threatened with or face any other negative employment consequence for failing to meet any revenue or profitability targets or expectations that depends in material part on sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent Kroger from taking employment action based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.

3. Personnel in Kroger's Controlled Substance Compliance Department shall not report to Kroger's sales, marketing, or business development departments, and sales, marketing, or business development departments shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of Controlled Substance Compliance Department personnel. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.

4. Kroger's sales, marketing and business development departments are prohibited from interfering with, obstructing, or otherwise exerting control over any Controlled Substance Compliance Department or Controlled Substance Committee decision-making. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.

5. To the extent necessary to comply with this section, Kroger's Controlled Substance Compliance Committee shall review, modify, and direct any changes to any compensation and non-retaliation policies specific to the sale or dispensing of Designated Controlled Substances.

VI. OVERSIGHT

1. To the extent not already established, within thirty (30) business days of the Injunctive Terms Implementation Date, Kroger shall establish a compliance committee, however titled, that includes representatives from its respective legal, compliance, pharmacy operations and asset protection departments, however named, to provide oversight over the CSCP and its compliance with the Injunctive Terms. For the purposes of reference herein, this committee, however named, shall be referred to as the "Controlled Substance Compliance Committee." Kroger shall maintain its Controlled Substance Compliance Committee for the duration of the term of the Injunctive Terms. The Controlled Substance Compliance Director shall be a member of the Controlled Substance Compliance Committee.

2. Kroger's Controlled Substance Compliance Committee shall have quarterly meetings during which the Controlled Substance Compliance Director shall report on, and the Controlled Substance Compliance Committee shall review, among other things, (a) the Prescription Validation Process, including the CSCP Policies and Procedures on identifying and resolving Patient, Prescriber and Prescription Red Flags; (b) the training required under the Injunctive Terms; (c) proactive due diligence and site visits; (d) the Prescriber Review Processes; (e) significant new national and regional diversion trends involving Controlled Substances; (f) Kroger's adherence to the Injunctive Terms and applicable laws and regulations; and (g) any technology, staffing, or other resource needs for the CSCP. The Controlled Substance Compliance Committee shall have access to all CSCP reports described in the following subsection.

3. On an annual basis, Kroger's Controlled Substance Compliance Committee shall provide a written report to the President of the Settling Pharmacy's Retail Division, the Chief Financial Officer of the Settlement Pharmacy's Retail Division, the Chief Legal Officer of the Settling Pharmacy's Retail Division, and the corporate Chief Compliance Officer, outlining (a) the Settling Pharmacy's adherence to, and any material deviations from these Injunctive Terms; (b) the allocation of resources sufficient to comply with these Injunctive Terms; and (c) any revisions to the CSCP that the Controlled Substance Compliance Committee has approved. The corporate Chief Compliance Officer shall determine if and when it is appropriate to make a report to the Board or any subcommittee thereof, but shall report at least annually.

4. Kroger, through its Controlled Substance Compliance Department and Committee, shall, at least once every year, review and oversee any enhancements to the CSCP Policies and Procedures and systems for dispensing activity that the Controlled Substance Compliance Committee deems necessary.

5. The Controlled Substance Compliance Committee shall be responsible for the approval of all material revisions to the CSCP Policies and Procedures, provided that nothing herein shall prevent Kroger from implementing changes to the CSCP Policies and Procedures pending such review and approval.

VII. MANDATORY TRAINING

1. The CSCP Policies and Procedures shall be published in a form and location readily accessible to all pharmacy and compliance personnel at each of Kroger's retail pharmacy locations in the Settling States. Online availability is sufficient, so long as pharmacy and compliance personnel have access to a computer with access to the CSCP Policies and Procedures.

2. Kroger shall launch training for all existing CSCP Employees, to the extent practical (for example, accounting for employee leave), on the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility. The training shall be launched within one hundred twenty (120) days of the Injunctive Terms Implementation Date. All CSCP Employee new hires, to the extent practical, shall be required to participate in such trainings within sixty (60) days of hiring or six (6) months of the Injunctive Terms Implementation Date, whichever is later. Kroger will further require that every CSCP Employee, to the extent practical, receive such training at least once every three (3) years for the term of these Injunctive Terms.

3. On an annual basis for the duration of these Injunctive Terms, Kroger shall test its CSCP Employees on their knowledge regarding the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility.

4. It shall be a part of the CSCP Policies and Procedures and all trainings of all CSCP Employees required under these Injunctive Terms that pharmacists shall refuse to dispense Controlled Substances that they believe were prescribed or are being used for other than a legitimate medical purpose or that they believe were not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

5. All trainings required under these Injunctive Terms shall also make clear that (i) Kroger's compensation and non-retaliation policies, including pursuant to these Injunctive Terms, prevent CSCP Employees from being compensated or penalized in any way related to revenue or profitability targets or expectations specific to sales of Controlled Substances; and ii) pharmacists will not be penalized in any way for exercising their professional judgment to refuse to fill prescriptions for Controlled Substances pursuant to their corresponding responsibility. To the extent that trainings designed and launched prior to the Effective Date of these Injunctive Terms do not reference these policies, they shall be added by the end of April 2024.

VIII. THE PRESCRIPTION VALIDATION PROCESS

1. As part of its CSCP, Kroger shall maintain a Prescription Validation Process in the CSCP Policies and Procedures, as further described and set forth in this section, that each pharmacist employed by Kroger in a Settling State must follow when dispensing a prescription for a Controlled Substance. The inclusion of an enumerated Red Flag in these Injunctive Terms shall not be considered, construed, or represented to be an

admission, concession, or evidence of any factual or legal contention related to such Red Flag. A Red Flag shall not be interpreted to mean that a prescription is, or is more likely than not, illegitimate and/or not issued in the usual course of professional practice or treatment.

2. A Red Flag will be considered "resolved" if, after further investigation as described below, and given other facts and circumstances surrounding the prescription, a pharmacist determines, in his or her professional judgment, that the facts that triggered the Red Flag do not lead him or her to believe that the prescription was written or is being submitted for an illegitimate medical purpose or outside the usual course of a Prescriber's professional practice.

3. Kroger's CSCP Policies and Procedures shall provide that if a pharmacist identifies any "Patient Red Flags" associated with a Controlled Substances prescription (described in Section IX(3) below), before filling the prescription the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with the Settling Pharmacy, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available Prescription Monitoring Program ("PMP" or "PDMP") data, and/or reviewing other data or information available to the pharmacist.

4. Kroger's CSCP Policies and Procedures shall provide that if forgery or fraud is suspected, or if the pharmacist identifies any other "Prescription Red Flags" associated with a Controlled Substances prescription (described in Section IX(4) below), the pharmacist must resolve the Prescription Red Flags before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with Kroger, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to the pharmacist.

5. Kroger's CSCP Policies and Procedures shall require that if a pharmacist identifies any "Prescriber Red Flags" associated with a Controlled Substances prescription (described in Section IX(5) below), the pharmacist must resolve them before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing any Kroger records regarding the Prescriber, calling the Prescriber if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to Kroger.

6. Kroger's CSCP Policies and Procedures related to Schedule II Designated Controlled Substances shall provide that the resolution of all Red Flags identified by the pharmacist, as well as any prescriptions that were rejected pursuant to Red Flags

identified by the pharmacist, and the reasons why they were rejected, must be documented by the pharmacist, unless (a) if based on the pharmacist's pre-existing knowledge of the Patient or Prescriber or (b) if documentation is not possible (e.g., a patient refuses to hand over a non-electronic prescription). Any such records shall be maintained for a period outlined in appendix A. To the extent that a Red Flag is resolved based upon facts or circumstances that are already reflected or documented in Kroger's records, further documentation of those facts or circumstances is not required for resolution of substantially the same Red Flag on subsequent prescriptions. For example, if a Patient lives fifty-five (55) miles from a Kroger but works near the pharmacy and that fact is reflected in pharmacy records, no documentation for the resolution of the Red Flag addressing the Patient's distance from the pharmacy is required in connection with individual prescriptions dispensed for that Patient. A lack of documentation shall not be interpreted to create a presumption that a pharmacist did not resolve any identified Red Flags. Nothing in these Injunctive Terms shall require Kroger to create a record in those instances where the pharmacist rejects a prescription when presented without an effort to resolve any red flags, including but not limited to instances where the pharmacist rejects a prescription for clinical reasons, or where the pharmacist identifies on the face of the prescription a Prescription Red Flag (defined in Section IX below) that causes the pharmacist to conclude without further inquiry that the prescription is invalid.

7. Kroger's CSCP Policies and Procedures shall provide that, even if all Red Flags are resolved, a pharmacist shall reject a prescription if, in his or her professional judgment, he or she believes that it was written or is being submitted for other than a legitimate medical purpose and/or was written outside the usual course of an individual Prescriber's professional practice.

IX. RED FLAGS

1. Upon request by the Settling States, but no more than annually, and no earlier than four months after the Injunctive Terms Implementation Date, Kroger shall provide to the Settling States a report (the "Annual Data Report") that sets forth: (1) the total number of prescriptions for Controlled Substances dispensed annually, aggregated nationally and by state; (2) the top twenty-five prescribers of Designated Controlled Substances in each Settling State; (3) the list of prescribers subject to disclosure in section X.5; (4) the specific process, system, metrics or algorithms (if any) sufficient to demonstrate the operational system's ability to identify each category of Red Flag listed in this section; and (5) the total number of Designated Controlled Substance prescriptions that pharmacists at the Settling Pharmacy refused to dispense, as reflected in the pharmacy dispensing or other electronic system. Unless otherwise required by law, if a Settling State seeks to disclose any data and/or information provided under this provision as part of a proceeding to enforce these Injunctive Terms or for other law enforcement purposes, it shall first provide ten (10) days' notice to Kroger unless doing so would conflict with applicable law.

2. A Settling State shall not otherwise disclose or provide any data provided under this provision to third parties during or after the Term of these Injunctive Terms unless required to do so by law. If a Settling State is required to disclose or provide any data under this provision to third parties during or after the Term of these Injunctive Terms, it shall first provide ten (10) days' notice to Kroger unless doing so would conflict with applicable law. All data and/or information provided under this paragraph shall be deemed confidential law enforcement material, to the extent state law permits, and shall not be subject to production unless required by law. Nothing in this paragraph shall be deemed to prevent a Settling State from sharing this material with other State or federal law enforcement agencies.

3. Within the ninety (90) days following the provision of the Annual Data Reports, either Kroger or the States Injunctive Relief Committee may propose in writing a meet and confer to discuss potential changes to the scope of one or more categories of Red Flags. At such a meeting, Kroger or the States Injunctive Relief Committee may provide additional research, information or data available to them beyond that provided in the Annual Data Reports. For example, Kroger might propose reducing the threshold for triggering a particular category of Red Flag or consolidating certain Red Flags or subcategories of Red Flags into a single metric, or the States Injunctive Relief Committee might propose increasing the threshold for triggering a particular Red Flag or expanding that Red Flag to include multiple subcategories (e.g., number of prescriptions, distance thresholds).

    a. If Kroger and the States Injunctive Relief Committee agree on such changes to one or more Red Flags, they shall document those changes in writing and they shall become a part of these Injunctive Terms for all intents and purposes.

    b. If Kroger and the States Injunctive Relief Committee cannot agree on the proposed changes during their meeting and confer, the Party seeking the change(s) to the Red Flag(s) may seek a 5-day mediation of the issue at its own expense. If the mediation fails to resolve the dispute between the parties, the party seeking the proposed change(s) may appeal to the National Arbitration Panel to have the National Arbitration Panel modify the Red Flags on the basis that the change(s) would be consistent both with avoiding unnecessary material costs of identifying and resolving Red Flags and materially reducing the diversion of Controlled Substances. In such a proceeding, the Party seeking the proposed change(s) may provide evidence from Annual Data Reports or from other research, data and information.

    c. In any such proceedings, there shall be a presumption against imposition of any proposed Red Flags, or proposed modifications to pre-existing Red Flags, that have not been identified by the United States Drug Enforcement Administration (DEA) or other law enforcement agencies tasked with the regulation of Controlled Substances.

    d. The Red Flags required by these Injunctive Terms shall at no point be too numerous or complex to be reasonably workable for pharmacists in the context

of protecting patient safety, performing corresponding responsibility, drug utilization review, and their other responsibilities. Any dispute over whether the Red Flags required by these Injunctive Terms have become too numerous or complex to be reasonably workable for pharmacists shall be submitted to the National Arbitration Panel. In the event a dispute is submitted to the National Arbitration Panel, it shall be Kroger's burden to prove that the Red Flag(s) at issue are overly burdensome and that their burdensome nature outweighs any public health benefit.

4. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Patient Red Flags":

   a. A Patient seeks to fill a Schedule II Designated Controlled Substance prescription more than three days prior to the contemplated exhaustion date of an earlier prescription of the same Schedule II Designated Controlled Substance (e.g., exhaustion of the days' supply assuming the prescription has been taken in accordance with the prescribers' directions on the face of the prescription), provided the previous prescription was also dispensed by the same Settling Pharmacy;

   b. A Patient seeks to fill a Designated Controlled Substance prescription from a Prescriber after having filled Designated Controlled Substance prescriptions at the same Kroger pharmacy from more than four other Prescribers, from separate practices, in a given 6-month period;[2]

   c. To the extent personally known by the dispensing pharmacist, Prescriber has been the subject of more than ten (10) documented refusals to fill a Designated Controlled Substances or any opioid product within a six-month period;

   d. A Patient seeks to fill a Designated Controlled Substance prescription after having filled three other Designated Controlled Substance prescriptions written by multiple Prescribers with overlapping days of supply at Kroger's pharmacies within thirty (30) days;

   e. The distance between a Patient's residence and the Kroger receiving the Designated Controlled Substance prescription is farther than 50 miles;

   f. The Patient resides more than one hundred (100) miles from the Prescriber who issued the Designated Controlled Substances prescription, unless the dispensing pharmacist makes a good faith error in evaluating the distance, and the prescription was not issued pursuant to a telemedicine consultation;

   g. To the extent personally known by the dispensing pharmacist, a Patient seeks to fill a Designated Controlled Substance prescription after having two other

[2] In Kroger's sole discretion, for administrative convenience Kroger may implement this Red Flag without regard to whether Prescribers are at separate practices, thereby resulting in more instances in which the flag occurs.

prescriptions for Designated Controlled Substances subjected to documented refusals to fill by a Kroger pharmacist within the past thirty (30) days;

h. A patient pays in cash for a Designated Controlled Substance despite having current prescription drug insurance on file in the Settling Pharmacy's dispensing system for that medication;

i. To the extent personally known by any pharmacy personnel, three or more Patients come to the pharmacy together to fill prescriptions for the same Designated Controlled Substance medication;

j. A Patient requests a Designated Controlled Substance by its slang or street description, such as "Mallinckrodt blues," "M's" or "the blue pill"; and

k. A Patient presenting a prescription for a Designated Controlled Substance appears visibly altered, intoxicated, or incoherent.

5. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescription Red Flags:"

a. A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient. Similarly, minor deficiencies in the prescriber's name, address, contact information, or DEA number are not a red flag if the pharmacist is able to resolve these deficiencies with the prescriber;

b. A Controlled Substance prescription that appears altered, including but not limited to, a photocopied prescription or a prescription in which an altering agent, such as white out, was used;

c. A Controlled Substance prescription written with misspellings suggesting the prescription may not have been written by a valid Prescriber;

d. A Controlled Substance prescription using atypical abbreviations suggesting the prescription may not have been written by a valid Prescriber; and

e. A Controlled Substance prescription written with multiple colors of ink or in multiple different handwritings.

6. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescriber Red Flags:"

a. A Prescriber provides a Patient with prescriptions for all three of a Schedule II Designated Controlled Substance, a benzodiazepine, and carisoprodol;

b. A Prescriber has no office within fifty (50) miles of the retail pharmacy store where a Designated Controlled Substance prescription is submitted; and

c. A Prescriber of Designated Controlled Substances uses prescriptions that are preprinted or stamped with drug type and amount.

X. PRESCRIBER REVIEW

1. Kroger shall regularly review the prescribing patterns and practices of Prescribers of Designated Controlled Substances (the "Prescriber Review Process"). The Prescriber Review Process shall employ algorithms, or other means, to review data on Kroger's retail dispensing for potential Prescribers of concern.

2. Kroger shall initiate Prescriber Review Process in the following circumstances:

   a. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been the subject of a blanket refusal to fill by one or more of Kroger's retail pharmacy stores in the Settling States;

   b. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been charged or indicted with a crime related to prescribing Designated Controlled Substances by the Federal Government or law enforcement in a Settling State; or

   c. Kroger has received a Hotline complaint that has been investigated and substantiated concerning a Prescriber's alleged illegitimate prescribing of Designated Controlled Substances.

3. Based on the professional judgment of the employees operating the Prescriber Review Process, Kroger may also initiate the Prescriber Review Process when:

   a. Personnel implementing the Prescriber Review Process are notified in writing by law enforcement that a Prescriber of Designated Controlled Substances located in a Settling State is the target of an investigation regarding the prescribing of Controlled Substances;

   b. A Prescriber of Designated Controlled Substances was flagged for review by a Kroger pharmacist in a Settling State (other than through a refusal to fill or blanket refusal to fill) or by field personnel who supervise Kroger's pharmacies in a Settling State; or

   c. A Prescriber of Designated Controlled Substances located in a Settling State was identified through the running of algorithms on Kroger's retail dispensing.

4. Once Kroger identifies a Prescriber of Designated Controlled Substances for further investigation, Kroger shall review pertinent and available data or information

pertaining to the Prescriber, which may include interviews or other information gathered in the discretion of the employees operating the Prescriber Review Process. All data and information collected or created as part of the Prescriber Review Process shall be maintained by Kroger for a period outlined in appendix A. When permitted by law, nothing contained in this Section prevents Kroger from taking immediate action to Block a Prescriber.

5. If after the Prescriber Review Process, those making the decision have not resolved the circumstances that caused Kroger to further investigate the Prescriber, from the perspective of those making the decisions, then the Prescriber shall be Blocked from having Controlled Substance prescriptions filled at Kroger's retail pharmacies in the Settling States, when permitted by law. A Prescriber may have an opportunity at the discretion of Kroger to seek future reinstatement by providing information to Kroger that may resolve its concerns. Nothing in this Section shall limit the right or ability of Kroger pharmacists to either refuse to fill a given prescription or refuse to fill all prescriptions for Controlled Substances from a given Prescriber independent of any decision by Kroger to Block or not Block a given Prescriber. On written demand, on an annual basis, Kroger shall provide to each Settling State the names of and DEA registration or NPI numbers of Prescribers of Designated Controlled Substances within that Settling State that it has Blocked. Each Settling State shall provide contact information in order to receive such information. For each of the Settling States, on an annual basis, Kroger shall provide to the Injunctive Relief Committee the number, names and DEA registration or NPI numbers of Prescribers who were: (a) blocked, and (b) the number of prescribers who were reviewed but not blocked.

XI. PROACTIVE DUE DILIGENCE AND SITE VISITS

1. During the term of these Injunctive Terms, Kroger shall conduct periodic proactive compliance reviews of its retail pharmacy stores in the Settling States to assist with the identification of potential compliance issues related to the dispensing of Designated Controlled Substances at its retail pharmacy stores in the Settling States. This may be satisfied by the use of algorithms, or other electronic means, to analyze data associated with each pharmacy's dispensing of Designated Controlled Substances to identify particular pharmacies for review as required under this Section XI. Documentation of any resulting reviews shall be maintained by Kroger and made accessible to all Controlled Substance Compliance Department personnel upon request for a period outlined in appendix A.

2. During the term of these Injunctive Terms, Kroger personnel or qualified third-party compliance consultants shall conduct site visits to each pharmacy in XI.1. in a calendar year. These site visits shall at a minimum consist of a review of Controlled Substance dispensing documentation and recordkeeping; and a review of physical surroundings and other circumstances for any indications of potential non-compliance with these Injunctive Terms or the CSCP Policies and Procedures, or any violations of other applicable laws and regulations related to the dispensing of Controlled Substances.

3. During site visits, Kroger's personnel or qualified third-party compliance consultants shall interview relevant pharmacy employees, if appropriate, about any potential areas or issues of concern, including potential violations of laws related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.

4. Kroger's personnel or qualified third-party compliance consultants who conduct site visits shall complete a report reflecting the findings of any site visit pursuant to this section. This report shall document areas or issues of concern, including potential violations of law related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.

5. The site visit reports described above shall be maintained by Kroger and made accessible to all Controlled Substance Compliance Department personnel for a period outlined in appendix A. Upon its request, the States Injunctive Relief Committee shall be provided sample reports or a report for a particular store.

XII. THEFT AND LOSS PREVENTION

1. In addition to complying with all theft and loss procedures, policies and precautions required by state and federal law, Kroger shall maintain information regarding the receipt and disposition of inventory of all Designated Controlled Substances at each retail pharmacy store for a period outlined in appendix A, if the information is an electronic record. If the information is not an electronic record, Kroger shall only be required to maintain those records for a period outlined in appendix A.

2. In addition to any other reporting obligations under state and federal law, Kroger must provide to each Settling State on a quarterly basis any reports it has made to the DEA regarding the theft or significant loss of Designated Controlled Substances in that Settling State pursuant to 21 C.F.R. §1301.76(b). There shall be no obligation to provide these reports to Settling States that receive contemporaneous reporting of thefts or significant losses of Designated Controlled Substances to a Settling State's board of pharmacy or other relevant state agency requiring such reports. Each Settling State shall provide contact information in order to receive such reports.

XIII. REPORTING TO LAW ENFORCEMENT

1. The Settling States shall inform Kroger to what extent their law enforcement authorities would like to receive reports, other than those already required by law or regulation, of any confirmed forged prescriptions. To the extent not already in place, Kroger shall implement standard operating procedures directing its employees to report any confirmed forged prescriptions for Designated Controlled Substances to those Settling States who have indicated that they want to accept it, within five (5) business days of completing any review of such prescription or conduct. The Settling States shall provide contact information in order to receive such reports.

2. Kroger shall document and for a period outlined in appendix A maintain records of any such reports that are made to Settling States regarding confirmed fraudulent or forged prescriptions, which are maintained centrally.

XIV. ENFORCEMENT OF INJUNCTIVE TERMS

1. Notice of Potential Violations and Opportunity to Cure.

   a. A "Potential Violation" occurs when the Settling State determines, after appropriate investigation and due diligence, that Kroger is not in substantial compliance with a material aspect of the Injunctive Terms. A Potential Violation may be for a single retail pharmacy. A violation of this Agreement is not presumed to occur when a pharmacist, pharmacist technician, or other field personnel who supervise pharmacists and/or pharmacist technicians employed by Kroger violates Kroger's CSCP Policies and Procedures.

   b. Potential Violation Discovered by Settling State.

      i. In the event of a Potential Violation identified by a Settling State, the Settling State shall notify Kroger in writing (the "State's Notice").

      ii. Within thirty (30) days of receipt of the State's Notice, Kroger shall provide a written response to the Settling State. The response shall include Kroger's position as to the act(s) of non-compliance, including, possibly, a statement setting forth why Kroger believes it is in substantial compliance with the relevant provision(s) or a statement explaining how the Potential Violation has been addressed.

      iii. If the Settling State wishes to meet with Kroger, Kroger shall promptly make itself available for such a meeting.

   c. If, after review of a written response and any meeting, the Settling State believes that a Potential Violation is ongoing or has not been substantially addressed, it will provide written notice to Kroger and work in conjunction with Kroger to devise, within thirty (30) days, a corrective action plan ("Corrective Action Plan") to remedy such Potential Violation, including a reasonable period for implementation of such plan.

   d. Within sixty (60) and one hundred twenty (120) days after implementing the Corrective Action Plan, Kroger will provide a written compliance update to the Settling State and make itself available to meet with the Settling State if requested. If after reviewing the compliance update and any meeting, the Settling State believes a Potential Violation remains ongoing or has not been substantially addressed, the Settling State may commence a 30-day mediation period. If mediation fails to resolve the dispute between the parties, the Settling State may take whatever action it deems necessary, including but not limited to bringing an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed

by state law, conducting further investigation, or attempting to negotiate an updated Corrective Action Plan with Kroger. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.

e. If Kroger fails or refuses to provide a written response, to devise or implement a Corrective Action Plan or to provide a compliance update as required by subsections 1(b), 1(c) and/or 1(d), a Settling State may bring an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed by state law, conduct further investigation, or attempt to negotiate an updated Corrective Action Plan with Kroger. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.

f. If, after review of a written response and any meeting, pursuant to subsections 1b. or 1c., above, the Settling State concludes that a Potential Violation is not ongoing or has been substantially addressed, the Settling State will provide written notice of this conclusion to the Settling Pharmacy within thirty (30) days of reaching its conclusion.

2. Enforcement Action. Each Settling State agrees that prior to taking any court or administrative action, other than an action that the Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined above. If the Settling State concludes that action is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State or that a public emergency requiring immediate action exists, it will make best efforts to provide reasonable notice to a Settling Pharmacy prior to initiating any such action.

XV. COMPLIANCE CERTIFICATION

1. Kroger's Controlled Substance Compliance Director, or the most senior ranking member of the Controlled Substance Compliance Committee shall, after diligent inquiry, complete an annual compliance certification on behalf of Kroger as set out in Section XV(4).

2. The certification shall be filed annually for the duration of these Injunctive Terms with a Settling State's appropriate licensing and/or regulatory agency and its Attorney General.

3. The certification shall state:

> "I understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include attempting to achieve compliance with regard to the [insert name of department] with all applicable statutory requirements, obligations of the Injunctive

Terms, and applicable policies, and I have taken steps to promote such compliance. To the best of my personal knowledge, the [insert name of department] is in compliance with the obligations of these Injunctive Terms. I understand that this certification is being provided to and relied upon by the State of [Settling State]."

4. If the Controlled Substance Compliance Director is unable to provide such a certification, the Controlled Substance Compliance Director shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

XVI. DATA SHARING

1. Kroger shall consent to the provision by its distributors of Kroger's unblinded "867 Data" (data sent from the distributor to the manufacturer concerning the sale of its products to Kroger) to opioid manufacturers on any particular Designated Controlled Substances manufactured by them as soon as commercially reasonable and at no cost to the manufacturers, provided that, pursuant to a prior written agreement with Kroger, the opioid manufacturers agree (a) to ensure the confidentiality of the 867 Data, except as required by law; (b) to implement safeguards and procedures to limit access to and use of the 867 Data, except as required by law; (c) that the 867 Data shall be used solely for compliance purposes as part of their Suspicious Order Monitoring programs; and (d) that the 867 Data shall be shared only with specified personnel and shall not be shared with business or sales personnel.

2. To the extent that Kroger provides McKesson Corporation, Cardinal Health, Inc., or AmerisourceBergen Corporation (the "Settling Distributors") with Pharmacy Customer Data (as defined in the Distributor Injunctive Terms) for use in their Controlled Substance Monitoring Programs, Kroger agrees that the Settling Distributor(s) may share such Pharmacy Customer Data with the Monitor appointed pursuant to the Distributor Injunctive Terms, provided that the Monitor agrees, pursuant to a prior written agreement with Kroger, (a) to ensure the confidentiality of the Pharmacy Customer Data; (b) to implement safeguards and procedures to limit access to and use of the Pharmacy Customer Data; (c) that the Pharmacy Customer Data is used solely for the purpose of ensuring the Settling Distributors' compliance with the Distributor Injunctive Terms; and (d) that the Pharmacy Customer Data shall be shared only with specified personnel.

XVII. CLEARINGHOUSE

1. Kroger will confer with any Settling Distributor that distributes Designated Controlled Substances to its retail pharmacies and the States Injunctive Relief Committee for a period not to exceed six (6) months from the Injunctive Terms Implementation Date to determine: what additional deidentified information, if any, is needed from Kroger for a Settling Distributor to perform suspicious order monitoring; if additional deidentified information is needed, how the Settling Pharmacy shall provide it to a Settling Distributor; and what information provided by

Kroger to a Settling Distributor may be deposited by the Settling Distributor into the Clearinghouse. For the avoidance of doubt "deidentified" does not refer to Prescribers. If agreements are not reached, the matters in dispute shall be submitted to arbitration. Due to patient privacy and legal restrictions and other confidentiality and commercial concerns, in connection with any meet and confer described above, Kroger may not be compelled to provide individual patient-level or prescription-level data, de-identified or otherwise, to the Settling Distributors.

2. Kroger and Settling Distributors will also determine whether and in what amount each Settling Pharmacy will contribute to the cost of the operation of the Clearinghouse. When Kroger contributes to the costs of the Clearinghouse, Settling Pharmacy, Settling Distributors and all other participants in the Clearinghouse shall determine an equitable amount of Kroger's contribution. If agreements are not reached, the matters in dispute shall be submitted to arbitration.

3. Any data provided by Kroger to a Settling Distributor and/or the Clearinghouse pursuant to these Injunctive Terms shall be treated in compliance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all applicable state and federal privacy laws.

4. No Settling Distributor or other participant in the Clearinghouse shall receive from the Clearinghouse information specific to Kroger.

XVIII. FUTURE ACQUISITIONS

1. Kroger agrees to use reasonable best efforts to bring acquired pharmacies into compliance with these injunctive relief provisions in an expeditious manner. In the event that Kroger consummates its acquisition of Albertsons, then the parties shall discuss and agree within thirty (30) days of the transaction closing on a specific time period for bringing Albertsons into compliance with the terms of the injunctive relief provisions herein.

APPENDIX A: INJUNCTIVE RELIEF RECORD RETENTION SCHEDULE

Record Description	Record Retention Period	Controlling Injunctive Relief Provision
Injunctive Relief Records	At least three (3) years, unless otherwise specified below	I.4.d.
Telephone and Electronic Hotline Complaints and Investigation Documentation	Until November 15, 2032	IV.5.
Documentation and Records Related to Resolution of all Red Flags, Prescriptions Rejected Pursuant to Red Flags, and Reasons for Their Rejection	Until November 15, 2032	VIII.6.
Prescriber Review Process Data, Information, and Documentation	Until November 15, 2032	X.4.
Retail Pharmacy Compliance Review Documentation	Until November 15, 2032	XI.1.
Site Visit Review Documentation and Reports	Until November 15, 2032	XI.1-5.
Documentation Regarding the Inventory of Designated Controlled Substances	At least three (3) years, if the information is an electronic record; at least two (2) years, if the information is not an electronic record	XII.1.
Reports to Settling States Regarding Fraudulent or Forged Prescriptions	At least two (2) years	XIII.2.

EXHIBIT Q

[Intentionally Omitted]

EXHIBIT R

Agreement on Attorneys' Fees, Costs, and Expenses

This Agreement on Attorneys' Fees, Costs, and Expenses ("Fee Agreement") is entered between Kroger and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, *In re National Prescription Opiate Litigation*, No. 1:17-MD-2804 ("MDL PEC"), in connection with the Kroger Global Opioid Settlement Agreement ("Kroger Agreement"). This Fee Agreement becomes effective on the Effective Date of the Kroger Agreement or the date that the Consent Judgments anticipated under the Kroger Agreement become final in 25 Settling States (whichever is later).

I. Definitions

A. This Fee Agreement incorporates all defined terms in the Kroger Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Kroger Agreement.

B. "*Applicant*." Any Attorney or MDL Participating Counsel who seeks an award of attorneys' fees from the Attorney Fee Fund pursuant to the procedures established by the MDL Court and the Fee Panel.

C. "*Attorney*." Any of the following retained through a legal contingency fee or hourly fee contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision or MDL Participating Counsel. This does not include Subdivision in-house attorneys.

D. "*Attorney Fee Fund*." An account consisting of up to $88,800,000.00 allocated to pay attorneys' fees approved pursuant to Section II.B. of this Fee Agreement, established by Order of and under the ongoing jurisdiction of the MDL Court, as provided below.

E. "*Common Benefit*." Work performed for the benefit of all Participating Subdivisions and Tribal Nations, including, but not limited to, pretrial matters, discovery, trial preparation, trial, settlement negotiations, and all other work that advances the interests of the Participating Subdivisions.

F. "*Common Benefit Fund*." The sub fund of the Attorney Fee Fund described in Section II.C.

G. "*Common Benefit Order*." The Ongoing Common Benefit Order (Dkt. #4428) in *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804, any subsequent amendments or modifications to that order, and any successor orders on Common Benefit.

H. "*Contingency Fee Fund*." The sub fund of the Attorney Fee Fund described in Section II.D.

I. "*Cost and Expense Fund Administrator*." The administrator appointed by the MDL Court on August 12, 2021 (MDL Docket No. 3828), to administer the Cost Fund and its sub funds as provided in the Fee Agreement.

J. "*Cost Fund*." An account consisting of $60,000,000, composed of the MDL Direct Cost Fund and the Subdivision Cost and Expense Fund, as provided below.

K. "*Court Common Benefit Fund*." The Common Benefit Fund established by the MDL Court in its orders of July 22, 2021, MDL Docket No. 3794, and May 9, 2022, MDL Docket No. 4428.

L. "*Eligible States*." The thirty-three (33) states of the United States listed in Exhibit F, and the District of Columbia.

M. "*Fee Entitlement*." Any right, entitlement, or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop Agreement, or any other arrangement by which counsel could receive compensation or other consideration. For the avoidance of doubt, the scope of Fee Entitlement under paragraph II.G.3.a. does not include any Attorneys' fees associated with representation of a State.

N. "*Fee Panel*." The three-person panel appointed by the MDL Court on August 12, 2021 (MDL Docket No. 3828), to administer and make recommendations for the allocation and distribution of the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.

O. *"Kroger.*" The Kroger Co. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, and assigns.

P. "Kroger Bellwethers." Kroger Bellwethers include any designated bellwether case in MDL 2804 that resolves its claims with Kroger under the Kroger Settlement Agreement, including *Montgomery County Board of County Commissioners et al. v. Cardinal Health, Inc., et al.*, Case No. 1:18-op-46326, *County of Cobb, Georgia v. Purdue Pharma L.P.., et al.*, Case No. 1:18-OP-45817, *County of Tarrant, Texas v. Purdue Pharma L.P.., et al.*, Case No. 1:18-OP-45274, and *County of Durham, North Carolina v. Purdue Pharma L.P., et al.*, Case No. 1:19-OP-45346.

Q. "*Later Litigating State.*" A State that first files and/or serves a lawsuit bringing a Released Claim against a Released Entity after February 14, 2024.

R. "*MDL Court*." United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.

S. "*MDL Expense Fund*." The cost fund described in Section II.F below.

T. "*MDL Participating Counsel."* MDL Participating Counsel includes an attorney or firm authorized by MDL 2804 Lead Counsel to perform work for the Common Benefit of Participating Subdivisions. By way of example, it would include insurance counsel and appellant counsel.

U. "*MDL PEC*." The Plaintiffs' Executive Committee appointed by the MDL Court.

V. "*Non-Eligible State*." Any state or territory of the United States of America that is not an Eligible State.

W. "*Non-Participating Litigating Subdivision*." A Litigating Subdivision that is not a Participating Subdivision.

X. "*Non-Participating State.*" An Eligible State that is not a Participating State.

Y. "*Participating Litigating Subdivision*." A Litigating Subdivision that is also a Participating Subdivision.

Z. "*Participation Agreement*." An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.

AA. "*Qualified Tribal Representation.*" Representation by an attorney of a Participating Tribal Government regarding Released Claims against Released Entities. Such counsel are eligible for Common Benefit Fee consideration. The Kroger Tribal Global Settlement provides for the contribution to the Common Benefit Fund as shall be determined by the MDL Court.

BB. "*Qualifying Representation*." Legal services provided for representation of the MDL PEC or a Participating Litigating Subdivision regarding Released Claims against Released Entities.

CC. "*State Back-Stop Agreement*." Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys' fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.[1]

DD. *"Subdivision Cost and Expense Fund."* The fund created to pay approved costs and expenses incurred by Attorneys engaged in Qualifying Representations of Subdivisions as set forth in Section II.E.

II. Fees and Costs

[1] Nothing herein shall be understood to indicate approval for additional State Back-Stop Agreements or modifications of existing State Back-Stop Agreements.

A. *Total Attorneys' Fees and Costs*

1. Total attorneys' fees and costs to be paid by Kroger to Attorneys under this Fee Agreement shall be up to, but in no event more than, $148,800,000.00, subject to the reductions and provisions set forth below. The total attorneys' fees and costs consists of up to $88,800,000 for the Attorney Fee Fund, as set forth in Section II, and $60,000,000 in total for the Cost Fund, divided between the Subdivision Cost and Expense Fund and MDL Expense Fund. The Maximum Attorney Fees, subject to the reductions set forth herein, are $88,800,000 and shall be paid on the schedule in Ex. M-3.

2. If an Eligible State does not join the Agreement by the State Participation Date and is accordingly not a Settling State, the total attorneys' fees and costs to be paid under this Fee Agreement by Kroger shall be reduced by twelve point four percent (12.4%) times the Remediation Payment amount that would have been allocated to that Non-Settling State as set forth in Section IV.B of the Kroger Agreement.

3. The total attorneys' fees and costs to be paid under this Fee Agreement by Kroger shall also be reduced by the amount of the Contingency Fee Fund for Attorneys representing Litigating Subdivisions in any Settling State that do not participate in the Kroger Agreement ("*Non-Participating Litigating Subdivisions*"), as set forth in Section II.D.4 and II.H.7 below. Any reduction or credit will be applied to the last payment under this Agreement.

4. If Kroger settles with any Non-Settling State after September 8, 2023, and such settlement allows for the Subdivision(s) in such Non-Settling State to join the settlement, Kroger agrees to withhold from the gross recoveries a Common Benefit Fund assessment, to be deposited in the Court Common Benefit Fund, of 7.5% times the gross recovery paid as defined in the Court Common Benefit Order (Docket #4428). If Kroger settles with any Subdivision(s) in a Non-Settling State other than in connection with a statewide settlement that includes the relevant State after September 8, 2023, then Kroger agrees to withhold from the gross recoveries a Common Benefit Fund assessment, to be deposited in the Court Common Benefit Fund, of 7.5% times the gross recoveries (the "*Kroger Subdivision CBF Assessment,*" and, along with the Kroger State Settlement CBF Assessment, each a "*Kroger CBF Assessment*"). If (a) Kroger settles with a Non-Settling State after November 1, 2023, (b) such settlement does not allow for the Subdivision(s) in such Non-Settling State to join the settlement, and (c) Kroger later prevails in asserting that Released Claims of Primary Subdivisions in such Non-Settling State were released as a result of such settlement, Kroger agrees to deposit the Kroger State Settlement CBF Assessment in the Common Benefit Fund. Any Kroger CBF Assessment is inclusive of any assessment related to such settlement that would be required by the Common Benefit Order (Docket #4428).

B. *Attorney Fee Fund and Sub Funds*

1. The Attorney Fee Fund shall consist of the Contingency Fee Fund and the Common Benefit Fee Fund. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund, provided the Contingency Fee Fund shall pay a Contingency Fee of the lesser of the Contingency Fee Contract amount, or 20% of client recovery. Any excess Contingency Fee Fund monies shall revert to the Common Benefit Fund.

2. The Cost Fund shall include the MDL Expense Fund and the Subdivision Cost and Expense Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.

3. It is the intention of the Parties that the Contingency Fee Fund and the Common Benefit Fund shall be administered by the Fee Panel appointed under MDL Docket No. 3828, which will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Orders. The Cost Funds shall be administered by the Cost and Expense Fund Administrator appointed under MDL Docket No. 3828, who will be governed by the provisions of this Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.

4. The fees to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations and Qualified Tribal Representations only. Fees to be paid under this Fee Agreement are not available prior to the Effective Date of the Kroger Agreement. Fees to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions, or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

5. In no event shall Kroger be required to pay more into the Attorney Fee Fund than the maximum amount specified in paragraph II.A.1. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions set forth in Section II.A.2 and the reductions and refunds set forth below.

6. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Kroger Agreement, as set forth in Exhibit G to the Kroger Agreement, and shall be made by applying the

Mathematical Model attached as Exhibit "A" to this Fee Agreement. The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a Counsel to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.

7. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

8. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. *Common Benefit Fund* (60% of the Attorney Fee Fund)

1. The maximum potential total Common Benefit Fund payment to be made by Kroger into the Attorney Fee Fund is $53,280,000, and in no event shall it exceed that amount. Kroger's maximum potential Common Benefit Fund payments are subject to the reductions set forth in Section II.A.2. for Non-Settling States and to the adjustments set forth below and, subject to those reductions, shall be paid on the following yearly schedule:

	Kroger Shall Pay Common Benefit
Year 1 March 31, 2024	$8,880,000
Year 2 March 31, 2025	$8,880,000
Year 3 March 31, 2026	$8,880,000
Year 4 March 31, 2027	$8,880,000
Year 5 March 31, 2028	$8,880,000
Year 6 March 31, 2029	$8,880,000
Total	

	$53,280,000

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions and Qualified Tribal Representation of Tribal Participating Governments who:

   a. have performed work for the Common Benefit of all Participating Subdivisions and/or Tribal Nations consistent with the provisions to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated May 1, 2018, under docket number 358, which is included herein by reference; and

   b. satisfy the eligibility criteria set forth in Section II.G.

   For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.5, Attorneys representing Tribal Nations litigating against Kroger have also reached a settlement for Released Claims with Kroger, and these settlements are the subject of agreements with Kroger. Attorneys are eligible for Common Benefit consideration provided such agreement with Kroger became effective under their terms. Such Attorneys must meet the eligibility criteria in Section II.G.

   For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.5, MDL Participating Counsel not engaged in Qualifying Representations of Participating Litigating Subdivisions but who performed work for the Common Benefit pursuant to authorization from the MDL Co-Leads and meet the eligibility criteria in Section II.G. shall be eligible.

3. Kroger' Common Benefit Fund payments under this Fee Agreement satisfy any assessments or withholdings for the Kroger Agreement that are or could be required under the Common Benefit Order for Settling States and their Participating Subdivisions. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the Common Benefit Order.

4. In assessing the benefits that an Applicant has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribes for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Applicant and his or her clients have contributed to increasing (or reducing) Subdivision Participation in the Kroger Agreement as of the Initial Participation Date, and (ii) the Applicant and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Kroger Agreement, including the Kroger Tribal Agreement. The Fee Panel shall also consider additional fee recoveries the Applicant may potentially obtain, including, but

not limited to, from attorney fee funds under other settlement agreements, State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Kroger Agreement or not. It is the intent of this provision to recognize that the goal of the Kroger Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing one or more Non-Participating States or Non-Participating Subdivision does not further the goal of the Kroger Agreement, and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing one or more Later Litigating Subdivisions or Later Litigating States is antithetical to the Kroger Agreement and detracts from Common Benefit; the Fee Panel shall consider this concept of "common detriment" set forth in this paragraph in all of its decision making with respect to the allocation of the Attorney Fee Fund among Applicants, as well as, in its discretion, any reductions provided to Kroger as set forth in Section II.H. The Fee Panel shall consider the totality of the Applicant's Participating Litigating Subdivisions as compared to the Applicant's Non-Participating Litigating Subdivisions; the Parties recognize that, although the goal is for 100% participation, Applicants with a greater number of clients have a greater probability of having one or more Non-Participating Litigating Subdivisions. As used in this paragraph II.C.4, "client" or "representing" a Subdivision shall include any Litigating Subdivision as to which the Applicant has a Fee Entitlement.

5. As set forth in Section II.H, the Fee Panel must consider the factors described in paragraph II.C.4 to determine how and whether to reduce the amounts to be paid by Kroger under this Fee Agreement and to determine how to allocate funds among Applicants. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given Kroger in this Fee Agreement shall be applied against the last Payment Year and then working backwards. Any reduction to an Applicant not credited to Kroger shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.

D. *Contingency Fee Fund* (40% of the Attorney Fee Fund)

1. The maximum potential total Contingency Fee Fund payment to be made by Kroger into the Attorney Fee Fund is $35,520,000, and in no event shall it exceed that amount. Kroger' maximum potential Contingency Fee Fund payment shall be subject to the reductions set forth in Section II.A.2 for Non-Settling States and to the adjustments set forth below and, subject to those reductions, shall be paid on the following yearly schedule:

	Kroger Shall Pay Contingency Fee Fund

Year 1 March 31, 2024	$5,920,000
Year 2 March 31, 2025	$5,920,000
Year 3 March 31, 2026	$5,920,000
Year 4 March 31, 2027	$5,920,000
Year 5 March 31, 2028	$5,920,000
Year 6 March 31, 2029	$5,920,000
Total	$35,520,000

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.

    a. The Contingency Fee Fund shall be available to Attorneys who represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court, and meet the eligibility criteria of Section II.G.

    b. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.

3. The amount owed by Kroger to the Contingency Fee Fund shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to paragraph II.H.7, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.

4. In the event that after the date of the Kroger Agreement, Kroger, prior to the Effective Date of the Kroger Agreement, settles with any Litigating Subdivision that would have been eligible to participate in the Settlement Agreement, and, under such settlement agreement pays attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Kroger Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settling Litigating Subdivision, shall be credited to Kroger, except that such refund shall not be greater than the amount paid to the Attorneys under the Litigating Subdivision's prior settlement agreement. All credits will be applied to the last Payment Year.

5. The Contingency Fee Allocation shall be determined as set forth in the Mathematical Model attached. If after application of the attached model funds remain in the Contingency Fee Fund, such funds shall be transferred to the MDL Common Benefit Fund established by Order of May 9, 2022 (Docket #4428).

E. *Subdivision Cost and Expense Fund*

1. Kroger shall pay $60,000,000 into the Subdivision Cost and Expense Fund on the schedule set forth below.

	Cost Fund
Year 1 March 31, 2024	$10,000,000
Year 2 March 31, 2025	$10,000,000
Year 3 March 31, 2026	$10,000,000
Year 4 March 31, 2027	$10,000,000
Year 5 March 31, 2028	$10,000,000
Year 6 March 31, 2029	$10,000,000

2. The Subdivision Cost and Expense Fund shall be available to compensate Attorneys for costs and expenses arising out of Qualifying Representations of Participating Litigating Subdivisions. No funds in the Subdivision Cost and Expense Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision.

3. During the period between March 22, 2024 and the Effective Date of the Kroger Agreement, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Subdivision Cost and Expense Fund, shall make best efforts to cease litigation activity against Kroger, including by jointly seeking stays or severance of claims against Kroger, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.

4. In the event that Kroger, prior to the Effective Date of the Kroger Agreement, settles with any Litigating Subdivision and, under such settlement agreement, pays costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Subdivision Cost and Expense Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Subdivision Cost and Expense Fund if they had settled under the Kroger Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to Kroger, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.

5. The Cost Fund shall be administered by the Cost Fund and Expense Fund Administrator (MDL Docket No. 3828), who will be governed by the provisions of this Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.

6. The costs of the Cost and Expense Fund Administrator shall be paid from the Cost Fund and allocated by the Cost and Expense Fund Administrator between the MDL Direct Cost Fund and the Subdivision Cost and Expense Fund to fairly charge each fund the cost incurred in implementing and supervising the specific fund.

7. The Cost and Expense Fund Administrator shall set the process and procedures for submission of and criteria for applications for payment of Subdivisions' costs and expenses incurred by Attorneys engaged in Qualifying Representations. The Cost and Expense Fund Administrator shall receive and evaluate applications from Attorneys for the Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement for eligible costs under Section II.E.2 in pursuit of claims asserted in MDL 2804. The process shall require a showing that the costs or expenses sought were reasonably incurred in furtherance of active litigation of a designated state or federal bellwether trial-set case, or Common Benefit. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Subdivisions for costs incurred. If funds remain after the reimbursement of approved out-of-pocket costs, the Cost and Expense Fund Administrator shall consider reasonable and appropriate payment to the Kroger Bellwethers for client time,

costs and expenses. In addition the Cost and Expense Fund Administrator shall have the authority to award additional abatement proceeds to the Kroger bellwethers not to exceed: $20 million for Montgomery, $11 million for Durham, $11.5 million for Cobb County, and $9.5 million for Tarrant County, as additional abatement proceeds. The Administrator shall take into account like payments from other settlement funds when making its determination under this provision. At the conclusion of the process, any funds not allocated by the Cost and Expense Fund Administrator shall be transferred to the MDL Expense Fund for reimbursement of expenses determined and approved at the discretion of the Administrator. If any funds remain thereafter they shall be transferred to the MDL Common Benefit Fund.

8. In the event that States and Subdivisions enter into an additional global settlement with a party or parties other than Kroger that is (a) under the jurisdiction of the MDL Court in MDL No. 2804, (b) creates a separate cost fund, and (c) unless the parties agree to another date, such agreement has an effective date prior to December 31, 2024, the Cost and Expense Fund Administrator shall have the authority to aggregate the Cost Fund with the cost fund created under that global settlement agreement. The Cost and Expense Fund Administrator shall have the authority to address the appropriate procedures and required information to allow the costs to be funded from the appropriate cost fund or shared by two or more cost funds; *provided, however*, that the Subdivision Cost and Expense Fund shall remain subject to the requirements set forth in Section II.E.2. For the avoidance of doubt, payment of Subdivision Costs and Expenses to Attorneys is available only to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions, and no funds in the Subdivision Cost and Expense Fund may be used to compensate Attorneys for the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision.

F. *MDL Expense Fund*

1. Kroger shall pay $5,000,000 of the Subdivision Cost and Expense Fund Year 1 payment into the MDL Expense Fund on the schedule set forth below.

	MDL Expense Fund
Year 1 March 31, 2024	$5,000,000

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL PEC for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The sum deposited into the MDL Expense Fund will be paid

directly to the MDL Opiate Capital Account. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions or Non-Litigating Subdivisions. Should the approved MDL Costs and Expenses be less than $5,000,000, the balance shall go to the Subdivision Costs and Expenses Fund.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after the Effective Date of the Settlement, unless the Administrator determines that there are sufficient funds to cover all Subdivision costs incurred by the MDL prior to the Effective Date and that costs were in pursuit of Abatement recovery for Litigating Subdivisions incurred following the public announcement of the Kroger Agreement, including reasonable costs related to the implementation of the Kroger Agreement.

4. At the conclusion of the Opioid MDL 2804 any funds remaining in the MDL Cost & Expense Fund shall be transferred to the MDL 2804 Common Benefit Fund (Dkt #5100).

G. Eligibility

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees received or awarded, including prior or future Contingency Fees, Common Benefit Fees, referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any Applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for which party or parties should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in paragraph II.G.3, must be subject to the criteria set forth in paragraph II.C.4, and must be disclosed to the Fee Panel.

2. An Applicant may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and any fund created by a past or future State Back-Stop Agreement, provided the Applicant satisfies the

requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:

   a. The Attorney must expressly waive the enforcement against the Participating Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund. All applications for attorneys' fees under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.

   b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, with respect to Released Claims against Released Entities.

   c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation of a Subdivision eligible to be a Participating Subdivision after the Reference Date unless the Attorney is recommending participation in the Agreement.

   d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions or Later Litigating States. This representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions or Later Litigating States that are the result of the MDL Court's Common Benefit Order.

   e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, other than a potential Common Benefit Fee.

f. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Kroger Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.

g. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, trial transcripts, or deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement.

h. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Kroger Agreement to be fair and will make or has made best efforts to recommend the Agreement to his or her Subdivision clients in Settling States. For avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this Section shall include an affirmation by the Attorney in compliance with this Subsection.

4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision, provided, however, that this provision is not intended to prohibit Attorneys who do not represent or otherwise have a contractual agreement with such Non-Settling State or Non-Participating Subdivision from receiving allocated shares of any future common benefit assessments that arise out of settlements or judgments involving such Non-Settling State or Non-Participating Subdivision. All applications for attorneys' fees under this Section shall include an affirmation by the Attorney of compliance with this Section.

5. An Attorney who has filed an application under this section and received an award of attorneys' fees shall provide a certification of compliance with the Sections of this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments under this Agreement. This certification will be done as directed by the Panel.

6. If, at any time, the Attorney is unable to make the representations set forth in this Section, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement with a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement with, a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, shall be prohibited from receiving any future funds from the Attorney Fee Fund and be subject to additional obligations as set forth in Subsection 8 below. If an Attorney fails to notify the Fee Panel of such Fee Entitlement with a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, the Attorney shall be required to refund amounts previously paid. The Fee Panel shall notify Kroger when it receives notification.

8. To the extent an Attorney who has received compensation from the Attorney Fee Fund based on Qualifying Representations of Participating Litigating Subdivisions under the Kroger Agreement represents a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, such Attorney shall be obligated to refund such amounts received as compensation from the Attorney Fee Fund to Kroger. Kroger or such Attorney may bring any dispute as to whether such Attorney shall be obligated to refund such amounts received from the Attorney Fee Fund to Kroger, to the Fee Panel. Nothing herein shall require a multi-attorney law firm that has received compensation from the Attorney Fee Fund to refund such amounts if an attorney of the firm that is no longer affiliated with such law firm, after such departure, represents a Later Litigating Subdivision or Later Litigating State, provided that (a) neither the law firm nor any of its other attorneys have any contractual or financial arrangement regarding, stand to benefit directly or indirectly from, or directly or indirectly provide financial or other support of any kind to, the former attorney's representation of the Later Litigating Subdivision or Later Litigating State and (b) if the former attorney was a partner or owner of the multi-attorney law firm at the time that the law firm received compensation from the Attorney Fee Fund, the former attorney shall be obligated to refund such amounts as the former attorney earned as a result of the compensation that the law firm received from the Attorney Fee Fund.

9. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could re-consider the Attorney's eligibility.

10. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Kroger Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.

11. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the procedures outlined herein.

12. Applicants are under an ongoing obligation to inform the Fee Panel in writing of any additional fees earned, expected, or received related to any Opioid litigation throughout the period of the Fee Panel's operation.

H. Calculation of Amounts Due

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Applicant. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section, except that the Fee Panel may receive information from Kroger as to (a) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in paragraph II.C.4; and (c) such other information as Kroger may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for making determinations under this Fee Agreement consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with Applicants and/or other counsel (including counsel for Kroger) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.

3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. The Fee Panel shall ensure that payments are only made for Qualifying Representations of Participating Litigating Subdivisions. In addition, the Fee Panel will give consideration in regard to Common Benefit Fund awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):

a. The Applicant's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Applicant's financial commitment to such Qualifying Representations. Claimed "time" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;

b. The novelty, time, and complexity of the Qualifying Representations;

c. The skill requisite to perform legal services properly and undesirability of the case;

d. The preclusion of other employment by the Applicant due to time dedicated to Qualifying Representations;

e. The Common Benefit, if any, alleged to have been conferred by the Applicant and whether such Common Benefit work product by that Applicant was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that any Applicant claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;

f. Any "common detriment," as set forth in paragraph II.C.4;

g. Any contingent fee agreement or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

h. The experience, reputation, and ability of the Applicant;

i. Whether the Applicant's clients brought Released Claims against Released Entities;

j. The status of discovery in cases primarily handled by the Applicant;

k. The nature of any work by the Applicant on "bellwether" cases or cases that were similarly active in litigation;

l. Any pressure points successfully asserted by the Applicant in cases against Kroger or any risk for Kroger created by the Applicant in cases against Kroger;

m. Any risk for defendants created by Applicants in cases against Kroger;

n. Successful and unsuccessful motion practice in cases worked on by the Applicant;

o. The date of filing of any cases filed by the Applicant;

p. Obtaining consolidation of the litigation in the Applicant's jurisdiction;

q. The number and population of entities represented by the Applicant and the fees that would have been awarded under extinguished contingent fee arrangements;

r. Whether the Applicant's clients brought claims against Kroger prior to the announcement of this settlement on September 8, 2023;

s. Whether the Applicant has had a leadership role in the litigation, whether in state or federal court;

t. Whether the Applicant has had a leadership role in any negotiations aimed at resolving the litigation;

u. Whether the Applicant's cases have survived motions to dismiss;

v. The extent to which the Applicant contributed to the work product used for the common benefit of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;

w. The extent to which litigation occurred prior to and contributed to completion of settlement negotiations, as distinct from litigation that occurred after the announcement of the Kroger Agreement on September 8, 2023, such latter litigation both being of less value and, the case of litigation filed after the announcement of the Kroger Agreement on September 8, 2023, resulting in a common detriment to the settlement process, which in both cases should be viewed less favorably; and

x. Any other factors that the Fee Panel finds to be appropriate to consider after input from Applicants to the Attorney Fee Fund.

4. It is possible that the States and Subdivisions that are litigating Opioid cases will enter additional settlements in close proximity of the time for processing the Kroger Agreement. If there are additional settlements and these settlements create a Common Benefit Attorney Fee Fund to be administered by the Fee Panel, the Fee Panel may:

    a. Consolidate the Common Benefit approval process to include evaluation of all Common Benefit Applications for all settlements entered after November 14, 2022;

    b. Determine the fair and equitable allocation of the Aggregate Common Benefit Fees that come after December 9, 2022, including consideration of beneficial or detrimental actions taken with respect to any Settling Defendant contributing to the Common Benefit Attorney Fee Fund;

    c. Give consideration to the amount and timing of each settlement, including the amount and timing of Common Benefit Fees;

    d. The Fee Panel shall abide by the applicable Attorney Fee Agreement in each of the Settlements in Allocating the Common Benefit Fees provided for in the Settlement; and

    e. Be guided in their work by the Orders of the Court related to Fees and Costs.

5. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Applicant seeking compensation from each sub fund of the Attorney Fee Fund pursuant to processes and procedures developed by the Fee Panel, which shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Applicant shall, at a minimum, require each Applicant to:

    a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;

    b. Identify all Subdivisions in both Settling and Non-Settling States (and, where applicable, Tribal Nations) with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;

    c. Identify which of those Subdivisions are Participating Subdivisions and which are not (with similar information for Tribal Nations, where applicable);

d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;

e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund;

f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters;

g. Notwithstanding "a-f" above, the Panel may consider a supplemental application if the Applicant shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Applicant having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or an Allocation Agreement is reached.

6. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):

   a. Review the applications of all Applicants seeking compensation from the Common Benefit Fund, including determining eligibility for each Applicant as set forth in Section II.G.

   b. Using criteria set forth in Sections II.C and II.G, allocate amounts from the Common Benefit Fund to eligible Applicants, including payment amounts for each Payment Year. In making such allocations, the Panel shall apply the principles set forth in paragraph II.C.5 to the amounts paid to Applicants with a Common Benefit Fee Entitlement.

7. With respect to the Contingency Fee Fund, the Fee Panel shall:

   a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.

   b. Apply the Mathematical Model in Exhibit A.

   c. Use such allocations to determine refund amounts owed to Kroger from the Attorney Fee Fund, and inform Kroger and the MDL PEC of all such adjustments.

8. To the extent that there is a dispute about the calculations of the Fee Panel related to the amount that Kroger is required to pay (including application of any reductions or refunds under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

9. For purposes of determination of fee or cost awards, allocations, reductions, and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).

10. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. Miscellaneous

1. The Fee Panel shall charge an hourly rate approved by the Court. The Pre-Effective Date costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the Cost Fund. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Kroger.

2. The MDL PEC will seek, and the Attorneys General for Settling States and the Kroger will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or had been paid in a case otherwise under the jurisdiction of the MDL Court.

3. The MDL PEC shall provide to Kroger information the PEC has that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or pursuant to a Participation Agreement.

4. The MDL PEC and Kroger agree that it is a conflict of interest for an Attorney that had represented a Participating Subdivision or Settling State to represent a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State. This Subsection shall be

enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The MDL PEC represents that it will comply with this provision in the case of the Kroger Agreement until the Effective Date of the Kroger Agreement, as well as thereafter, if the Kroger Agreement proceeds.

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as confidential under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents), including Non-Eligible States or subdivisions in Non-Eligible States. However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous

A. *Termination*. If the Kroger Agreement does not proceed past the Reference Date, whether because Kroger does not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Kroger shall have no obligation to make any payments under this Fee Agreement, and Kroger and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

B. *MDL Court Consideration*. This Fee Agreement shall be attached as an exhibit to the Kroger Agreement. This Fee Agreement shall also be submitted by Kroger and the MDL PEC to the MDL Court for approval pursuant to the motion and order that shall be attached.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Kroger under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in paragraph II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, Kroger and the MDL PEC shall meet and confer concerning such changes. The MDL Court shall have no authority to increase the payments made by Kroger related to fees and costs beyond the amounts described in this Fee Agreement.

2. If Kroger and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement, this Fee Agreement shall be null and void, Kroger shall have no obligation to make any payments under this Fee Agreement, and Kroger and the MDL PEC shall take such further steps as are necessary to restore the *status quo ante.*

C. *Amendment*. Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of Kroger and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement*. The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of Kroger as set forth in this Fee Agreement and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against Kroger, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this paragraph authorizes the MDL Court to act contrary to this Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Kroger Agreement.

EXHIBIT A

Description of Mathematical Model for the Allocation of the Contingency Fee Funds

Kroger Settlement Agreement

This document describes the Mathematical Model for allocation of the Contingency Fee Fund described in Exhibit R (Agreement of Attorneys' Fees, Costs, and Expenses) to the Kroger Settlement Agreement.[1] Awards of fees from the Contingency Fee Funds shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Kroger Settlement Agreement.[2] A Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a counsel to participate. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculations.

In general terms, allocation of the Contingency Fee Fund shall be made by (1) determining the amount of the Settlement Fund that is attributable to each Participating Litigating Subdivision; (2) making certain adjustments to these amounts based on when the Subdivision filed suit and the terms of the applicable fee contract; and (3) dividing the Contingency Fee Fund proportionately among counsel for each Participating Litigating Subdivision based on the amounts calculated in subpart 2.

To collect a fee award from the Contingency Fee Fund, a Participating Litigating Subdivision must have named Kroger (or any Released Entity) in its lawsuit. The total maximum amount of the Contingency Fee Fund in the Kroger Settlement Agreement is $35,520,000.[3]

Allocation of the Contingency Fee Fund shall be made according to the following steps. These calculations are made only for purpose of determining the percentage share of the Contingency Fee Fund that Attorneys for each Participating Litigating Subdivision should receive, ***not*** for determining the dollar amount each Subdivision will receive.

(1) For each Settling State, attribute 50% of the settlement funds for that State to its Subdivisions according to the Subdivision Allocation Percentage in Exhibit G to the Kroger Settlement Agreement.

Illustrative example:

- Assume that State A is allocated 1.00000% of the $1,200,000,000 Remediation amount [see Exhibit M of the Kroger Settlement Agreement].
- 50% of the 1% share allocated to State A is $6,000,000.

[1] *See* Kroger Settlement Agreement, Exhibit R § II.D.2.
[2] Kroger Settlement Agreement, Exhibit R § II.D.2.
[3] Kroger Settlement Agreement, Exhibit R § II.A.1 & II.D.1.

- Assume that, per Exhibit G of the Agreement, the Subdivision Allocation Percentage for City B in State A is 1.00000000%.
- For purposes of determining its counsel's share of the Contingency Fee Fund, City B is attributed 1.00000000% of $6,000,000, or $60,000.

(2) Adjust the amounts in paragraph 1 as follows:

a. *Upward Adjustment for Early Filers.* Increase the amount calculated in paragraph 1 above by 10% for any Litigating Subdivision that named Kroger in a suit before December 5, 2017, the date the National Prescription Opiate Litigation MDL was formed. If the Litigating Subdivision did not name Kroger in a suit before September 8, 2023, then fees from the Contingency Fee Fund will not be awarded to Attorneys with otherwise Qualifying Representations of that Participating Litigating Subdivision.

Illustrative Example:

- Assume City C is attributed $1,000,000 under paragraph 1 above.
- If City C named Kroger before 12/5/2017, the attributed amount would be adjusted to $1,100,000.

b. *Determine Amount Due under Contingency Fee Contract*. Determine the amount that would be due to Attorneys with Qualifying Representations of each Participating Litigating Subdivision under the terms of the applicable fee contract if the Participating Litigating Subdivision were to receive the amount calculated in paragraph 2.a. This amount can be referred to as the Contingency Fee Assumption.

Illustrative Example:

- Continuing the example given in paragraph 2.a, if Attorneys have a 20% contingency fee contract with City C for the relevant litigation, the amount calculated in this step would be 20% of $1,100,000, or $220,000.

In the next step, the Contingency Fee Assumption is used to determine the percentage share of the Contingency Fee Fund due to Attorneys for each Participating Litigating Subdivision.

(3) Divide the Contingency Fee Fund proportionately among Attorneys for each Participating Litigating Subdivision in two ways:

a. *National Fee Pool Calculation.* Determine each Litigating Subdivision's

percentage share of all amounts due under contingency fee contracts nationwide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions. Then multiply that percentage by the Contingency Fee Fund to figure each Subdivision's dollar share of the Contingency Fee Fund (but only if the Subdivision timely named Kroger in a lawsuit).

Illustrative example:

- $220,000 [from para. 2.b] ÷ $280,000,000 [total amount owed under contingency fee contracts nationwide] = 0.0785714%[4]
- 0.0785714% * $225,493,007.20 [Contingency Fee Fund] = $177,173.01

b. *Separate State Fee Pools Calculation.* Determine each Litigating Subdivision's percentage share of all amounts due under contingency fee contracts statewide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions in the same State. Then multiply that percentage by the portion of the Contingency Fee Fund that corresponds to that State's Overall Allocation Percentage, shown in Exhibit F of the Kroger Settlement Agreement, to figure each Subdivision's dollar share of the Contingency Fee Fund (but only if the Subdivision timely named Kroger in a lawsuit).

Illustrative example:

- 1% * $225,493,007.20 = $2,254,930.072 [amount of the Contingency Fee Fund corresponding to State A]
- Assume a total of $2,500,000 is owed under contingency fee contracts for State A.
- $220,000 [from para. 2.b] ÷ $2,500,000 = 8.8%
- 8.8% * $2,254,930.072 = $198,433.85

The award of fees to Attorneys with Qualifying Representations of Participating Litigating Subdivisions will be the average of the final amounts calculated in paragraphs 3.a and 3.b above, less any amounts the Fee Panel is authorized to, and does, withhold.[5]

Paragraph 3.a represents allocation based on a proportional share of a National Fee Pool,

[4] In this example, $280 million is the amount theoretically owed under all contingency fee contracts for litigation against Kroger as calculated in paragraph 2.b. This amount is illustrative only; the actual amount will not be known until all litigating subdivisions are identified and the terms of their contingency fee contracts are collected.

[5] The model also enforces a maximum fee award of 20% of the amount calculated in paragraph 2.b. The description in this document of the Mathematical Model is by necessity an abstraction; the precise contours of the calculations are defined in the model itself.

while paragraph 3.b represents allocation based on a proportional share of the Separate State Fee Pools. In other words, for the National Fee Pool described above in paragraph 3.a, the contingency fee contract rate is compared to all other contingency fee contract rates in the nation. For the Separate State Fee Pools described above in paragraph 3.b, the contingency fee contract terms are compared to the other contingency fee contract terms in that same State. The National Fee Pool and the Separate State Fee Pools are given equal weighting.

Using the first methodology, Attorneys for two Subdivisions in different States with the same amount calculated under paragraph 2.b would be assigned the same amount under paragraph 3.a. Using the second methodology, Attorneys for the same two Subdivisions would be assigned different amounts under paragraph 3.b because they are in different States. Specifically, the Subdivision in the State with a smaller proportion of Participating Litigating Subdivisions would be allocated more than the Subdivision in the State with a greater proportion of Participating Litigating Subdivisions.

By: 

Name: Chantale Fiebig

Date: March 21, 2024

On behalf of Kroger

By: _____

Name: Paul T. Farrell, Jr.

Date: _____

By: _____

Name: Jayne Conroy

Date: _____

By: _____

Name: Joseph F. Rice

Date: _____

On behalf of Plaintiffs' Executive Committee

EXHIBIT S

State Outside Counsel Fee Fund

1. **Definitions**. This Exhibit incorporates all defined terms in the Agreement. Additionally, the following definitions apply to this Exhibit:

   a. "State Outside Counsel Fee Fund" or "Fee Fund" means the fees portion of the State AG Fees and Costs amount, which is disbursed pursuant to this Exhibit.

   b. "Outside Counsel States" means Alaska and Utah, the two states with litigation brought by outside counsel as of September 8, 2023, when the agreement in principle was announced.

   c. "Retained Amount" means any amount retained by Kroger pursuant to Section 4 below.

2. **Payment**. The amount of the State Outside Counsel Fee Fund is $8 million. It is to be paid by Kroger pursuant to the schedule in Exhibit M-3 and the terms of the Agreement, including this Exhibit.

3. **Allocation**. The State Outside Counsel Fee Fund is allocated evenly between the Outside Counsel States, with Alaska and Utah each eligible for an allocation of $4 million. If both Outside Counsel States are Settling States, the Settlement Fund Administrator shall evenly allocate the Fee Fund portion of the Annual Fees Payments between the two states.

4. **Use of Funds**. An Outside Counsel State may use any or all of a Fee Fund payment for the payment of (or reimbursement for) outside counsel fees and/or for Opioid Remediation.

5. **Retained Amount for Non-Settling Outside Counsel States**. If an Outside Counsel State is a Non-Settling State, then its Fee Fund allocation shall not be paid by Kroger. The Retained Amount shall be applied to the back end of all payments for State AG Fees and Costs and the Additional Remediation Amount.

For example, if one Outside Counsel State is a Non-Settling State, then the following would occur:

   i. The $4 million Retained Amount would be applied to Payment Year 6 and there would be no payment that year for the Fee Fund, State Cost Fund, or Additional Restitution Amount.

   ii. The full Payment Year 3 Fee Fund payment would be made to the Outside Counsel State that is a Settling State.

   iii. The two Additional Remediation payments will move up a year and be paid in Payment Years 4 and 5.

EXHIBIT T

State Cost Fund

1. **Definitions**. This Exhibit incorporates all defined terms in the Agreement. Additionally, the following definitions apply to this Exhibit:

a. "Agreement on the Joint State Cost Fund" means the Agreement on the Joint State Cost Fund, which is Exhibit T to the multistate settlement agreements with Allergan Finance, LLC, CVS Health Corporation, Teva Pharmaceutical Industries Ltd., Walgreen Co., and Walmart Inc.

b. "Joint State Cost Fund" means the fund for state costs established by the Agreement on the Joint State Cost Fund.

c. "Joint State Cost Fund Committee" means the committee established to oversee the Joint State Cost Fund pursuant to the Agreement on the Joint State Cost Fund.

d. "Litigating States" means Alaska, Utah, and Washington, the three states with active litigation as of September 8, 2023, when the agreement in principle was announced.

e. "Priority Payment" means a payment to a Litigating State that becomes a Settling State for Kroger-related costs that is made pursuant to the requirements of Section 4 below.

f. "State Cost Fund" means the State costs portion of the State AG Fees and Cost amount, which is disbursed through this Exhibit.

2. **Payment.** The amount of the State Cost Fund is $8 million. It is to be paid by Kroger pursuant to the schedule in Exhibit M-3 and the terms of the Agreement, including this Exhibit. The amount to be paid by Kroger into the State Cost Fund will be reduced by $2 million for each Litigating State that does not become a Settling State. The Retained Amount shall be applied to the back end of all payments for State AG Fees and Costs and the Additional Remediation Amount.

3. **NAAG Grant Reimbursement**. From the initial State Cost Fund payment in Payment Year 1, there shall be a disbursement to the relevant NAAG fund for any opioid grant reimbursement amount that is owing and is not scheduled to be paid from another source. Any initial NAAG grant reimbursement paid from the State Cost Fund pursuant to this provision shall not exceed $1.5 million. The foregoing sentence is not intended to limit reimbursements to NAAG from the Joint State Cost Fund.

4. **Priority for Litigating States**. Each Litigating State that becomes a Settling State is eligible for a Priority Payment of up to $2 million per state from the State Cost Fund for Kroger-related costs. The process for such priority payments is as follows:

a. The Litigating State will provide the Joint State Cost Fund Committee with a written statement of the amount of its Kroger-related costs and a request for a Priority Payment of such costs up to $2 million. The Litigating State will certify that these costs are eligible for reimbursement pursuant to the requirements the Joint State Cost Fund Committee has established for payments from the Joint State Cost Fund.

b. The Priority Payments to Litigating States shall be made from the amounts Kroger pays to the State Cost Fund in Payment Years 1 and 2.

c. If there are not sufficient funds to fully pay any NAAG grant reimbursement amount and all Litigating State Priority Payments in Payment Year 1, then the $4 million Year 1 State Cost Fund payment shall fully cover the NAAG reimbursement amount and the remaining amount shall be allocated equitably among the Litigating State Priority Payments pursuant to instructions from the Joint State Cost Fund Committee. The remaining priority payment amounts shall be paid from the Payment Year 2 State Cost Fund payment.

d. Litigating States receiving a Priority Payment shall submit the costs covered by such payment to the Joint State Cost Fund Committee (or its auditor) so that the Committee may account for the expenses and their reimbursement in processing applications for any payments from the Joint State Cost Fund and otherwise confirm the eligibility of such expenses. If such submitted expenses are determined by the Committee to be ineligible pursuant to the requirements the Joint State Cost Fund Committee has established for payments from the Joint State Cost Fund, the recipient will refund the amount of any such ineligible expense to the Joint State Cost Fund.

5. **Eligibility for Joint Cost Fund Payments**. While they will be credited with having received Priority Payments, Litigating States receiving Priority Payments remain eligible to apply for cost reimbursement from the Joint State Cost Fund for expenses not covered by the Priority Payments. Should a Litigating State receive additional funds for remediation or fees from Kroger outside of this Agreement, such additional funds shall not affect such State's eligibility for reimbursement of costs from funds paid into the Joint State Cost Fund from the Kroger State Cost Fund payments.

6. **Remaining State Cost Fund Amounts**. State Cost Fund payment amounts that are not directed to NAAG grant reimbursement or to Litigating State Priority Payments pursuant to this Exhibit shall be directed to the Joint State Cost Fund to be disbursed pursuant to the Agreement on the Joint State Cost Fund.

7. **Clarification**. No State that is not a Settling State may receive payments from the State Cost Fund.

EXHIBIT U - Exemplar Tax Form

0303 ☐ VOID ☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [Appropriate Official] [Designated State] [Address]	1 Total amount required to be paid $ *	OMB No. 1545-2284 Form **1098-F** (Rev. January 2022) For calendar year 20 24	**Fines, Penalties, and Other Amounts**
	2 Amount to be paid for violation or potential violation $ *		
	3 Restitution/remediation amount $ *		
FILER'S TIN XX-XXXXXXX PAYER'S TIN 31-0345740	4 Compliance amount $ *	5 Date of order/agreement XX/XX/2024	**Copy A** **For Internal Revenue Service Center** **File with Form 1096.**
PAYER'S name The Kroger Co	6 Court or entity U.S. District Court for the Northern District of Ohio and Jurisdictions of other cases settled under the Settlement Agreement entered into by the Kroger Co .and the Settling States (as defined in the Agreement), dated as of [_].		
Street address (including apt. no.) 1014 Vine Street	7 Case number No. 1:1-MD2804, and other cases settled under the Settlement Agreement entered into by the Kroger Co. and the Settling States (as defined in the Agreement), dated as of [_].		For Privacy Act and Paperwork Reduction Act Notice, see the **current General Instructions for Certain Information Returns.**
City or town, state or province, country, and ZIP or foreign postal code Cincinnati, OH 45202	8 Case name or names of parties to suit, order, or agreement National Prescription Opiate Litigation		
	9 Code A, B, I		

Form **1098-F** (Rev. 1-2022) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

EXHIBIT V

[Intentionally Omitted]

EXHIBIT W

Non-Litigating Threshold Subdivisions

[Exhibit to be inserted prior to the Effective Date]

EXHIBIT X

Governor's Release of Opioid-Related Claims Pursuant to the Kroger Settlement Agreement

I, [NAME], Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory], hereby authorize Attorney General [NAME] to settle and release, to the maximum extent of my power as Governor, all Released Claims of (1) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with regulatory authority to enforce state and federal controlled substances acts and (2) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. The foregoing authorization is given in connection with Section X.G of the Kroger Settlement Agreement dated as of March 22, 2024 setting forth the terms of settlement between and among Kroger, on the one hand, and the Settling States and Participating Subdivisions, on the other hand. This release is intended to be a "release from a State's Governor" as contemplated in such section. Capitalized terms used herein and defined in the Settlement Agreement have the meanings given to them in such settlement agreement.

_____
[Name]
Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory]

Date: _____

Subdivision Participation and Release Form

Governmental Entity: DOUGLAS COUNTY	State: Nevada
Authorized Official: Jenifer Davidson, County Manager	
Address 1: 1594 Esmeralda Avenue	
Address 2:	
City, State, Zip: Minden, Nevada 89423	
Phone: 775-782-9821	
Email: jrdavidson@douglasnv.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release

Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Jenifer Davidson

Title: County Manager

Date: _____

KROGER (1-11)
OPIOID LITIGATION SETTLEMENT CALCULATOR

NEVADA RECOVERY	**$ 2,607,044.92**
LEAD LITIGATOR COSTS ESTIMATE	
FEDERAL GOVERNMENT CMS MEDICAID COSTS (22.52%)	
ALLOCATION AMOUNT ESTIMATE	**$ 2,607,044.92**

GOVERNMENT ENTITY	GROSS ALLOCATION	ATTORNEY FEES	NET ALLOCATION
STATE OF NEVADA	$ 1,143,449.88	$ 245,841.72	$ 897,608.16
CARSON CITY	$ 26,558.41	$ 6,639.60	$ 19,918.81
CHURCHILL COUNTY	$ 10,264.27	$ 2,566.07	$ 7,698.20
CLARK COUNTY	$ 979,508.08	$ 244,877.02	$ 734,631.06
DOUGLAS COUNTY	$ 24,297.82	$ 6,074.46	$ 18,223.36
ELKO COUNTY	$ 15,844.51	$ -	$ 15,844.51
ESMERALDA COUNTY	$ 727.83	$ 181.96	$ 545.87
EUREKA COUNTY	$ 1,512.73	$ -	$ 1,512.73
HUMBOLDT COUNTY	$ 14,918.02	$ 3,729.51	$ 11,188.51
LANDER COUNTY	$ 5,309.10	$ -	$ 5,309.10
LINCOLN COUNTY	$ 3,473.53	$ 868.38	$ 2,605.15
LYON COUNTY	$ 23,009.76	$ 5,752.44	$ 17,257.32
MINERAL COUNTY	$ 8,771.22	$ 2,192.81	$ 6,578.41
NYE COUNTY	$ 23,442.17	$ 5,860.54	$ 17,581.63
PERSHING COUNTY	$ 5,304.80	$ -	$ 5,304.80
STOREY COUNTY	$ 1,849.85	$ -	$ 1,849.85
WASHOE COUNTY	$ 133,391.30	$ 33,347.83	$ 100,043.47
WHITE PINE COUNTY	$ 15,307.12	$ 3,826.78	$ 11,480.34
BOULDER CITY	$ 2,164.16	$ 541.04	$ 1,623.12
ELY CITY	$ 96.85	$ 24.21	$ 72.64
FERNLEY CITY	$ 211.50	$ 52.88	$ 158.62
HENDERSON CITY	$ 33,692.90	$ 8,423.23	$ 25,269.67
LAS VEGAS CITY	$ 69,091.89	$ 17,272.97	$ 51,818.92
MESQUITE CITY	$ 2,144.27	$ 536.07	$ 1,608.20
NORTH LAS VEGAS CITY	$ 35,505.16	$ 8,876.29	$ 26,628.87
RENO CITY	$ 19,850.54	$ 4,962.64	$ 14,887.90
SPARKS CITY	$ 6,225.01	$ 1,556.25	$ 4,668.76
WEST WENDOVER CITY	$ 825.49	$ 206.37	$ 619.12
CENTRAL LYON FIRE PROTECTION DISTRICT	$ 220.89	$ 55.22	$ 165.67
NORTH LYON FIRE PROTECTION DISTRICT	$ 75.86	$ 18.97	$ 56.89
TOTAL:	**$ 2,607,044.92**	**$ 604,285.26**	**$ 2,002,759.66**

AGENDA ITEM NO. W.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the payment of a $86,373.50 invoice to Motorola Solutions for annual software maintenance, updates and support necessary for the Douglas County Sheriff's Office and 9-1-1 Emergency Communications for Fiscal Year 2024-25. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the payment of a $86,373.50 invoice to Motorola Solutions for annual software maintenance, updates and support necessary for the Douglas County Sheriff's Office and 9-1-1 Emergency Communications for Fiscal Year 2024-25.

FINANCIAL IMPACT:
The Douglas County Sheriff's Office and 9-1-1 Emergency Communications each pay a portion of the total $86,373.50 annual invoice based on which entity is the primary user of the software module(s) provided. For the Fiscal Year 2024-25 invoice, the Douglas County Sheriff's Office will pay the entire amount of $86,373.50 and 911 Emergency Services will pay $0. After a review of annual services received over the last three years, it was determined that 911 Emergency Services had been paying for services not received. Motorola Solutions, Inc. issued credits against the amounts owed by 911 Emergency Services thereby reducing their annual fee to zero for Fiscal Year 2024-25. The Douglas County Sheriff's Office has included this annual fee in their Fiscal Year 2024-25 budget on line item 101-212 533.806 - Software.

BACKGROUND:
The Douglas County Sheriff's Office and 9-1-1 Emergency Communications have paid these software maintenance/support fees to Motorola Solutions, Inc. (previously Spillman) for more than 17 years to successfully manage their Computer Aided Dispatch and Records Management Software Systems. These fees provide all updates, technical support and maintenance of the software necessary to successfully keep both entities running their 24-hour law enforcement and emergency operations. Both entities cannot afford to have their systems fail and need their software working at peak performance.

ATTACHMENTS:
Motorola Annual Invoices and Credits.pdf

Motorola Solutions Annual Invoices:

Invoice	Description	Amount
8230458600	Annual Invoice	$122,076.46
1187119194	Active Directory Integration	$ 3,744.17
CM1188082013	Credit Memo FY20/21	$ (12,636.83)
CM1188081830	Credit Memo FY21/22	$ (13,142.30)
CM1188081829	Credit Memo FY22/23	$ (13,668.00)
	Net Total	$ 86,373.50

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number	Transaction Date	Transaction Total
8230458600	02-JUN-2024	**122,076.46 USD**

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date
Net Due in 30 Days	02-JUL-2024

Visit our website at www.motorolasolutions.com

Bill To Address

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Ship To Address

DOUGLAS COUNTY SHERIFF
1625-8TH STREET
P.O. BOX 218
MINDEN NV 89423
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: (801) 882-2693

Sales Order(s): USC000204008-R03-MAR-24 12:22:20

SPECIAL INSTRUCTIONS / COMMENTS
General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
		Equipment at Site: 1863976 1000702721 1625-8TH STREET P.O. BOX 218 MINDEN NV 89423 United States			
1	SSV00S00012A-SP	FLEX CAD MAINTENANCE (ENHANCED) - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,304.67	2,304.67
2	SSV00S00052A-SP	FLEX STATELINK MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,304.67	2,304.67
3	SSV00S00072A-SP	FLEX CAD MAPPING MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	4,612.07	4,612.07

Please detach here and return the bottom portion with your payment

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Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
8230458600	1000702721	02-JUL-2024	**122,076.46 USD**	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8230458600	02-JUN-2024	**122,076.46 USD**

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date
Net Due in 30 Days	02-JUL-2024

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
4	SSV00S00103A-SP	BRAZOS XML INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	3,095.70	3,095.70
5	SSV00S00151A-SP	FLEX COMMISSARY MANAGEMENT MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,150.98	1,150.98
6	SSV00S00178A-SP	FLEX DRIVER LICENSE SCANNING MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	3,028.64	3,028.64
7	SSV00S00181A-SP	E9-1-1 INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,304.67	2,304.67
8	SSV00S00190A-SP	FLEX EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,304.67	2,304.67
9	SSV00S00193A-SP	FLEX EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,150.98	1,150.98
10	SSV00S00015A-SP	FLEX HUB MAINTENANCE (ENHANCED) - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	21,928.59	21,928.59
11	SSV00S00259A-SP	HIPLINK PAGING INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	7,370.39	7,370.39
12	SSV00S00262A-SP	FLEX IMAGING MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	4,612.07	4,612.07
13	SSV00S00301A-SP	FLEX LICENSES AND PERMITS MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,150.98	1,150.98
14	SSV00S00307A-SP	LIVESCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,304.67	2,304.67
15	SSV00S00331A-SP	FLEX MOBILE ARREST FORM MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,865.22	2,865.22
16	SSV00S00334A-SP	FLEX MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	3,028.64	3,028.64
17	SSV00S00352A-SP	FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,736.71	1,736.71
18	SSV00S00354A-SP	FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	4,041.38	4,041.38
19	SSV00S00021A-SP	FLEX CIVIL PROCESS MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	3,455.63	3,455.63
20	SSV00S00447A-SP	FLEX PREMISES AND HAZMAT INFORMATION MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,150.98	1,150.98

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8230458600	02-JUN-2024	**122,076.46 USD**

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date
Net Due in 30 Days	02-JUL-2024

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
21	SSV00S00453A-SP	PROQA FIRE INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	3,025.91	3,025.91
22	SSV00S00456A-SP	PROQA MEDICAL INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	3,455.63	3,455.63
23	SSV00S00459A-SP	PROQA POLICE INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,149.60	1,149.60
24	SSV00S00468A-SP	FLEX QUICKEST ROUTE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	0.00	0.00
25	SSV00S00474A-SP	FLEX RAPID NOTIFICATION 2.0 MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,304.67	2,304.67
26	SSV00S00477A-SP	FLEX RESPONSE PLANS MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,304.67	2,304.67
27	SSV00S00480A-SP	FLEX SENTRYX GIS (GEOBASE) MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	0.00	0.00
28	SSV00S00527A-SP	FLEX TRAFFIC INFORMATION MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,150.98	1,150.98
29	SSV00S00023A-SP	FLEX COMPSTAT MANAGEMENT DASHBOARD THIRD PARTY MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,515.43	2,515.43
30	SSV00S00587A-SP	ZOLL EPCR INTERFACE MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	2,315.62	2,315.62
31	SSV00S006026-SP	MOBILE SERVER CAD SHARE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	10,375.11	10,375.11
32	SSV00S00028A-SP	FLEX TOUCH MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,426.05	1,426.05
33	SSV00S00031A-SP	FLEX JAIL MANAGEMENT MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	6,914.00	6,914.00
34	SSV00S00033A-SP	FLEX LAW RECORDS MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,150.98	1,150.98
35	SSV00S00036A-SP	FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	6,348.79	6,348.79
36	SSV00S00038A-SP	FLEX MOBILE RECORDS MAINTENANCE - STANDARD:01-JUL-2024:30-JUN-2025: Service From: 01-JUL-2024 Service To: 30-JUN-2025	1	1,736.71	1,736.71
		Site NV Tax at 0%			0.00
		Site Total			122,076.46

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8230458600	02-JUN-2024	**122,076.46 USD**

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date
Net Due in 30 Days	02-JUL-2024

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Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)

Total Tax NV 0.00

USD	Subtotal	122,076.46
USD	Total Tax	0.00
USD	Total	122,076.46
USD	Amount Due	122,076.46

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number	Transaction Date	Transaction Total
1187119194	20-MAR-2024	3,744.17 USD

P.O. Number	P.O. Date	Customer Account No
Quote#1378657	11-NOV-2023	1000702721

Payment Terms	Payment Due Date
Net Due in 30 Days	19-APR-2024

Visit our website at www.motorolasolutions.com

Bill To Address

DOUGLAS COUNTY SHERIFFS DEPT
ATTN: Accounts Payable
PO BOX 216
MINDEN NV 89423
United States

Project No: USNV23D038SW

Project Name: USNV23D038SW DOUGLAS CO FLEX

Ship To Address

DOUGLAS COUNTY SHERIFFS DEPT
1625 EIGHTH ST FL 1
MINDEN NV 89423
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: (801) 882-2693

Sales Order(s): 3203163562

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1		Active Directory Integration	1	3,744.17	3,744.17

USD Subtotal	3,744.17
USD Total Tax	0.00
USD Total	3,744.17
USD Amount Due	3,744.17

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
1187119194	1000702721	19-APR-2024	3,744.17 USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

DOUGLAS COUNTY SHERIFFS DEPT
ATTN: Accounts Payable
PO BOX 216
MINDEN NV 89423
United States

Send Payments To:

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
P.O. BOX 404059
Atlanta GA 30384
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

1369

MOTOROLA SOLUTIONS

ORIGINAL CREDIT MEMO

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Credit Memo Number	Credit Memo Date	Credit Memo Total Amount
1188081830	19-SEP-2023	(13,142.30) USD

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date

Visit our website at www.motorolasolutions.com

Bill To Address

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Ship To Address

DOUGLAS COUNTY SHERIFF
1625-8TH STREET
P.O. BOX 218
MINDEN NV 89423
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: (801) 882-2693

SPECIAL INSTRUCTIONS / COMMENTS
General Comment: Credit memo for invoice #8230326497 Service From: 01-JUL-2021 Service To: 30-JUN-2022

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00110A-SP	CAD2CAD (FLEX-UNKNOWN) INTERFACE STANDARD MAINTENANCE	-1	4,248.56	(4,248.56)
2	SSV00S00250A-SP	HAZMAT INFORMATION MAINTENANCE - STANDARD	-1	1,023.21	(1,023.21)
3	SSV00S00438A-SP	PIN MAPPING MAINTENANCE - STANDARD	-1	2,048.84	(2,048.84)
4	SSV00S00584A-SP	ZETRON IP FIRE STATION ALERTING INTERFACE MAINTENANCE - STANDARD	-1	5,821.69	(5,821.69)
			USD Subtotal		(13,142.30)
			USD Total Tax		0.00
			USD Total		(13,142.30)

Please detach here and return the bottom portion with your payment

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Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
1188081830	1000702721		(13,142.30) USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
P.O. BOX 404059
Atlanta GA 30384
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL CREDIT MEMO

Credit Memo Number	Credit Memo Date	Credit Memo Total Amount
1188081830	19-SEP-2023	(13,142.30) USD

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

ORIGINAL CREDIT MEMO

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

Credit Memo Number	Credit Memo Date	Credit Memo Total Amount
1188081829	19-SEP-2023	(13,668.00) USD

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date

Bill To Address

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Ship To Address

DOUGLAS COUNTY SHERIFF
1625-8TH STREET
P.O. BOX 218
MINDEN NV 89423
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: (801) 882-2693

SPECIAL INSTRUCTIONS / COMMENTS
General Comment: Credit memo for invoice #8230370103 Service From: 01-JUL-2022 Service To: 30-JUN-2023

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00250A-SP	HAZMAT INFORMATION MAINTENANCE - STANDARD	-1	1,064.14	(1,064.14)
2	SSV00S00438A-SP	PIN MAPPING MAINTENANCE - STANDARD	-1	2,130.80	(2,130.80)
3	SSV00S00584A-SP	ZETRON IP FIRE STATION ALERTING INTERFACE MAINTENANCE - STANDARD	-1	6,054.56	(6,054.56)
4	SSV00S00110A-SP	CAD2CAD (FLEX-UNKNOWN) INTERFACE STANDARD MAINTENANCE	-1	4,418.50	(4,418.50)
				USD Subtotal	**(13,668.00)**
				USD Total Tax	**0.00**
				USD Total	**(13,668.00)**

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date
1188081829	1000702721	

Transaction Total	Amount Paid
(13,668.00) USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Send Payments To:

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
P.O. BOX 404059
Atlanta GA 30384
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL CREDIT MEMO

Credit Memo Number	Credit Memo Date	Credit Memo Total Amount
1188081829	19-SEP-2023	(13,668.00) USD

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

ORIGINAL CREDIT MEMO

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

Credit Memo Number	Credit Memo Date	Credit Memo Total Amount
1188082013	19-OCT-2023	(12,636.83) USD

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date

Bill To Address

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Ship To Address

DOUGLAS COUNTY SHERIFFS DEPT
1625 EIGHTH ST FL 1
MINDEN NV 89423
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: (801) 882-2693

SPECIAL INSTRUCTIONS / COMMENTS
General Comment: Credit memo for invoice #8230276880 Service From: 01-JUL-2020 Service To: 30-JUN-2021

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00584A-SP	ZETRON IP FIRE STATION ALERTING INTERFACE MAINTENANCE - STANDARD	-1	5,597.78	(5,597.78)
2	SSV00S00110A-SP	CAD2CAD (FLEX-UNKNOWN) INTERFACE STANDARD MAINTENANCE	-1	4,085.15	(4,085.15)
3	SSV00S00250A-SP	FLEX HAZMAT INFORMATION MAINTENANCE - STANDARD	-1	983.86	(983.86)
4	SSV00S00438A-SP	FLEX PIN MAPPING MAINTENANCE - STANDARD	-1	1,970.04	(1,970.04)

USD Subtotal	(12,636.83)
USD Total Tax	0.00
USD Total	(12,636.83)

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
1188082013	1000702721		(12,636.83) USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

DOUGLAS COUNTY SHERIFF
ATTN: Accounts Payable
1625 8TH STREET
MINDEN NV 89423
United States

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
P.O. BOX 404059
Atlanta GA 30384
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL CREDIT MEMO

Credit Memo Number	Credit Memo Date	Credit Memo Total Amount
1188082013	19-OCT-2023	(12,636.83) USD

P.O. Number	P.O. Date	Customer Account No
		1000702721

Payment Terms	Payment Due Date

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

AGENDA ITEM NO. X.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the starting salary for a newly hired Deputy Sheriff II at Step 7 ($37.14 an hour) based on the candidate's experience and qualifications. (Undersheriff Elges)

RECOMMENDED MOTION:
Authorize the hiring of a new Deputy Sheriff II at Step 7 as presented.

FINANCIAL IMPACT:
The proposed salary will be paid from the existing Douglas County Sheriff's Office salary and benefits budget, with available funding due to several vacancies.

BACKGROUND:
The most qualified proposed candidate has more than 30 years of experience in law enforcement. The candidate worked at several levels of law enforcement, starting as a Deputy Sheriff and finishing as a Commander (Captain Level) with a California agency. The candidate has extensive certifications and training. The candidate worked briefing for the Douglas County Sheriff's Office (DCSO) as a Deputy Sheriff II and was trained to a Patrol Deputy level. Due to personal reasons, the candidate left DCSO but remained in contract as a Reserve Deputy Sheriff and continued providing law enforcement services since his separation from DCSO. The candidate desires to return to full-time service and this salary would be the correct amount if he had remained in service with DCSO.

ATTACHMENTS:

AGENDA ITEM NO. Y.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through June 20, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through June 20, 2024, as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Under their Nevada Revised Statutes 251.030 duties, County Comptrollers are required to report to the Board of County Commissioners, at each regular board meeting, the condition of each fund in the treasury. The attached Cash Report reflects the cash balances currently recorded in the County's general ledger, or official accounting record. Actual general ledger cash balances may differ from reported cash balances due to timing differences of general ledger entries.

ATTACHMENTS:
Cash Report as of June 20, 2024 Updated.pdf

Douglas County, Nevada
Cash Report
5/25/2024 - 6/20/2024

Fund	Description	Beginning Balance 5/25/2024	Total Debits Increases	Total Credits Decreases	Notes	Ending Balance 6/20/2024
101	General Fund	21,033,486.05	2,751,306.04	4,125,552.23	1	$ 19,659,239.86
101	General Fund - RESTRICTED	542,774.24	452.07	-		543,226.31
201	Stabilization Fund	780,543.25	1,742.33	-		782,285.58
202	NV Cooperative Extension	820,302.07	2,734.91	745.28		822,291.70
208	Cash Trust	1,447,935.40	178,815.09	682,880.75	2	943,869.74
211	Solid Waste Mgmt.	2,823,233.68	62,409.71	22,502.65		2,863,140.74
212	Landscape Maintenance Districts	11,307.74	31.25	-		11,338.99
215	Assistance To Indigents	2,209,349.86	7,745.68	3.87		2,217,091.67
216	Social Services	2,336,025.09	65,483.82	151,054.08		2,250,454.83
217	One Nevada (Opioid Settlement)	829,919.82	45,395.13	8,221.84		867,093.11
218	ARPA	6,412,944.42	-	-		6,412,944.42
220	PALS Sales Tax Fund	226,764.73	-	-		226,764.73
222	Law Library	53,307.52	1,978.66	-		55,286.18
224	Library - Unrestricted	960,442.74	2,649.95	133,000.10		830,092.59
232	Road Operating	2,454,333.57	94,548.67	213,352.93	3	2,335,529.31
234	Room Tax	8,752,846.67	1,574,189.61	1,487,262.59	4	8,839,773.69
235	Library Gift Fund	111,672.96	575.70	137.64		112,111.02
236	Tahoe-Douglas Trans.Dist.	4,395,033.57	9,813.78	5,968.56		4,398,878.79
240	Justice Ct. Admin. Assess	1,239,321.97	18,614.22	-		1,257,936.19
242	China Spring Youth Camp	784,187.15	41,200.92	422,697.31	5	402,690.76
245	Stormwater Management	1,070,650.38	4,738.37	102,499.35		972,889.40
246	Flood Litigation Settlement Fund	121,253.52	-	71.92		121,181.60
255	911 Emergency Services	2,891,046.44	8,966.61	160,971.95		2,739,041.10
256	911 Surcharge	652,771.74	51,370.78	20,093.00		684,049.52
260	Senior Services Program	1,886,604.14	71,631.98	166,118.09		1,792,118.03
309	Risk Management	8,894,349.42	123,040.55	52,642.16		8,964,747.81
310	Self Ins.Dental Insurance	782,474.54	21,054.21	22,461.45		781,067.30
313	Motor Pool/Vehicle Maint	1,234,213.21	319,650.94	220,104.41	6	1,333,759.74
324	Regional Water Fund	1,936,323.15	63,654.02	4,526.99		1,995,450.18
325	Sewer Utility	8,710,463.17	219,326.44	225,252.71	7	8,704,536.90
325	Sewer Utility - RESTRICTED	203,861.00	-	-		203,861.00
328	Douglas County Water Utility	20,168,730.50	469,537.26	313,718.28	8	20,324,549.48
328	Douglas County Water Utility - RESTRICTED	240,423.33	-	-		240,423.33
360	Airport Enterprise Fund	1,850,235.48	110,052.70	123,239.69		1,837,048.49
360	Airport Enterprise Fund - RESTRICTED	7,932.71	-	-		7,932.71
401	Extraordinary Maintenance	3,623,384.03	8,017.00	98,168.82		3,533,232.21
405	Ad Val Capital Projects	1,165,823.93	5,224.91	90,000.21		1,081,048.63
410	County Construction	6,734,482.08	65,027.74	39,719.80		6,759,790.02
420	Park Resident.Const.Tax	963,433.86	18,224.27	204.00		981,454.13
430	Regional Transportation	17,498,854.31	182,465.92	64,048.63		17,617,271.60
541	Co Debt/Other Resources	1,213,879.15	1,360.70	-		1,215,239.85
600	Dc Redevelopment Area 2-Admin.	30,676.30	78.41	5.71		30,749.00
601	Dc Redevl. Area 2-Cap. Projects	26,459.01	59.06	-		26,518.07
606	Dc Redevel.-Cap.Projects	2,603,272.57	5,811.98	-		2,609,084.55
610	Gardnerville Town	1,406,681.68	40,909.44	87,848.41		1,359,742.71
611	Gardnerville Health & San	926,564.13	69,386.29	58,088.54		937,861.88
614	G'ville Ad Val Cap Proj	174767.65	389.85	0		175,157.50
620	Genoa Town	519,629.05	23,538.46	38,855.22		504,312.29
622	Genoa Ad Val Cap Projects	68,748.48	153.45	-		68,901.93
624	Genoa Construction Res	14,679.48	32.77	-		14,712.25
630	Minden Town	564,436.92	54,495.02	86,271.49		532,660.45
631	Minden Ad Val Cap Project	112,114.31	249.82	-		112,364.13
635	Minden Trash	625,218.47	43,927.94	45,284.53		623,861.88
636	Minden Cap.Equip./Constr.	3,206,036.00	6,771.64	481,225.87	9	2,731,581.77
639	Minden Wholesale Water Utility	6,075,725.91	233,915.83	98,540.07	10	6,211,101.67
640	Minden Town Water	9,097,194.21	113,790.82	104,103.63		9,106,881.40
850	Employee Benefit Trust	1,012,025.98	1,702,815.60	57,642.59	11	2,657,198.99
Total Cash for County & Unincorporated Towns		$ 166,541,152.74	$ 8,899,358.32	$ 10,015,087.35		$ 165,425,423.71

Fund	Description	Beginning Balance 5/25/2024	Total Debits Increases	Total Credits Decreases	Notes	Ending Balance 6/20/2024
710	School District	109,083.56	62,204.60	58,646.11		$ 112,642.05
720	School Dist. Debt	5,846.80	4,914.78	0.63		10,760.95
804	Carson Water Sub	1,514.41	791.76	-		2,306.17
806	Cave Rock	-	-	-		-
808	Dcsid M&O	-	-	-		-
809	EFFPD	22,130.68	11,984.38	23.21		34,091.85
810	Elk Point Sanitation	-	4.42	-		4.42
812	Gardnerville Rancho Gid	2,336.99	1,079.44	12.72		3,403.71
813	Genoa Lakes District	249,868.50	267.15	-		250,135.65
814	Indian Hill	79.55	174.58	-		254.13
818	Kingsbury GID	5,504.78	2,019.83	-		7,524.61
822	Lakeridge	-	-	-		-
823	Legal Services	2,815.76	2,807.00	-		5,622.76
824	Logan Creek	-	-	-		-
826	MGSD	458.45	333.98	-		792.43
830	Oliver Park	-	-	-		-
832	Round Hill GID	-	26.92	-		26.92
834	Sierra Estates	-	100.50	-		100.50
836	Skyland	-	26.42	-		26.42
838	Tahoe Douglas Sanitation	2.27	570.20	-		572.47
839	Tahoe Douglas Fire	7,381.68	13,788.59	2.75		21,167.52
840	Topaz Estates	766.78	352.49	-		1,119.27
842	Zephyr Cove	-	-	-		-
844	Zephyr Heights	4.69	158.19	-		162.88
846	Zephyr Knolls	-	-	-		-
847	EF Swim Pool Dist Oper	5,884.87	3,189.97	7.83		9,067.01
855	Inmate Commissary Fund	97,574.47	3,467.48	1,439.18		99,602.77
856	Inmates Trust	19,549.24	924.26	-		20,473.50
865	Unclaimed Monies	102,778.38	-	270.82		102,507.56
885	Mosquito District	1,494.37	807.18	5.34		2,296.21
890	State Of Nevada	1,350,025.41	450,602.73	77,060.69		1,723,567.45
892	Department Of Wildlife	5,553.08	749.00	-		6,302.08
894	Range Improvements	-	-	-		-
896	Refund Of Taxes	-	-	-		-
Total Cash for Agency and Trust Funds		$ 1,990,654.72	$ 561,345.85	$ 137,469.28		$ 2,414,531.29
Total Cash		$ 168,531,807.46	$ 9,460,704.17	$ 10,152,556.63		$ 167,839,955.00

Notes

1	General Fund	Revenue Collections, Reclass 2023 Tax Sale Excess Proceeds / Accounts Payable, Payroll
2	Cash Trust	Reclass 2023 Tax Sale Excess Proceeds
3	Road Operating	Interfund Transfers
4	Room Tax	Revenue Collections / Accounts Payable
5	China Spring Youth Camp	Payroll
6	Motor Pool/Vehicle Maint	Interfund Transfers / Accounts Payable
7	Sewer Utility	Revenue Collections / Utility Billing
8	Douglas County Water Utility	Utility Billing / Accounts Payable
9	Minden Cap.Equip./Constr.	Accounts Payable
10	Minden Wholesale Water Utility	Revenue Collections
11	Employee Benefit Trust	Benefits Payments

* *Difference in beginning balance of this report and ending balance of prior report is due to past-dated journal entries being posted after the prior cash report was prepared*

AGENDA ITEM NO. Z.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to renew a contract with Cannon Cochran Management Services Inc. (CCMSI) for third-party worker's compensation administrative services for Fiscal Years 2024-27 at a cost not-to-exceed $50,000 per year; and authorize the County Manager to sign the contract. (Christine Vido)

RECOMMENDED MOTION:
Authorize the renewal of a contract for third-party worker's compensation administrative services between CCMSI and Douglas County for Fiscal Years 2024-27, as presented; and authorize the County Manager to sign the contract.

FINANCIAL IMPACT:
Contract with Cannon Cochran Management Services Inc. not-to-exceed $50,000 in any fiscal year. Funding is available through 309-817.

BACKGROUND:
Douglas County Human Resources has been contracting with CCMSI since becoming self-funded in 2017 and would like to continue to contract with the vendor. The agreement provides for Third Party Administrative Services for Douglas County's Self-Insured Workers' Compensation Program. As part of this renewal process, Human Resources worked with LP Insurance Services to solicit proposals from other vendors. LP Insurance Services reached out to four vendors, one of which was CCMSI. Two vendors declined to provide proposals and another vendor provided a proposal. However, the quoted rates for services were double that of CCMSI. Based upon this analysis, the Human Resources Department recommends to move forward with CCMSI and a multi-year agreement for the period of Fiscal Year 2024-27.

Costs for claims management services by the Contractor shall not exceed $50,000 in any fiscal year unless agreed to in writing as an amendment to this Contract which can be authorized and signed by the Douglas County Manager. Contractor shall submit monthly requests for payment for services performed

under this Contract.

ATTACHMENTS:
Douglas County WC Renewal - TPA Signed - 7.1.24.pdf

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY
P.O. BOX 218
MINDEN, NV 89423

AND

Cannon Cochran Management Services, Inc.
2 EAST MAIN STREET
DANVILLE, IL 61832

This Contract for Services by an Independent Contractor (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the Douglas County Board of County Commissioners and Cannon Cochran Management Services, Inc. (CONTRACTOR) (hereafter "Contractor") a foreign corporation licensed to do business in the State of Nevada (NV20001278530). The County and Contractor are at times collectively referred to hereinafter as the "Parties or individually as the "Party."

WHEREAS, County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

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

WHEREAS, Contractor represents that the company is duly licensed, qualified, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

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

1. EFFECTIVE DATE OF CONTRACT. The Contract will become effective on July 01, 2024 and shall continue until June 30, 2027 unless terminated as set forth herein.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit Contract of the Parties, incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the Parties, including that Contractor is not a 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 employee's 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.

3. INDUSTRIAL INSURANCE. Contractor further agrees, 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, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

> CCMSI has entered into a contract with Douglas County to perform work from July 01, 2024 until June 30, 2027, 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 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 at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed are Third Party Administrative Services for Douglas County's Self-Insured Workers' Compensation Program as stated in Exhibit A, CCMSI Schedule of Reports as well as Fee and Payment Schedule for Douglas County, attached and incorporated herein and as further set forth below:

A. Schedule of Reports: A monthly detailed listing of all claims broken down by location, policy year and line of coverage. A monthly summary of all claims broken down by location, policy year and line of coverage. A monthly check register listing all checks issued during a reporting period.

B. Claims Management for Reporting/Incident Claims, Medical Only Claims, Complex/Enhanced Medical Only Claims, and Indemnity Claims (hereafter collectively referred to as "claims"):

(a) Claim Management and Administration. In compliance with its Best Practices, CONTRACTOR will manage and administer all claims of the County that occur during the period of this Contract. All claim payments shall be made with County funds. CONTRACTOR will act on behalf of County in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

(b) Claim Settlement. CONTRACTOR will settle claims of the County with County funds in accordance with reasonable limits and guidelines established with the County.

(c) Claim Reserves. CONTRACTOR will establish reserves for unpaid reported claims and unpaid claim expenses.

(d) Allocated Claim Expenses. CONTRACTOR will pay all Allocated Claim Expenses with County Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the County's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of County claims, even if such expenses are incurred by CONTRACTOR. Allocated Claim Expenses will include, but not be limited to, charges for:

1) Independent medical examinations of claimants;

2) Managed care expenses, which include the services provided by, CONTRACTOR's proprietary managed care program. Examples of managed care expenses includes but is not limited to state fee schedule, Preferred Provider Organization (PPO) networks, utilization review, nurse case management, medical bill audits and medical bill review;

3) Fraud detection expenses, such as surveillance, which include the services provided by *FIRE* (Fraud Identification, Recovery, and Elimination), CONTRACTOR's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

4) Attorneys, experts and special process servers hired in consultation with Human Resources Director and District Attorney's Office;

5) Court costs, fees, interest and expenses incurred in consultation with Human Resources Director and District Attorney's Office;

6) Depositions, court reporters and recorded statements hired in consultation with Human Resources Director and District Attorney's Office;

7) Independent adjusters and appraisers;

8) Index bureau and OFAC (Office of Foreign Assets Control) charges;

9) Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA/SCHIP) compliance charges;

10) Electronic Data Interchanges (EDI) charges if required by State law;

11) CONTRACTOR personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the County prior to incurring such cost and only upon advance approval by the County;

12) Actual reasonable expenses incurred by CONTRACTOR employees outside the State for meals, travel, and lodging in conjunction with claim management only if such reasonable expenses are communicated to the County prior to incurring such cost and only upon advance approval by the County;

13) Police, weather and fire report charges that are related to claims being administered under County's program;

14) Charges associated with accident reconstruction, cause and origin investigations, etc. incurred in consultation with Human Resources Director and District Attorney's Office;

15) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under County's program;

16) Charges associated with Medicare Set-Aside Allocations; and

17) Other expenses normally recognized as Allocated Loss Adjustment Expense (ALAE) by industry standards.

18) Bill Review Fees

(e) Subrogation. CONTRACTOR will monitor claims for subrogation

(f) Provision of Reports. CONTRACTOR agrees to provide reports to the County as specified in the Schedule of Reports attached hereto as Exhibit A.

(g) Risk Management Services. CONTRACTOR will provide the County with additional Risk Management Services not contemplated in the Contract upon mutual agreement of the Parties.

(h) Loss Control Services. CONTRACTOR will provide the County loss control services upon mutual agreement of the Parties. The County shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

CONTRACTOR assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any County. Further, CONTRACTOR assumes no responsibility for any injury sustained by an employee of the County.

(i) Managed Care Services. CONTRACTOR will provide the County with managed care services upon mutual agreement of the Parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit A.

B. COUNTY RESPONSIBILITIES. County agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.

2. Reasonably cooperate in the disposition of all claims.

3. Provide adequate funds to pay all claims and expenses in a timely manner.

4. Respond to reasonable information requests in a timely manner.

5. Identify in writing all insurance carriers applicable to CONTRACTOR's claim handling responsibilities contemplated in this Service Contract that CONTRACTOR will have claim or data reporting requirements. In this regard, County agrees to provide CONTRACTOR with a complete copy of the current excess or other insurance policies, including applicable endorsements and audits, applicable to County's insurance program and this Service Contract. CONTRACTOR assumes no responsibility of any kind for not reporting an otherwise reportable claim to any carrier that County has failed to disclose to CONTRACTOR and/or provide CONTRACTOR with a copy of the applicable insurance policy and reporting instructions relative to that carrier.

6. Pay any fees or costs charged by any carrier or prior TPA of County for the conversion of data associated with CONTRACTOR handling run off claims for County, or for the general transfer of data to CONTRACTOR's operating systems.

7. Promptly pay CONTRACTOR's fees.

C. **OPERATING EXPENSES.** The County agrees to be responsible for and pay all of its own operating expenses other than service obligations of CONTRACTOR. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with the County meeting its State security and licensing requirements;

2. Certified Public Accountants

3. Attorneys, other than provided for in Paragraph 4, Section B(d)(4) & (d)(5) of this Contract;

4. Outside consultants, actuarial services or studies and State audits;

5. Independent payroll audits;

6. Allocated Claims Expenses incurred pursuant to Paragraph 4, Section B(d) of this Contract;

7. All applicable regulatory fees and taxes;

8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.

9. National Council on Compensation Insurance, NCCI, charges;

10. Excess and other insurance premiums;

11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any State or regulatory authority having jurisdiction over County;

12. Other operating costs as normally incurred by the County.

5. PAYMENT FOR SERVICES. The Parties agree the Contractor will provide the Services set forth in paragraph 4, Services to be Performed, and the County agrees to pay Contractor as set forth in Exhibit A, Schedule of Reports, Services, and Fees. Annual administration of Douglas County's Worker's Compensation claims is a set fee of $10,000, an Internet Claim Access Fee in the amount of $1,500.00 (five users), and an OSHA System Access Fee of $2,500 for a total not to exceed $14,000.00 which will be billed on the first invoice of each contract year. CONTRACTOR will manage all worker's compensation claims for the term of the Agreement on a per claim fee: for claims at a rate of $184.00 per Medical Only Claim, $1,350 per Indemnity Claim, and $350 per Complex/Enhanced Medical Only Claim. Active claims which are open for more than 24 months shall be subject to an additional charge of $65.00 per month until closure. Attendance at a Hearing Officer (HO) Level Hearing – CCMSI Attended shall be subject to a $250 fee per hearing. Additional requests for services shall be billed at the rate set forth in Exhibit A. Costs for claims management services by the Contractor shall not exceed $50,000 in any fiscal year unless agreed to in writing as an amendment to this Contract which can be authorized and signed by the Douglas County Manager. Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of the month and must include a detailed summary of the expenditures. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period as well as cumulative total expenditures for the respective fiscal year.

The Parties agree that the timeliness of billing is of the essence to his Contract and recognize that County is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of services prior to July 1 must be submitted to County no later than the first Friday in August of the same year.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either Party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a Party has served written notice upon the other Party.

(a) County reserves the right to terminate this Contract for the convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for services actually performed. If termination occurs under this provision in no event shall Contractor be entitled to anticipated profits on items of services not performed as of the effective date of the termination or compensation for any other item, including but not limited to unabsorbed overhead. Contractor shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against Contractor for damages due to breach of contract, lost profit on items of services not performed, or unabsorbed overhead, in the event of a convenience termination.

(b) Nonappropriation. All payments and services provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that the County does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract the Contract shall automatically terminate upon County's notice to Contractor of such nonappropriation.

(c) Services Following Termination of Contract. Should this Contract be terminated or non-renewed for any reason, CONTRACTOR will cease providing services, turn over to the County all County files in CONTRACTOR's possession, which shall include all open and closed files.

Upon the County's request and subject to Contract by CONTRACTOR, CONTRACTOR will be paid a reasonable negotiated fee to:

(a) Provide for continued administration of the open claim files;

(b) Cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the County and any other records reasonable and necessary for a successor administrator; and

(c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the County. The electronic transfer of data will be subject to a flat fee of $2,500.

7. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The parties agree that in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

8. INSURANCE. Douglas County's liability coverage will not extend to the Contractor. Without limiting Contractor's indemnification of County as described in Section 18, Contractor shall obtain and maintain at its own expense during the term of this Contract, policies of liability insurance of the type and amounts described below. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The County and its elected officials, employees, agents, and volunteers shall be named as additional insureds under the policies required for all liability arising from Contractor's performance of work pursuant to this Contract. This provision shall also apply to any excess/umbrella liability policies. This insurance shall be primary to any insurance maintained by the County. County insurance shall not contribute to any judgment rendered against the County.

Prior to the commencement of any work under this Contract, Contractor shall provide to the County certificates of insurance with original endorsements of the following insurance coverage:

a. **General Liability Insurance.** Contractor is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

b. **Automobile Liability Insurance.** Contractor is required to acquire and maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

c. **Professional Liability (errors and omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period of no less than three (3) years after completion of the Services required by this Contract.

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected officials, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses form each of its subcontractor(s).

Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by County shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements of specific coverage features, or limits contained in this Contract are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to County and approved in writing.

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain cross-liability exclusions.

Contractor agrees to ensure that its subcontractor(s), and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract.

Any self-insured retentions must be declared to and approved by the County. County reserves the right to required that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Contractor shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work to be performed under this Contract.

9. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

10. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.§ 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, 49 U.S.C. § 5332, and any other applicable Federal or State non-discrimination

laws, the Contractor agrees that it will not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this Contract.

11. 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.

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

13. 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, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

15. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statue of the State of Nevada, shall be treated as public records pursuant to Nevada Revised Statutes, (NRS) Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third Party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

16. LIMITED LIABILITY. County will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties hall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor for the fiscal year budget in existence at the time of breach. Contractor's tort liability shall not be limited.

17. INDEMNIFICATION. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, cations, damages, losses, and expenses including but not limited to reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

(a) The indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party along with: (1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (2) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees and/or agents.

18. MODIFICATION OF CONTRACT. This Contract constitutes the entire Contract between the Parties and may only be modified by a written amendment signed by the Parties or the Douglas County Manager as provided for in Paragraph 5.

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

20. STANDARD OF CARE. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

21. BOYCOTT OF ISRAEL. If the annual amount required to perform this Contract (identified in Paragraph 3 of this Contract) exceeds $100,000, then by signing this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined in NRS 332.065.

22. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS Chapter 108.

23. THIRD PARTY BENEFICIARY. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third Party or to otherwise allow a third Party to assert a cause of action against either Contractor or County.

24. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County:
Douglas County
Attn: Human Resources Director
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6201

To Contractor:
Cannon Cochran Management Services, Inc.
Attn: Chief Operating Officer
2 E. Main St.
Danville, IL 61832

25. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

26. SOFTWARE ACCESS. The County may be provided with the right to use one or more CONTRACTOR Applications in connection with the services provided by CONTRACTOR in this Contract. CONTRACTOR Applications include iCE, MyReports, Loss Control ASAP, Loss Control Resources and iCEBAR. The right to use CONTRACTOR Applications is non-exclusive, limited to the term of this Contract per paragraph 3., non-transferable and is solely for the internal business use of County.

CONTRACTOR owns and reserves all rights, title, and interest in and to the CONTRACTOR Applications. County has no right to receive a copy of the object code or source code to the CONTRACTOR Applications. County may not attempt to:

1. License, sell, lease or otherwise make the CONTRACTOR Applications available to any other Party. County will not provide any access, passwords or other information regarding the CONTRACTOR Applications to any third Parties and/or competitors of CONTRACTOR without the prior written consent of CONTRACTOR;

2. Use the CONTRACTOR Applications in any way that violates any law, regulation or mandate, or the term of this Contract; or
3. Take any action that jeopardizes confidential or proprietary information held by the CONTRACTOR.

County is responsible for any confidential or proprietary information accessed or downloaded by County from the CONTRACTOR Applications, including the implementation of appropriate information security controls surrounding such information.

Except as expressly provided in this Contract, CONTRACTOR Applications are provided "as-is". CONTRACTOR disclaims all other warranties, express, implied, or statutory, including the implied warranties or merchantability, satisfactory quality, title, fitness for a particular purpose, non-infringement, compatibility, security, quiet enjoyment, or accuracy. Without limiting the foregoing, CONTRACTOR does not warrant that access to, or use of the CONTRACTOR Applications will be uninterrupted or error-free. CONTRACTOR will provide support for the CONTRACTOR Applications in the two most recent two versions of Internet Explorer, Chrome, Firefox and Safari browsers.

27. INFORMATION SECURITY. CONTRACTOR is responsible for the protection of the confidentiality, availability, privacy and integrity of County information in our custody. CONTRACTOR has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The Information Security Policy applies to all CONTRACTOR personnel, including temporary employees, independent contractors and vendors with access to CONTRACTOR systems.

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

Cannon Cochran Management Services, Inc.

Rodney J. Golden 6/10/24

Rodney J. Golden (Date)
Chief Operating Officer/Executive Vice President

Douglas County

Jenifer Davidson (Date)
Douglas County Manager

EXHIBIT A

CCMSI

Schedule of Reports, Services and Fees

SCHEDULE OF REPORTS

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)

2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)

3. A check register listing all checks issued during a reporting period. (MONTHLY)

DOUGLAS COUNTY

PROPOSED FEE AND PAYMENT SCHEDULE

Service Agreement Term: 7/1/2024-6/30/27	
Services: Workers' Compensation Claims Administration	***Fees:***
Claims Administration (minimum)	
CCMSI will manage all workers' compensation claims for the **Life of Agreement** for a **per claim fee** as follows: Claims will be analyzed by the number and type of claim on an on-going basis and priced on a per claim basis as outlined below. <u>Workers' compensation:</u> Indemnity claims @ **$1,350.00**/per claim Medical only claims @ **$184.00**/per claim Complex/Enhanced Medical Only surcharge @ **$350/**per claim Incident/record only @ $0/per incident (if entered into iCE by client) Sunset Clause: Active claims open for > 24 months: $65/month until closure **There will be a 3% fee increase to claim fees only per year (does not include Complex/Enhanced Medical only surcharge fee).** **<u>Workers' Compensation Claim Definitions</u>** ▪ **Indemnity Claims** – Claims involving lost-time, questionable compensability, legal involvement/client attorney representation, subrogation, second injury fund, probable permanent impairment, jurisdictional issues, coverage issues and complex medical issues that are assigned or transferred to indemnity adjusters for claims handling. ▪ **Medical Only Claims** – Claims which have no issues of lost time, no evidence of other indemnity benefit exposure, no obvious question of compensability, no evidence of potential subrogation or second injury recovery, no evidence of problematic medical issues and no requirement or need for any formal statements (3-point or 2-point verbal contact is not required). ▪ **Complex/Enhanced Medical Only** – Medical only claims that have 6 or more paid medical transactions and total paid dollars greater than $2,500. ▪ **Report Only/Incident Only Claims** – Reported claims which require only input into RMIS system and requires no claims management	

activity.	
Annual Administration Fee	**$10,000**
• Dedicated client service team • Development of specific client service requirements • Monthly loss reporting • Quarterly claim reviews at client's request • Issuance of 1099's • Assistance in filing of all required state forms including state mandated assessments o If Client has directed CCMSI to utilize a third party vendor selected by Client for the provision of services then such assistance will be the responsibility of the third party vendor • Preparation for, compliance with and response to regulatory audits • Account Management and Administration	
Annual Internet Claim Access Fees	***$1,500***
Internet claims system access which includes: • Viewing access to all claims data • Risk Management statistical analysis • Comprehensive and complete access to claims management process • On-line reports • On-line reporting capability via the internet • Ability to generate First Notice of Loss	**Per year for up to 5 users. $250 per additional user.**
Managed Care Service Fees	**See Detail**

Provider Bill Re-pricing

Service	*Fee*
Usual and Customary re-pricing	$10.00 per bill
Fee Schedule state re-pricing	$10.00 per bill
Medical Bill State Reporting for applicable medical bills to reportable state	$1.50 per reportable bill

PPO Re-pricing / Out of Network Negotiations

PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings

Pharmacy Network Services Pharmacy Network services are priced at 33% of savings.	
State Reporting EDI Fees	**Current Market Rate**
Index Bureau Note: The index fee is a direct pass through charge for ISO. If ISO increases their current market rate per index, CCMSI will adjust the fee accordingly.	**Current ISO Market Rate**
Subrogation Fee	**20% of Recovery**
20% of recovery with a cap of $50,000 per claim.	
Second Injury Account Recoveries	**20% of Recovery Capped at $30K**
HO Level Hearings – CCMSI Attended	**$250.00 per hearing**
Quarterly Indemnity Claim Reviews: ***Additional Claim Reviews above Quarterly:**	**Included** ***$750.00 Each**
OSHA System Access: • Ability to generate OSHA 300 Log and 300A OSHA Summary	**$2,500 Annually**
Termination Data Fee	**$2,500**
CCMSI will provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client. The fee is a flat fee.	
Mandatory MMSEA Compliance Section 111 Reporting Fee	**Current Market Rate**
CCMSI, in conjunction with its reporting agent / MSP Vendor, will comply with applicable MMSEA and Section 111 reporting requirements on behalf of Douglas County. • All qualifying injury claims will be queried to CMS to determine Medicare eligibility. • CCMSI will collect additional mandatory data on claims where Medicare eligibility has been verified. CCMSI, along with its reporting agent, will report all claims meeting the reporting guidelines as set forth by CMS. • CCMSI will provide ongoing monthly Medicare eligibility query checks and continued quarterly mandatory insured-reporting compliant with applicable CMS guidelines. Note: In order for CCMSI and its reporting agent to comply with mandatory Section 111 reporting, the client must provide CCMSI an active RRE # wherein CCMSI is explicitly authorized to report data on the client's behalf.	

Carrier Fees	**TBD**
If applicable, Client will be responsible for payment of any carrier fees associated with the transition of claim handling responsibilities to CCMSI.	
Special System Reports CCMSI will provide special reports, (reports not currently programmed or written) for a fee of $125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.	**$125 an hour**
Taxes CCMSI fees will be increased by any applicable Sales, Gross Receipts, or similar (excluding income) taxes imposed by Federal, State or Local bodies.	**See Detail**
GRAND TOTAL: Includes Account Management Fee, OSHA, and Internet Claim Access Fee.	**$14,000**
Fee & Payment Schedule	
The quarterly installments will be due upon request. All other fees are due upon receipt.	

SCHEDULE OF CLEAR SERVICES AND FEES

Service	Description	Service Fee
Legal Bill Review / Audit Services	Review and audit all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client's Defense Counsel Billing Guidelines and Generally Accepted Legal Billing Principles.	**PAID TO BOTTOMLINE TECHNOLOGIES, INC.** 1.95% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).
Management Fee for administration of Legal Bill Review Program, administration and integration of data reporting and data transfer, development and delivery of Performance Reports, and maintenance of technology interface	Integration and interface of legal bill review / audit software with CCMSI's claim system necessary to review and adjudicate legal invoices electronically. Periodic standard reports will be developed and produced summarizing Program's overall savings results. Metrics will be applied to analyze the overall performance of law firms. A Bill Analysis Report (BAR) will be generated for each legal invoice reviewed. The BAR will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing.	**PAID TO CCMSI** 0.25% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).

Note: Fees relative to legal bill review services will appear on the transaction register payable to "CLEAR", CCMSI's proprietary legal bill review program.

AGENDA ITEM NO. AA.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on renewing Douglas County's excess workers' compensation retention insurance coverage with Safety National Casualty Corporation for Fiscal Year 2024-25, at a cost not-to-exceed $198,466, and to authorize the County Manager to execute any required documents. (Christine Vido)

RECOMMENDED MOTION:
Approve Douglas County renewing its excess workers' compensation retention insurance coverage with Safety National Casualty Corporation for Fiscal Year 2024-25, at a cost not-to-exceed $198,466, and authorize the County Manager to execute any required documents.

FINANCIAL IMPACT:
Funding is available in the Fiscal Year 2024-25 budget of the Risk Management Fund (309-817 520.431).

BACKGROUND:
Safety National Casualty Corporation provides self-insured retention excess workers' compensation insurance coverage for claims in excess of $750,000 or $2,000,000 for presumptive benefit claims. Safety National's services consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Compensation Kit, Safety Training Source, and a Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. These excess workers' compensation insurance coverage covers employees of Douglas County as well as the Towns of Gardnerville, Genoa and Minden.

ATTACHMENTS:
Douglas EX WC - 24-25 Comparison - Final.pdf

INSURANCE

Douglas County, Nevada; Town of Gardnerville; Town of Genoa; Town of Minden
Mailing Address: PO Box 218, Minden, NV 89423
Excess Workers' Compensation

COVERAGE DESCRIPTION AM Best Rating		Safety National Casualty Effective 7/1/23 - 7/1/24 A++	Safety National Casualty Effective 7/1/24 - 7/1/25 A++_
		One Year	One Year
Exposure and Rate	Payroll at Inception	$20,775,300	$20,775,300
	Rate per $100 payroll	.9098	.9553
Premiums	**Deposit**	**$189,014**	**$198,466**
	Minimum	$189,014	$198,466
	TRIA (included above)	Included	Included
Limit Each Accident	Part One: Workers' Compensation	Statutory	Statutory
	Part Two: Employers Liability	2,000,000	2,000,000
Limit Each Employee for Disease or Cumulative Injury	Part One: Workers' Compensation	Statutory	Statutory
	Part Two: Employers Liability	2,000,000	2,000,000
Retention	Each Accident except	750,000	750,000
	Presumptive Statute Benefit Claims	2,000,000	2,000,000
	Each Employee for Disease or Cumulative Injury	750,000	750,000
	Presumptive Statute Benefit Claims	2,000,000	2,000,000
Endorsements	1) Waiver of Right to Recover from Others	Yes	Yes
	2) Voluntary Comp	Yes	Yes

commission 10%

Coverage Disclaimer: This quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by the carrier. It is not representation that coverage does or does not exist for any particular claim or loss under such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law. Policies may be subject to minimum earned premiums.

ACKNOWLEDGEMENT

Named Insured: Douglas County, Nevada
Coverage: Package
Term: 7/1/24 - 7/1/25

This proposal contains proprietary confidential information concerning L/P Insurance Services, Inc. ("L/P Insurance") and our Customers. It may not be distributed or reproduced without the express prior written consent of L/P Insurance. No disclosure concerning this proposal shall be made without the express prior written consent of L/P Insurance.

The intent of this proposal is to provide a highlight of the coverage offered in our insurance program, and is not meant to be all-inclusive. Read your actual policy(ies) for complete details including terms, conditions, limitations and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

I hereby acknowledge that, upon the renewal of the coverage described herein, unless I otherwise direct L/P Insurance or L/P Insurance otherwise notifies me, L/P Insurance intends to renew my coverage with the insurer that, at the time of such renewal, underwrites my coverage and thus L/P Insurance will not solicit any quotes or proposals from insurers on my behalf in connection with such renewal.

I have read and understand the terms and conditions of this proposal and the compensation L/P Insurance may receive in connection with our services described in this proposal. All questions and concerns I had regarding any of the terms outlined above have been discussed and addressed with L/P Insurance Services,

Inc.

I wish to accept this proposal and bind coverage per the terms indicated herein.

Request Coverage Bound (Intitials): _____

Request Coverage Bind Date: _____

Client Requested Changes: _____

Date: _____

Name: _____

Signature: _____

Title: _____

AGENDA ITEM NO. AB.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on Douglas County renewing its general liability and property insurance coverage with Travelers and the Alliant Property Insurance Program (APIP) for Fiscal Year 2024-25, in an amount not-to-exceed $1,118,874, and authorize the County Manager to execute any necessary documents for the binding of coverage retroactively. (Christine Vido)

RECOMMENDED MOTION:
Authorize Douglas County to retroactively renew its general liability and property insurance coverage with Travelers and the Alliant Property Insurance Program for Fiscal Year 2024-25, in an amount not-to-exceed $1,118,874, as presented, and authorize the County Manager to execute any necessary documents for the binding of coverage.

FINANCIAL IMPACT:
The total amount is $1,118,874 for Fiscal Year 2024-25, which is available in the budget of the Risk Management Funds (309-817 520.124).

BACKGROUND:
In Fiscal Year 2021-22, Douglas County transitioned property and general liability insurance coverage from the Nevada Public Agency Insurance Pool (POOL) to Travelers and Alliant Property Insurance Program (APIP). This move has been positive in the management of claims, resources, and costs of premiums and individual claims.

The current policy year premium for general liability insurance under Travelers is quoted at $623,972, and the premium for property insurance under APIP is quoted at $494,902 for an estimated total of $1,118,874.00. This is a 19.12% increase from the amount budgeted for Fiscal Year 2023-2024. This is based primarily on increased market costs and premiums, claim activity, and increased County assets and values. However, the proposed rate increase is still less than the rate increases POOL has imposed on its members over the last two years. The Human Resources Department recommends the renewal of coverage under these programs with no changes in deductibles.

ATTACHMENTS:

Douglas County 2024 Renewal Comparison - Final.pdf

INSURANCE

Douglas County
Effective: 7/1/2024 - 7/1/2025

Property Coverage - Occurrence	**APIP 2023-2024**	**APIP 2024-2025**
TIV	$224,683,688	$243,810,486
Property	$220,000,000	$220,000,000
Flood	$25,000,000 Occurence & Aggregate/ $5,000,000 Zones A& V*	$25,000,000 Occurence & Aggregate/ $5,000,000 Zones A& V*
EQ	$25,000,000 Occurence & Aggregate	$25,000,000 Occurence & Aggregate
BI/EE	$100,000,000 / $50,000,000	$100,000,000 / $50,000,000
Unscheduled Infrastructure	$750,000	$750,000
Unscheduled Landscape	$1,000,000	$1,000,000
Scheduled Landscape	$5,000,000	$5,000,000
Equipment Breakdown	$100,000,000	$100,000,000
Hazardous Substance	$250,000 / $500,000 Aggregate	$250,000 / $500,000 Aggregate
Spoilage	Included in Equipment Breakdown	Included in Equipment Breakdown
Data Restoration	$10,000,000	$10,000,000
E&O	$50,000,000	$50,000,000
Money & Securities	$500,000	$500,000
Ordinance & Law	$50,000,000	$50,000,000
Increased Cost of Construction - Vacant Properties	$2,500,000	$2,500,000
Tax Revenue Interruption	$3,000,000 if values specifically reported /	$3,000,000 if values specifically reported /
	$1,000,000 if not	$1,000,000 if not
Extra Expense	$50,000,000	$50,000,000
Miscellaneous Unamed Locations	$5,000,000	$5,000,000
Unscheduled Vacant Building	N/A	$2,500,000
Automatic Acquision	$25,000,000 up to $50,000,000 for 120 Days	$25,000,000 up to $50,000,000 for 120 Days
Unscheduled Landscaping	$1,000,000 up to $25,000/25 gallon	$1,000,000 up to $25,000/25 gallon
Scheduled Landscaping/Fields	$5,000,000 or 110% of Scheduled Value	$5,000,000 or 110% of Scheduled Value
Course of Construction	$15,000,000	$15,000,000
Fine Arts - Unscheduled	$2,500,000	$2,500,000
Accidental Contamination	$250,000/$500,000 Aggregate	$250,000/$500,000 Aggregate
Unscheduled Infrastructure	$750,000	$750,000
Transit	$25,000,000	$25,000,000
Off Premises Services Interuption	$25,000,000	$25,000,000
Contingent BI/EE	$3,000,000	$3,000,000
Expediting Expense	$50,000,000	$50,000,000

Deductibles	**APIP 2023-2024**	**APIP 2024-2025**
All Risk	$50,000 Per occurrence	$50,000 Per occurrence
Flood	$100,000 Occurence / $500,000 Zones A&V	$100,000 Occurence / $500,000 Zones A&V
EQ	2% subject to $250,000 min	2% subject to $250,000 min
BI	24 hrs	24 hrs
UNSCHEDULED INFRASTRUCTURE	$500,000	$500,000

Liability Coverage - See Coverage Sections	**Travelers 2023-2024**	**Travelers 2024-2025**
Per Occurrence	$1,000,000	$1,000,000
Annual Aggregate	$2,000,000	$2,000,000
Sexual Abuse Sublimit/Abuse or Molestation	$5,000,000 Occurence/$5,000,000 Aggregate	$5,000,000 Occurence/$5,000,000 Aggregate
Employee Benefits Libility	$1,000,000 Occurence/$3,000,000 Aggregate	$1,000,000 Occurence/$3,000,000 Aggregate
Form	Claims Made	Claims Made
Retro Date	7/1/2017	7/1/2017
Public Entity Management Liability	$1,000,000 Occurence/$1,000,000 Aggregate	$1,000,000 Occurence/$1,000,000 Aggregate
Form	Claims Made	Claims Made
Retro Date	7/1/1998	7/1/1998
Defense Expense Reimbursement for Injunctive Relief	$50,000 Occurence/$50,000 Aggregate	$50,000 Occurence/$50,000 Aggregate
Limited Special Expenses Aggregate Limit - Key Employee	$50,000	$50,000
Employment Practices Liability	$1,000,000 Occurence/$1,000,000 Aggregate	$1,000,000 Occurence/$1,000,000 Aggregate
Workplace Violence Expense Coverage/Crisis Management	$250,000	$250,000
Form	Claims Made	Claims Made
Retro Date	7/1/2000	7/1/2000
Law Enforcement Liability	$1,000,000 Occurence/$1,000,000 Aggregate	$1,000,000 Occurence/$1,000,000 Aggregate
Form	Occurrence	Occurrence
Retention/Deductible	$100,000	$100,000
Automobile Liability	$1,000,000 Combined Single Limit	$1,000,000 Combined Single Limit
Automobile Physical Damage	Actual Cash Value	Actual Cash Value
Auto Physical Damage Deductible	$5,000	$5,000

Crime Coverage	**Travelers 2023-2024**	**Travelers 2024-2025**
Government Employee Dishonesty	$500,000	$500,000
Forgery and Alteration	$25,000	$25,000
Inside the Premises - Money and Securities	$25,000	$25,000
Outside the Premises	$25,000	$25,000
Computer Fraud	$500,000	$500,000

Cyber Coverage - Claims Made	**APIP 2023-2024**	**APIP 2024-2025**
Annual Policy and Program Aggregate	$45,000,000	$45,000,000
Insured Annual Aggregate Limit	$2,000,000	$2,000,000
Breach Response Costs	$500,000	$500,000
First Party		
Business Interruption - Security Breach	$750,000	$750,000
Business Interruption - System Failure	$500,000	$500,000
Dependent Business Loss Resulting from Security Breach	$750,000	$750,000
Dependent Business Loss Resulting from System Failure	$100,000	$100,000
Cyber Extortion Loss	$750,000	$750,000
Data Recovery Costs	$750,000	$750,000
Third Party		
Data and Network Liability	$2,000,000	$2,000,000
Regulatory Defense	$2,000,000	$2,000,000
Payment Card Liabilities and Costs	$2,000,000	$2,000,000
Media Liability	$2,000,000	$2,000,000
Cyber Crime		
Fraudulent Instruction	$75,000	$75,000
Funds Transfer Fraud	$75,000	$75,000
Telephone Fraud	$75,000	$75,000
Reward		
Criminal Reward	$25,000	$25,000
Endorsements		
Reputation Loss	$100,000	$200,000
Claims Preparations Cost for Reputation Loss	$50,000	$50,000
Computer Hardware Replacement Cost	$100,000	$200,000
Invoice Manipulation	$100,000	$100,000
Cryptojacking	$25,000	$50,000
Retention	$50,000/8 Hour	$50,000/8 Hour
Pollution Coverage - Claims Made	**APIP 2023-2024**	**APIP 2024-2025**
Policy Program Aggregate	$25,000,000	$25,000,000
Per Pollution Incident	$2,000,000	$2,000,000
Per Named Insured Aggregate	$2,000,000	$2,000,000
Per Named Insured Per Pollution Incident Dedicated Legal	$500,000	$500,000
Per Named Insured Crisis Management Response Cost Sublimit	$250,000	$250,000
Per Named Insured Crisis Management Response Cost Aggregate	$500,000	$500,000
Per Named Insured Crisis Management Loss Sublimit	$50,000	$50,000
Retention	$250,000	$250,000
Umbrella Excess Coverage	**Travelers 2023-2024**	**Travelers 2024-2025**
Underlying - GL, EBL, Auto, LEL, POL, EPL	$10,000,000 Occurrence/$10,000,000 Aggregate	$10,000,000 Occurrence/$10,000,000 Aggregate
Self-Insured Retention	$10,000	$10,000
Annual Premium	**APIP/Travelers 2023-2024**	**APIP/Travelers 2024-2025**
APIP Property	$417,315.86	$494,902.00
Travelers Liability	$487,623.00	$623,972.00
Total Premium	**$904,938.86**	**$1,118,874.00**

Exposure/Cost Variance			
Property/APIP			
	2023-2024	2024-2025	Variance
TIV	$224,683,688.00	$243,810,486.00	7.84%
Earthquake	$224,683,688.00	$243,810,486.00	7.84%
Property Annual Cost	$407,958.62	$460,918.00	11.49%
Cyber Liability Annual Cost	$7,350.93	$8,102.12	9.27%
Pollution Liability Cost	$2,006.31	$2,503.99	19.88%
Total Rate ($/100)	0.1857348	0.1933979	3.96%
Total Annual Cost	$417,315.86	$471,524.41	11.50%
Liability/Travelers			
General Liability Cost	$63,201.00	$71,443.00	11.54%
Employee Benefits Cost	$475.00	$583.00	18.52%
Public Entity Management Liability Cost	$48,884.00	$57,873.00	15.53%
Employment Practices Liability Cost	$38,304.00	$45,340.00	15.52%
Law Enforcement Liability Cost	$83,504.00	$118,188.00	29.35%
Auto Liability Cost	$141,647.00	$185,423.00	23.61%
Auto Count	324	371	12.67%
Auto Physical Damage Cost	$37,947.00	$49,744.00	23.72%
Crime Cost	$1,300.00	$1,534.00	15.25%
Umbrella Cost	$72,361.00	$93,844.00	22.89%
Claim Fund	$12,000.00	$23,000.00	47.83%
Total Program Cost Variance			
Total Premium	$904,938.86	$1,118,874.00	19.12%

AGENDA ITEM NO. AC.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $109,749 Purchase Order with the Nevada Department of Public Safety for Fiscal Year 2024-25 to provide statutorily mandated Pre-Sentence Investigation Reports to the District Courts prior to sentencing in criminal cases. (Delores Goelz)

RECOMMENDED MOTION:
Approve a $109,749 Purchase Order with the Nevada Department of Public Safety for Fiscal Year 2024-25 to provide statutorily mandated Pre-Sentence Investigation Reports to the District Courts.

FINANCIAL IMPACT:
The State of Nevada estimates the costs for Pre-Sentence Investigation Reports each year (estimated billing is attached). This is a Fiscal Year 2024-25 budgeted expense and was approved during Fiscal Year 2024-25 budget presentations. The funding for this expense will be provided from the General Fund - Pre-Sentence Investigation account (101-312 521.139).

BACKGROUND:
Nevada State Department of Public Safety provides statutorily mandated Pre-Sentence Investigation Reports (PSI) to the District Courts prior to sentencing in criminal cases. Douglas County receives a reconciliation statement from the State in July of each year, which delineates the quarterly amounts billed. PSI's are calculated based on a percentage of personnel, operations, and information services expenditures.

ATTACHMENTS:
Purchase Order Request - NV DPS.pdf

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ■ NO ORIGINAL PO#: _____

ORIGINAL AMOUNT: _____ **CHANGE ORDER %:** _____ **NEW AMOUNT:** _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Goelz, Delores Digitally signed by Goelz, Delores Date: 2024.05.20 16:16:34 -07'00' DATE REQUESTED: 5/20/2024

REQUESTING DEPARTMENT: Judicial Services

VENDOR NAME: NV State Dept of Public Safety VENDOR NUMBER: 4337

REMIT ADDRESS: STREET 1445 Old Hot Spring Rd. Ste 104 CITY Carson City ST NV ZIP 89706

QUANTITY: blanket DOLLAR AMOUNT: 109,749.00 PROJECT #: _____

G/L ACCOUNT(S): 101-312-521-139 AMOUNT: 109,749.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

FY 24/25 budgeted items - Judicial Services/District Court pre-sentence investigation reports are required for sentencing hearings. The State of Nevada estimates the cost for PSI reports each year. The FY 24/25 estimated billing is attached.

CONTRACT ATTACHED: ◉ YES ○ NO

Authorized Department Signature (Required): _____

☐ UNDER $10,000: DEPARTMENT HEAD SIGNATURE REQUIRED

☐ UNDER $50,000: COUNTY MANAGER APPROVAL REQUIRED AT IRC

IRC APPROVAL DATE: _____

☑ IF OVER $50,000: BOCC APPROVAL REQUIRED AT BOCC MEETING

BOCC DATE AND AGENDA ITEM #: _____

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

Nevada Department of Public Safety
Division of Parole & Probation

Pre-Sentence Investigation (PSI) Report Funding

Table 1	Budgeted Cost for Pre-Sentence Investigation Reports	*State Fiscal Year 2024*	*State Fiscal Year 2025*	*2024 - 2025 Biennium Total*
		$ 8,965,666.45	$ 9,509,456.94	$ 18,475,123.39

Table 2	70/30 Split to Fund Pre-Sentence Investigation Reports	*State Fiscal Year 2024*	*State Fiscal Year 2025*	*2024 - 2025 Biennium Total*
	State Funding, 30%	$ 2,689,699.93	$ 2,852,837.08	$ 5,542,537.02
	County Reimbursement, 70%	$ 6,275,966.51	$ 6,656,619.86	$ 12,932,586.37
	Totals	**$ 8,965,666.44**	**$ 9,509,456.94**	**$ 18,475,123.39**

Table 3 Pre-Sentence Investigations and Percentage Allocation by County

County / City	*Number of PSI's, Fiscal Year 2022*	*Percentage of PSI's*	*State Fiscal Year 2024*	*State Fiscal Year 2025*	*2024 - 2025 Biennium Total*
Carson	222	2.49%	$ 156,265.67	$ 165,743.58	$ 322,009.25
Churchill	105	1.18%	$ 73,909.42	$ 78,392.22	$ 152,301.64
Clark	6,296	70.61%	$ 4,431,750.22	$ 4,700,547.15	$ 9,132,297.37
Douglas	147	1.65%	$ 103,473.18	$ 109,749.09	$ 213,222.27
Elko	271	3.04%	$ 190,756.75	$ 202,326.63	$ 393,083.38
Esmeralda	1	0.01%	$ 703.91	$ 746.61	$ 1,450.52
Eureka	6	0.07%	$ 4,223.41	$ 4,479.57	$ 8,702.98
Humboldt	31	0.35%	$ 21,820.91	$ 23,144.40	$ 44,965.31
Lander	15	0.17%	$ 10,558.50	$ 11,198.90	$ 21,757.40
Lincoln	29	0.33%	$ 20,413.08	$ 21,651.19	$ 42,064.27
Lyon	121	1.36%	$ 85,171.83	$ 90,337.72	$ 175,509.55
Mineral	37	0.41%	$ 26,044.26	$ 27,623.91	$ 53,668.17
Nye	172	1.93%	$ 121,070.67	$ 128,413.92	$ 249,484.59
Pershing	21	0.24%	$ 14,781.91	$ 15,678.47	$ 30,460.38
Storey	9	0.10%	$ 6,335.09	$ 6,719.33	$ 13,054.42
Washoe	1,363	15.29%	$ 959,414.78	$ 1,017,605.73	$ 1,977,020.51
White Pine	70	0.79%	$ 49,272.93	$ 52,261.46	$ 101,534.39
Totals	**8,916**	**100.00%**	**$ 6,275,966.52**	**$ 6,656,619.88**	**$ 12,932,586.40**

AGENDA ITEM NO. AD.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a 3-year contract with Thomson Reuters for legal research support for Douglas County's four judges and their Law Clerks. The contract term is from July 1, 2024, through June 30, 2027, with a 5% increase per year. Year 1 cost is $718.73 per month/$8,624.76 annually. Year 2 cost is $754.67 per month/$9,056.04 annually. Year 3 is cost $792.40 per month/$9,508.80 annually. (Delores Goelz)

RECOMMENDED MOTION:
Approve 3-year contract with Thomson Reuters for legal research support for Douglas County's four judges and their Law Clerks as presented.

FINANCIAL IMPACT:
This is an annually budgeted item with the funds for this expense being divided each month between the three courts (District Court Departments 1 and 2, the East Fork Justice Court and Tahoe Justice Court):
District Court (101-323 532.055)
East Fork Justice (101-371 532.055)
Tahoe Justice (101-372 532.055)
This amount has been accounted for in the FY 2024-25 budget. Year 1 cost is $718.73 per month/$8,624.76 annually. Year 2 cost is $754.67 per month/$9,056.04 annually. Year 3 is cost $792.40 per month/$9,508.80 annually.

BACKGROUND:
This service is necessary for the judges and law clerks to conduct legal research. Thomson Reuters legal research has been used by the Douglas County courts for several years. In effort to align the contract term with the County's fiscal year, staff worked with Thomson Reuters representatives to enter into a 3-year contract that would provide the best pricing over a 3-year period. The cost of this service has been included in the various FY 2024-25 court budgets.

ATTACHMENTS:

Westlaw Judge__West Order Form_2024-06-14.pdf

Thomson Reuters™

Order Form

Order ID: Q-08571970

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000480477
DOUGLAS COUNTY JUDICIARY
ACCOUNTS PAYABLE
PO BOX 218
MINDEN NV 89423-0218 US

"Customer"

Shipping Address
Account #: 1000480477
DOUGLAS COUNTY JUDICIARY
ACCOUNTS PAYABLE
PO Box 218
MINDEN NV 89423-0218 US

Billing Address
Account #: 1000480477
DOUGLAS COUNTY JUDICIARY
ACCOUNTS PAYABLE
PO Box 218
MINDEN, NV 89423-0218
US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

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For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$718.73	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: http://tr.com/drafting-tools-product-specific-terms.

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-08571970

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 8/13/2024.

Thomson Reuters™

Attachment Order ID: Q-08571970

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000480477
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: WILLIAMS, BOBBIE
Email: bwilliams@douglas.nv.gov

eBilling Contact
Contact Name BOBBIE WILLIAMS
Email **bwilliams@douglas.nv.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000480477	DOUGLAS COUNTY JUDICIARY	MINDEN NV 89423-0218 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
10	Attorneys	42077751	Gvt - National Primary Core
10	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
BOBBIE	WILLIAMS	bwilliams@douglas.nv.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$718.73	5.00%	$754.67	5.00%	$792.40	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

AGENDA ITEM NO. AE.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a 3-year contract with Thomson Reuters for patron access to conduct legal research at the Law Library located inside the Douglas County Public Library. The contract term is from July 1, 2024, through June 30, 2027, with a 5% increase per year. Year 1 cost $767.58 per month/$9,210.96 annually. Year 2 cost $805.96 per month/$9,671.52 annually. Year 3 cost $846.26 per month/$10,155.12 annually. (Delores Goelz)

RECOMMENDED MOTION:
Approve a 3-year contract with Thomson Reuters for patron access to conduct legal research at the Law Library located inside the Douglas County Public Library, as presented.

FINANCIAL IMPACT:
This is an annually budgeted item with the funding coming from the Law Library budget (222-391 532.555). This amount has been accounted for in the FY 2024-25 budget. Year 1 cost $767.58 per month/$9,210.96 annually. Year 2 cost $805.96 per month/$9,671.52 annually. Year 3 cost $846.26 per month/$10,155.12 annually.

BACKGROUND:
It is necessary and required by Nevada law that the Law Library offer a place for the citizens of Douglas County to perform legal research. Thomson Reuters offers a legal research program that the Law Library has used for many years. The contract is being renewed to coincide with the county's fiscal year, requiring the need to enter into a new contract. Staff has worked with a Thomson Reuters representative to enter into a new 3-year contract. The contract amount is covered in the Fiscal Year 2024-25 budget. The Board of Law Library Trustees maintains the Law Library budget and is requesting the approval of this 3-year contract with Thomson Reuters on behalf of the Law Library.

ATTACHMENTS:
Westlaw Patron__West Order Form_2024-06-14.pdf

Thomson Reuters™

Order Form

Order ID: Q-08572122

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000575946 DOUGLAS COUNTY DISTRICT COURT DEPT 2 PO BOX 218 1038 BUCKEYE RD FL 2 MINDEN NV 89423-4153 US "Customer"	Account #: 1000575946 DOUGLAS COUNTY DISTRICT COURT DEPT 2 PO Box 218 1038 BUCKEYE RD FL 2 MINDEN NV 89423-4153 US	Account #: 1000575946 DOUGLAS COUNTY DISTRICT COURT DEPT 2 PO Box 218 1038 BUCKEYE RD FL 2 MINDEN, NV 89423-4153 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$767.58	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf
http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: http://tr.com/drafting-tools-product-specific-terms.

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

1422

Acknowledgement: Order ID: Q-08572122

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 8/13/2024.

Thomson Reuters™

Attachment Order ID: Q-08572122

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000575946
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Williams, Bobbie
Email: bwilliams@douglas.nv.gov

eBilling Contact
Contact Name Bobbie Williams
Email **bwilliams@douglas.nv.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000575946	DOUGLAS COUNTY DISTRICT COURT	1038 BUCKEYE RD FL 2 MINDEN NV 89423-4153 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Seats	42115621	Pat Acc - National Core for Patron Access
1	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Bobbie	Williams	bwilliams@douglas.nv.gov	EML PSWD CONTACT
Bobbie	Williams	bwilliams@douglas.nv.gov	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$767.58	5.00%	$805.96	5.00%	$846.26	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

AGENDA ITEM NO. AF.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept a $29,122.18 Nevada Division of Child and Family Services (DCFS) grant award to the Douglas County Juvenile Probation Department to support mental health and treatment services for juveniles and adopt **Resolution 2024R-070** augmenting the budget in the amount of the grant for Fiscal Year 2024-25 and authorize the Chief Probation Officer to sign the grant documentation. (Tammy Morris)

RECOMMENDED MOTION:
Accept a $29,122.18 Nevada DCFS grant award to the Douglas County Juvenile Probation Department and adopt Resolution 2024R-070, as presented, and authorize the Chief Probation Officer to sign the grant documentation.

FINANCIAL IMPACT:
The Nevada Division of Child and Family Services will provide $29,122.18 in grant funds to the Douglas County Juvenile Probation Department to support mental health services and treatment services for juveniles. No grant match is required.

BACKGROUND:
These funds are to support residential treatment, mental health services, substance abuse services, and sex offender evaluations and treatment. Funds may also be used for diversion or prevention. Funds not used directly for youth may be used for staff training, user fees for the data management system, or other services that directly impact youth under the jurisdiction of a juvenile court.

ATTACHMENTS:
GrantFormsPacket.pdf
9th Judicial NOSA FY 25 Block Grant- Signed.pdf
Board Resolution 2024R-070.pdf

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	5/29/2024	**Fund-Department #**	101 / 361
Project Number	25G02	**Fund-Department Name**	
Grant Title	Community Corrections Block Grant		
Grant Purpose	These funds are used to support mental health/subtance abuse services for youth.		
Awarding Entity	Nevada Division of Child & Family		
Total Grant Funds	$ 29,122.18		
Grant Start Date	7/1/2024	**End Date**	6/30/2024
Grant Type	☐ Federal- Enter CFDA ☑ State ☐ Other	Formula Funding	
Federal CFDA#			
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion		
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt** $ -	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash		

County Contact Information

Contact Name	Tamara Morris	**Phone#**	775-782-9811
Contact email	tmorris@douglas.nv.gov		

Grantor Information

Grantor Contact Name	Leslie Bittleston	**Grantor Contact Phone #**	775-684-4448
Grantor Contact Email	lbittleston@dcfs.nv.gov		
Pass-Through Entity		**Pass-Through Contract #**	
Pass-Thru Contact Name		**Pass-Thru Contact Phone #**	
Pass-Thru Contact Email			

Financial Information

Revenue			**Source of Funds**
101-000 331.500	Grant Revenue - Federal	$ -	Nevada DCFS- Formula Funding
101-000 331.510	Grant Revenue - State	$ 29,122.18	
101-000 360.300	Grant Revenue - Non-Govt.	$ -	
	Match - Non Grant Reimbursement	$ -	
	Total Revenue	$ 29,122.18	

Expenditure			**Is this Budgeted?**	
Various	Salaries & Benefits	$ -		
101-361 511.150	Grant Match - Salary	$ -	☐ Yes	☐ No - explain below
101-361 511.999	Grant Match Offset	$ -		
	Where is the match coming from?		GL	
101-361 540.010	Grants-Services & Supplies	$ 29,122.18		
101-361 541.501	Grant Match - Serv & Supplies	$ -	☐ Yes	☐ No - explain below
101-361 533.999	Grant Match - Serv & Supplies Offset	0		
	Where is the match coming from?		GL	
101-361 562.100	Grants-Capital Outlay			
101-361 562.110	Grant Match - Capital Outlay		☐ Yes	☐ No - explain below
	Where is the match coming from?		GL	
	Total Expenditure	$ 29,122.18		

Where will match funds come from?

Estimated Grant Funds (including County Match) by Fiscal Year

Year	**Amount**
FY24-25	$ 29,122.18
FY25-26	$ -
FY26-27	$ -
Total	$ 29,122.18

Required Approvals

Approval to apply	*Debbie Swickard*	**Date**	**5.29.24**
Internal Review Committee		**Date**	
Board of County Commissioners		**Date**	

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	5/29/2024	**Fund-Department #**	101	361
Project Number	25G02	**Fund-Department Name**		
Grant Title	Community Corrections Block Grant			

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

Agency Ref. #: 409
Budget Account: 1383
Category: 20
GL: NA
Job Number: NA

NOTICE OF SUBAWARD

Program Name: Community Corrections Partnership Block Grant Leslie Bittleston, Juvenile Services Programs Office Chief lbittleston@dcfs.nv.gov	**Subrecipient's Name:** Douglas County Juvenile Probation Attn: Tammy Morris tmorris@douglas.nv.gov
Address: 4126 Technology Way, 1st Floor Carson City, NV 89706-2009	**Address:** PO Box 218 Minden, Nevada 89423
Subaward Period: July 1, 2024 through June 30, 2025	**Subrecipient's:** **EIN:** _____ **Vendor #:** _____ **Dun & Bradstreet:** _____

Purpose of Award: State general funds for front end services. There are no federal funds associated with this grant award.

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

Approved Amount: Community Corrections Partnership Block Grant – State General Funds.

Douglas: $29,122.18

Grant Award: SFY 2025-CCP-001DC

FEDERAL AWARD COMPUTATION: NOT APPLICABLE

Total Obligated by this Action:	$	0.00
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	0.00
Match Required ☐ Y ☐ N		
Amount Required this Action:	$	0.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	0.00

Research and Development (R&D) ☐ Y ☐ N

Federal Budget Period:
Start Date through End Date

Federal Project Period:
Start Date through End Date

NO FEDERAL FUNDS

FOR AGENCY USE, ONLY

Source of Funds: Must include name of Federal Agency and Grant name. (indicate %). Use this field for all funding sources. If more than one federal funding source (grant) is utilized, attach the optional Subaward Additional Funding Sheet and enter "See Subaward Additional Funding Sheet".	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
	100% State General Funds	NA	NA	NA	NA

Agency Approved Indirect Rate: 0.00%

Subrecipient Approved Indirect Rate: Enter %; de minimis or N/A

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

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal regulations.
5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:	Attachments:
Section A: General Conditions Section B: Grant Assurances	Award Letter Quarterly Report Performance Measures Template

Authorized Subrecipient Official's Name	Signature	Date
Tammy Morris **Chief**	Tammy Morris	5/28/24
Leslie Bittleston **Juvenile Services Programs Office Chief**	Leslie Bittleston	May 24, 2024
RESERVED		

SECTION A:

GENERAL CONDITIONS

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

SECTION B:

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

6. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

Special Conditions:

7. Reporting requirements: An agency or organization may forfeit funds for failure to comply with reporting requirements as outlined in NAC 62B, NAC 62H, established performance measures, or grant reporting criteria.

    - Before any funds are withheld, DCFS shall notify you of any lack of compliance and allow for a corrective action period. If those measures are unsuccessful, DCFS shall notify you of loss of funds to include the total amount of fund withholding.

    - Funds withheld shall not be returned, but rather re-invested in the juvenile justice system in accordance with state law.

8. Utilize these funds on evidence-based programs and services as outlined in NRS 62B.630.

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

RESOLUTION NUMBER 2024R-070

RESOLUTION AUGMENTING DEPARTMENT
101
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: Community Corrections Block Grant
Project # 25G02

Revenue		
101-000 331.500	Grant Revenue - Federal	-
101-000 331.510	Grant Revenue - State	29,122.18
101-000 360.300	Grant Revenue - Non Govt.	-
	TOTAL REVENUES	29,122.18
Expenditures		
Various	Salaries & Benefits	-
101-361 511.150	Grant Match - Salary	-
101-361 511.999	Grant Match - Salary Offset	-
101-361 540.010	Grants-Services & Supplies	29,122.18
101-361 541.501	Grant Match - Serv & Supplies	-
101-361 533.999	Grant Match - Serv & Supplies Offset	-
101-361 562.100	Grants-Capital Outlay	-
101-361 562.110	Grant Match - Capital Outlay	-
	TOTAL EXPENDITURES	29,122.18

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this _____ day of _____, 20__ by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____

Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. AG.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the purchase of three (3) budgeted motor pool vehicles from Champion Chevrolet for a total of $155,795.75 for Fiscal Year 2024-25 under Nevada State contract 99SWC-S1495 and authorize the County Manager or Public Works Director to sign all related purchase order requests. (Jeff MacDonnell)

RECOMMENDED MOTION:
Approve the purchase of three (3) motor pool vehicles from Champion Chevrolet as presented and authorize the County Manager or Public Works Director to sign all related purchase order requests.

FINANCIAL IMPACT:
$155,795.75 in GL 313-821-564.700 all purchases under state contract 99SWC-S1495.

BACKGROUND:
Three (3) Road Operating employees need to replace their existing vehicles which have reached the end of their useful lives. The existing vehicles were purchased outside of the motor pool program. New vehicles will be managed by the Motor Pool program, and sufficient reserves set aside for future replacement of these vehicles. Salaries for the three employees receiving new vehicles are allocated one to each of the following funds: Road Operating Fund - 232; Tahoe Transportation District Fund - 236; and Regional Transportation Fund - 430. The augmentation to transfer excess services and supplies expense budgets from each of these three funds to the Motor Pool fund for vehicle purchases, and increase Motor Vehicles expenses in the Motor Pool Fund 313 was approved as Agenda Item "L" during the May 16, 2024, Board of County Commissioners meeting. All purchases will be made under state contract 99SWC-S1495.

ATTACHMENTS:
BA2024-2840.pdf
Motor Pool Augment 5-16-24.pdf
Engineer.pdf

Foreman.pdf
Sign truck.pdf

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: May 16, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to adopt **Resolution 2024R-051** to augment the Fiscal Year 2023-24 budgets in various funds by $4,160,053 and transfers of $158,000 from capital reserves and greater-than-anticipated revenues related to the China Spring Youth Camp, Regional Transportation, and Motor Pool/Vehicle Maintenance budgeted expenses. (Kathy Lewis)

RECOMMENDED MOTION:
Adopt Resolution 2024R-051 to augment the Fiscal Year 2023-24 budgets in various funds by $4,160,053 and transfers of $158,000 as presented.

FINANCIAL IMPACT:
Increases the China Spring Youth Camp budgeted expenditures by $2,053 - funding is available from greater-than-anticipated revenues. Increases the Regional Transportation budgeted expenditures by $4,000,000 - funding is available from capital reserves. Increases the Motor Pool/Vehicle Maintenance budgeted expenses - funding is available from greater-than-anticipated revenues.

BACKGROUND:
NRS 354.598005 provides guidelines to local governments to augment, or increase, budgets when resources are greater than those that were previously estimated. As defined in NRS 354.493, a budget augmentation is a "procedure for increasing the appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations."

China Spring Youth Camp received greater-than-anticipated donation revenue of $2,053. This augment recognizes the revenue, and places $2,053 of expenditure authority in the Assigned Use China Spring Gift Fund 242 line item.

On March 6, 2024, the Regional Transportation Commission approved the transfer of $4M of capital reserves to the Muller Parkway project. This augment moves $4M from Reserves to Capital Outlay in the Regional Transportation Fund 430.

Three Road Operating employees need to replace their existing vehicles which have reached the end of their useful lives. The existing vehicles were purchased outside of the motor pool program. New vehicles will be managed by the Motor Pool program, and sufficient reserves set aside for future replacement of vehicles. Salaries for the three employees receiving new vehicles are allocated one to each of the following funds: Road Operating Fund 232; Tahoe Transportation District Fund 236; and Regional Transportation Fund 430. This augment will transfer excess services and supplies expense budgets from each of these three funds to the Motor Pool fund for vehicle purchases, and increase Motor Vehicles expenses in the Motor Pool Fund 313.

ATTACHMENTS:
2024R-051.pdf

RESOLUTION NUMBER 2024R-051

RESOLUTION AUGMENTING VARIOUS FUNDS
2023 - 2024 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project:	**Fund**	**Revenue and Sources**	Account numbers	
	China Spring Youth Camp	Donations	242-000 367.102	2,053
20R06	Regional Transportation Fund	Improvement Reserve	430-421 625.107	3,973,911
20R06	Regional Transportation Fund	Ending Fund Balance	430-421 699.000	26,089
	Road Operating Fund	Small Projects	232-431 533.817	123,150
	Tahoe Douglas Transportation Fund	Rents and Leases Blgs	236-828 520.130	2,050
	Regional Transportation Fund	Major Repairs & Maint	430-421 532.118	32,800
			TOTAL REVENUES	4,160,053
		Expenditures		
	China Spring Youth Camp	Assigned Use China Spring Gift Fund	242-366 550.195	2,053
20R06	Regional Transportation Fund	Capital Projects	430-421 562.000	4,000,000
	Motor Pool/Vehicle Maintenance	Motor Vehicles	313-821 564.700	158,000
			TOTAL EXPENDITURES	4,160,053
		Transfers		
	Road Operating Fund	Transfers Out	232-431 618.700	(123,150)
	Tahoe Douglas Transportation Fund	Transfers Out	236-828 618.700	(2,050)
	Regional Transportation Fund	Transfers Out	430-421 618.700	(32,800)
	Motor Pool/Vehicle Maintenance	Transfers In	313-000 392.000	158,000
				-

NOW, THEREFORE, BE IT RESOLVED THAT the 2023 - 2024 Fiscal Year budget is herein amended.

Adopted this __16th_____ day of ___May_____, 2024 by the following vote:

VOTE: Ayes Commissioners:

Nays Commissioners:

Absent Commissioners:

Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

Amy Burgans
Douglas County Clerk-Treasurer

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☐ Adjusted Opening Fund Balance (AOFB) ☑ Greater Than Anticipated Revenues

☐ Grant - STOP - use the Grant Forms Packet ☐ Capital Projects Fund Reserves

Request Date 4/23/2024 **Requested By**

Fiscal Year 2023-2024 **Fund/Dept:** Various

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Transfers In	313-000 392.000		158,000	
2	Motor Vehicles	313-821 564.700			158,000
3	Transfer Out to Motor Pool	236-828 618.700			2,050
4	Rents & Leases Bldgs	236-828 520.130			(2,050)
5	Transfer Out to Motor Pool	430-421 618.700			32,800
6	Major Repairs & Maint	430-421 532.118			(32,800)
7	Transfer Out to Motor Pool	232-431 618.700			6,150
8	Transfer Out to Motor Pool	232-431 618.700			65,000
9	Transfer Out to Motor Pool	232-431 618.700			52,000
10	Small Projects	232-431 533.817			(123,150)
11					
12					
13					
14					
			Total	158,000	158,000

Purpose: To purchase three motor pool vehicles to replace vehicles that were purchased outside of the motor pool program and have reached the end of their useful lives.

*** A project number is required for all Capital Projects**

Department Head Name **Signature**

Finance Use Only

	IRC Approval		*BOCC Approval*	
	Agenda #	***Meeting Date***	***Agenda #***	***Meeting Date***

JE# **Date** **By**

Updated 9/1/21

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2.9 - Truck 1/2 Ton; Full Size; Extended Cab; Short Bed BID 99SWC-S1495 FLEET VEHICLES		
Dealer Name:	Champion Chevrolet		
Delivery Location:	Reno		
Vehicle Colors:	Exterior: Summit White	Interior: Jet Black	X Cloth Vinyl

	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	$36,293.00	$36,293.00
SPECIFY OPTIONS: (description)			$2,825.00
		$	
Upfit Switches Bank of 5	1	$ 150.00	
Four Wheel Drive (4x4)	1	$ 2,675.00	
		$	
		$	
		$	
		$	
		$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		$N/A	$N/A
Total purchase price with options			$39,118.00
DMV Title and DRS Fee's		$29.25	$29.25
GRAND TOTAL:			$39,147.25

Registered Owner:	Agency Name & Address: Douglas County PO Box 218 Minden, NV 89423
Legal Owner:	Agency Name & Address: Douglas County PO Box 218 Minden, NV 89423
County Vehicle Based In:	Douglas County
Name & Phone of Person to contact when vehicle is ready for delivery:	Jeff MacDonnell 775-790-7443

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	3.1 - Cab & Chassis: 3/4 Ton; Full Size; Standard Cab BID 99SWC-S1495 FLEET VEHICLES		
Dealer Name:	Champion Chevrolet		
Delivery Location:	Reno		
Vehicle Colors:	Exterior: Summit White	Interior: Jet Black	X Cloth ☐ Vinyl

	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	$ 41,464.00	$41,464.00
SPECIFY OPTIONS: (description)			$8,237.00
Four Wheel Drive	1	$2,485.00	
Skid Plate	1	$132.00	
Tire, Spare, Full Size	1	$380.00	
Upfit Switches Bank of 5 (Shipped Loose)	1	$152.00	
Deep Tint Glass	1	$88.00	
		$	
		$	
		$	
Flat bed	1	$7,000	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		$0	$
Total purchase price with options			$51,701.00
DMV Title and DRS Fee's	1	$29.25	$29.25
GRAND TOTAL:			$51,730.25

Registered Owner:	Agency Name & Address: Douglas County PO Box 218 Minden, NV 89423
Legal Owner:	Agency Name & Address: Douglas County PO Box 218 Minden, NV 89423
County Vehicle Based In:	Douglas
Name & Phone of Person to contact when vehicle is ready for delivery:	Jeff MacDonnell 775-790-7443

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	3.7 - Cab & Chassis: 1 Ton; Full Size; Standard Cab; BID 99SWC-S1495 FLEET VEHICLES		
Dealer Name:	Champion Chevrolet		
Delivery Location:	Reno		
Vehicle Colors:	Exterior: Summit White	Interior: Jet Black	X Cloth Vinyl

	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	$ 42,089.00	$42,089.00
SPECIFY OPTIONS: (description)			$22,800.00
Deep Tint Glass		$88.00	
Four Wheel Drive		$2,485.00	
Power Windows (Incl Keyless Entry/Power Mirrors)		$1,002.00	
Steps, 4" Black Round		$695.00	
Tire, Spare, Full Size (Shipped Loose)		$380.00	
Upfit Switches Bank of 5 (Shipped Loose)		$150.00	
		$	
		$	
Utility bed		$18,000.00	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		$	$0
Total purchase price with options			$64,889.00
DMV Title and DRS Fee's		$29.25	$29.25
GRAND TOTAL:			$64,918.25

Registered Owner:	Agency Name & Address: Douglas County PO Box 218 Minden, NV 89423
Legal Owner:	Agency Name & Address: Douglas County PO Box 218 Minden, NV 89423
County Vehicle Based In:	Douglas
Name & Phone of Person to contact when vehicle is ready for delivery:	Jeff MacDonnell 775-790-7443

AGENDA ITEM NO. AH.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve an amendment with the Carson Area Metropolitan Planning Organization (CAMPO) to extend the Travel Demand Modeling contract from June 30, 2024, to June 30, 2026, and authorize the County Manager to execute any required documents. (Jon Erb)

RECOMMENDED MOTION:
Approve the amendment with CAMPO to extend the Travel Demand Modeling contract from June 30, 2024, to June 30, 2026, as presented, and authorize the County Manager to execute any required documents.

FINANCIAL IMPACT:
None

BACKGROUND:
Douglas County and the Carson Area Metropolitan Planning Organization went together to update an area wide transportation model. The model is nearing completion and will have a two-year service agreement as outlined in the original contract. The contract was originally scheduled to end on June 30, 2024, and will now be extended two years to June 30, 2026.

ATTACHMENTS:
CAMPO TDM Interlocal Agreement Executed.pdf
Amendment 1 - Douglas County - CAMPO TDM Interlocal Agreement (003).pdf

INTERLOCAL AGREEMENT FOR TRAVEL DEMAND MODELING

This AGREEMENT is dated this 2nd day of February, 2023, by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and the CARSON AREA METROPOLITAN PLANNING ORGANIZATION, a political subdivision of the State of Nevada (hereinafter "CAMPO"). COUNTY and CAMPO may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Parties are public agencies under NRS 277.100; and

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

WHEREAS, CAMPO Operates a Travel Demand Model ("MODEL") for the purposes of transportation planning for the portion of COUNTY within the CAMPO region; and

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities for Development, Maintenance, Operation, and Update of the MODEL as it relates to portions of the COUNTY outside the CAMPO region; and

WHEREAS, the MODEL will be used to identify and evaluate transportation capacity needs for COUNTY and CAMPO based on Traffic Analysis Zone ("TAZ") geography, the roadway network, existing and forecasted land uses, residential and employment information, traffic, and travel characteristics within the COUNTY, and

WHEREAS, this AGREEMENT also provides a mechanism for COUNTY to request additional MODEL Operation, Maintenance, and Updating each fiscal year subsequent to the completion of MODEL Development; and

WHEREAS, the MODEL will be to the benefit of both COUNTY and CAMPO and the people of the State of Nevada; and

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

Section 1. **Defined Terms**: As used in this AGREEMENT, the following terms are defined to have the meaning below:

A. "Develop" or "Development" means the initial incorporation of the COUNTY TAZs, existing roadway networks, existing and forecasted land uses, residential and employment information, traffic, and travel characteristics

(collectively hereafter referred to as "DATA") found in the COUNTY's existing travel demand model into the CAMPO MODEL.

B. "Operate" or "Operation" means running scenarios in the MODEL for the purposes of traffic analysis and forecasting.

C. "Maintain" or "Maintenance" means inputting and exporting DATA from the MODEL using computer software.

D. "Update" or "Updating" means changing or updating the MODEL based on new or changed DATA, which includes Development of the MODEL.

Section 2. **Term of Agreement**: This Agreement is effective on the date that the last authorized signature is affixed hereto and will terminate on June 30, 2024, unless terminated earlier in accordance with Section 3 of this Agreement.

Section 3. **Termination**: Either Party may terminate this Agreement with or without cause by providing not less than 45 days' written notice to the other Party.

If terminated, CAMPO shall utilize the MODEL software to export COUNTY DATA for areas of the COUNTY not within the CAMPO region and provide that exported DATA to COUNTY not less than 15-days prior to termination.

Section 4. **Responsibilities of CAMPO**: CAMPO agrees to provide the following services relating to the MODEL:

A. Provide project management for the MODEL through staff from CAMPO.

B. Issue a Request for Proposal ("RFQ") to procure consultant support ("Consultant") for MODEL Development and ongoing MODEL Maintenance, Operation, and Update.

C. Select and contract with a Consultant for MODEL Development, Maintenance, Operation, and Updating.

D. To Develop, Operate, Maintain, Update, and to provide necessary staff time for the MODEL as it relates to COUNTY DATA. Maintenance and Operation standards and practices shall be consistent with applicable state and national standards and guidelines.

E. Provide quarterly invoices to COUNTY for its share of CAMPO staff time and Consultant costs for MODEL Development, Operation, Maintenance, and Updating. COUNTY's share of such costs will not include the area of COUNTY within the CAMPO region.

F. Provide quarterly updates to COUNTY's project manager regarding MODEL activities.

G. To be responsible for all costs associated with the MODEL for all areas within the CAMPO region.

Section 5. **Responsibilities of COUNTY**: COUNTY agrees to perform the following:

A. Select a project manager for COUNTY to facilitate MODEL Development and to collaborate with the Consultant and CAMPO's project manager concerning MODEL Development, Operation, Maintenance, and Updating.

B. Participate in MODEL Development activities including but not limited to project coordination meetings, DATA collection and distribution, and presentations to boards and commissions.

C. Participate in MODEL Updating activities including providing CAMPO COUNTY DATA and a summary of, and information related to, changes for DATA within the COUNTY on before June 30 each year.

D. Reimburse CAMPO for Consultant costs and CAMPO staff time spent on Development of the MODEL as it relates to COUNTY TAZ geography not within the CAMPO region, in an amount not to exceed sixty-six thousand ninety-five and 00/100 dollars ($66,095.00) as outlined in Attachment A.

E. Reimburse CAMPO based upon time and materials for Consultant costs and CAMPO staff time spent for the Operation, Maintenance, and Updating of the MODEL within the portions of COUNTY not within the CAMPO region in an amount not to exceed twenty thousand and 00/100 dollars ($20,000.00) per fiscal year (July 1 – June 30) based on the agreed upon tasks using the Task Authorization Form ("TOA") included as Attachment B.

Section 6. **Services Performed Through TOAs:** A TOA is not required for CAMPO or Consultant to perform services described in Sections 5.B and 5.D. However, all other work performed under this AGREEMENT by CAMPO must be authorized by a duly executed TOA. CAMPO and COUNTY mutually agree to utilize the TOA form, included as Attachment B, to assist in the authorization and tracking of tasks and costs associated with MODEL Operation, Maintenance, and Updating.

The Parties agree that a TOA is required whenever services to be performed under this AGREEMENT do not fall within Sections 5.B or 5.D (or exceed the dollar amount set forth in 5.D). Further, the Parties agree that the COUNTY will not be responsible for reimbursing CAMPO for the cost of any services that required a TOA but were performed without a corresponding, executed TOA. The Parties also agree that no provision of this AGREEMENT, including but not limited to Section 4.D, should be construed to require CAMPO to perform any tasks associated with MODEL Operation, Maintenance, and

Updating without a TOA or when CAMPO reasonably believes the cost to perform those tasks cannot or will not be reimbursed by COUNTY.

The Parties agree to utilize the following rules and procedures for all TOAs:

A. COUNTY and CAMPO will confer and agree upon additional tasks associated with the MODEL to be completed. Each TOA must include a summary of each task and the estimated staff hours and costs for each task based on established Consultant and CAMPO staff rates.

B. TOAs must be completed and duly executed prior to the start of any task or services.

C. There is no limit to the number of TOAs that may be executed during a fiscal year.

D. TOAs are not effective unless and until each of the following conditions are satisfied:

1. The task reflected in each TOA must comply with the scope and intent of this AGREEMENT;

2. The TOA shall be signed by the designated project managers for both CAMPO and COUNTY; and

3. No TOA is approvable if it will cause the cumulative total of actual expenses from all TOAs executed during a fiscal year to exceed twenty thousand and 00/100 dollars ($20,000.00). In the event that TOAs in a fiscal year exceed this threshold for any reason, the Parties may execute an Addendum or Amendment to this AGREEMENT to make a corresponding increase to the not to exceed amount for the material fiscal year. Such an Addendum or Amendment cannot be approved by the Parties' designated project managers; it must instead be approved by the Parties' governing bodies.

Section 7. **Supervision of Services**: CAMPO will supervise Consultant and will take input from the COUNTY regarding Consultant supervision into consideration. COUNTY's reimbursement responsibility for Consultant's services for COUNTY areas not included in CAMPO is set forth at Section 5.D, and COUNTY's reimbursement obligation for such services from Consultant shall not exceed the amount identified in Section 5.D without prior written and signed authorization from COUNTY's project manager.

Section 8. **Billing and Payment**: CAMPO shall bill COUNTY quarterly for services and expenses in accordance with this AGREEMENT. Payments by COUNTY are due within 45 days of the date of billing.

Section 9. **Notices**: All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR CAMPO:

Christopher Martinovich, PE
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

FOR COUNTY:

Douglas County
Philip Ritger, Public Works Director
P.O. Box 218
Minden, Nevada 89423
Tel: (775) 783-6480

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Section 10. **Entire Agreement**: This Agreement constitutes the entire agreement of the Parties and as such is intended as the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement must be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

Section 11. **Limited Liability; Indemnification**: COUNTY shall indemnify and hold harmless CAMPO, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of COUNTY's officers, agents, and employees. CAMPO shall indemnify and hold harmless COUNTY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of CAMPO's officers, agents, and employees. COUNTY and CAMPO do not waive and intend to assert any and all available NRS

chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

Section 12. **Severability**: If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of that provision will not be held to render any other provision or provisions of this Agreement unenforceable.

Section 13. **Nevada Law; Jurisdiction**: The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, either the First or Ninth Judicial District Court of the State of Nevada, depending on which venue is more appropriate given the facts and circumstances underlying any particular dispute.

Section 14. **Ownership of Property**: With the exception of DATA transferred between the Parties pursuant to the explicit terms of this AGREEMENT, all or any property presently owned by either Party will remain in such possession upon termination of this Agreement, and there will be no transfer of property or ownership interest between the Parties during the course of this Agreement.

Section 15. **No Third-Party Beneficiary**: It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 16. **Records**: Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

Section 17. **Public Records; Confidentiality**: Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

Section 18. **Separate Entities**: The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and continues be a public agency separate and distinct from the other Party and, except as otherwise

specifically provided herein, has the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

Section 19. Assignment: Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

Section 20. Authority to Sign: The Parties hereto represent and warrant that the person executing this Agreement on behalf of its respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

Section 21. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

Section 22. Breach: Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' fees and costs. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of $125 per hour.

Section 23. Force Majeure: Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the 2nd day of February, 2023.

CARSON AREA METROPOLITIAN PLANNING ORGANIZATION

By: Christopher Martinovich
Transportation Manager

Attest:

William Scott Hoen
William Scott Hoen (Jan 12, 2023 09:59 PST)
Clerk-Recorder

Approved as to Legality and Form:

Deputy District Attorney

DOUGLAS COUNTY, NEVADA
Board of County Commissioners

By: _____
~~Chairman~~ County Manager

Amy Burgund
County Clerk

Approved as to Legality and Form:

Douglas V. Ritchie
Deputy District Attorney

Task 1 - 5 Hours That will be Spent on Douglas County Modeling Items:

in the overall Task 1 - 5 Budget Estimate, not in addition to. This table simply breaks down the portion of hours that will be spent on Douglas County modelin modeling items.)

Staff Type	Principal Engineer II	Senior Engineer I	Project Engineer I	Engineer I	Senior GIS I	Project Coordinator	Task Hour
Rate	$ 260.00	$ 215.00	$ 190.00	$ 165.00	$ 215.00	$ 135.00	
oordination	6	6	0	0	0	0	12
	6	*6*					
cy Partners							
el Updates, and Model Base Year	0	24	25	114	0	0	163
d Traffic Counts		*1*	*1*	*5*			
unty into CAMPO TDM		*20*	*20*	*88*			
		1		*6*			
Scenario to 2022 Conditions		*2*	*4*	*15*			
	0	2	4	10	0	0	16
d Conversion to Flowchart Menu							
Model							
ents							
ovements							
and Recommendations		*2*	*4*	*10*			
Testing, and Future Year Scenarios	0	8	4	26	0	2	40
Year		*2*		*8*			
enarios		*2*		*8*			
Recommendations, and Testing		*4*	*4*	*10*		*2*	
raining	0	4	0	4	0	0	8
		4		*4*			
Douglas County Tasks 1 - 5 Subtotals (Hours)	**6**	**44**	**33**	**154**	**0**	**2**	**239**
Douglas County Tasks 1 - 5 Subtotals (Cost)	**$ 1,560.00**	**$ 9,460.00**	**$ 6,270.00**	**$ 25,410.00**	**$ -**	**$ 270.00**	

Carson Area Metropolitan Planning Organization
CAMPO

ATTACHMENT B

TASK ORDER AUTHORIZATION (TOA)

Task Number: _____ Task Name: _____

Date Received: _____

CONTACT INFORMATION:

COUNTY Contact: _____ Phone: _____

Email: _____

DESCRIPTION OF WORK: (Enter here. CAMPO will include the fee and rate summary as an attachment for cost backup) Additional backup materials is attached to this TOA.

Task / Sub-task:	Description:	Cost ($):

TOTAL COST: _____

This TOA must be authorized by a duly executed by both CAMPO and COUNTY prior to the start of work consistent with the Interlocal Agreement for Travel Demand Modeling. Upon authorization, a scanned version will be emailed to both CAMPO and COUNTY project managers.

ACCEPTED AND AGREED:

By COUNTY: _____ Date: _____
Signed

_____
Printed Name

By CAMPO: _____ Date: _____
Signed

_____
Printed Name

Carson City Public Works Department
3505 Butti Way
Carson City NV 89701
PH: 775-887-2355
FX: 775-887-2112

Amendment No. 1 to
INTERLOCAL AGREEMENT FOR TRAVEL DEMAND MODELING

This AMENDMENT is dated this _____ day of _____, 2024, by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and the CARSON AREA METROPOLITAN PLANNING ORGANIZATION, a political subdivision of the State of Nevada (hereinafter "CAMPO"). COUNTY and CAMPO may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, on February 2, 2023, the Parties entered into an interlocal agreement ("AGREEMENT") for travel demand modeling to Develop the CAMPO Travel Demand Model ("MODEL") within the COUNTY and provide a mechanism for COUNTY to request additional MODEL Operation, Maintenance, and Updating each fiscal year subsequent to the completion of MODEL Development; and

WHEREAS, the termination date of the AGREEMENT must be amended to extend the date allowing for the COUNTY to continue to request additional MODEL Operation, Maintenance, and Updating requests each fiscal year; and

WHEREAS, the Parties hereto desire to make certain amendments to the AGREEMENT.

NOW, THEREFORE, the Parties agree as follows:

A. The termination date referenced in Section 2, Term of the Agreement, shall be changed from June 30, 2024, to June 30, 2026.

B. All of the other provisions of the AGREEMENT dated February 2, 2023, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2024.

CARSON AREA METROPOLITIAN PLANNING ORGANIZATION

By: _____
Transportation Manager

DOUGLAS COUNTY, NEVADA
Board of County Commissioners

By: _____
County Manager

Attest:

_____
County Clerk
Approved as to Legality and Form:

_____
District Attorney or his or her Authorized Designee

_____
Deputy District Attorney

AGENDA ITEM NO. AI.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve an open $566,007.55 purchase order with SHI International Corp. ("SHI") for Fiscal Year 2024-25 utilizing the State of Nevada Master Purchasing Agreement (99SWC-NV23-12771); and authorize the County Manager to sign any necessary documents. (Peace Ruggia)

RECOMMENDED MOTION:
Approve an open $566,007.55 purchase order with SHI International Corp. for Fiscal Year 2024-25, as presented; and authorize the County Manager to sign any necessary documents.

FINANCIAL IMPACT:
Funding is available in the Technology Services fund of the County's General Fund (101.192) and no additional budget transfer or augmentation is needed.

BACKGROUND:
SHI International Corp. is a technology vendor that provides software, hardware and IT solutions. Douglas County has historically purchased items such as software licenses or hardware under separate purchase orders or under separate agreements with SHI. The County has used this master purchase order method for the past four years. The purpose of this agenda item is to establish a master purchasing agreement with SHI so that all purchases for FY2024-25 (up to $566,007.55) will fall under the Master Purchasing Agreement and help improve transparency and efficiency.

The State of Nevada Department of Administration Purchasing Division has established the State of Nevada Master Purchasing Agreement (99SWC-NV23-12771) for all purchases from SHI International Corp. ValuePoint Software Value-Added Reseller (SVAR) under the purchase order.

As set forth in Nevada Revised Statute (NRS) 332.115, purchases for software and computer hardware are not adapted to award through the competitive bidding process. Such purchases are also an exception to bidding as allowed Section II, F.1.d of Douglas County Purchasing Policy 300.19. Procurements

made under this purchase order include the annual cost for subscriptions, switches, servers, software licensing, and support. In addition, Douglas County is entering into this contract pursuant to a solicitation by the State of Nevada in accordance with NRS 332.195.

ATTACHMENTS:
SHI Updated Pricing.pdf
99SWC-NV23-12771 Cooperative Contract Links.pdf
SHI_Master_Agreement.pdf
SHI PA.pdf
SHI_PO_for_FY24-25.pdf

National Pricing Discount

RFP #2018011

For each item listed on the National Priceing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
B. Describe the catalog or index that discounts will be taken.
C. Describe any special manufacturer pricing available to Participating Agencies.
D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.5%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4.5%	SHI's Full Catalog of Systems	%	
		3) Tablets	4.5%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.5%	SHI's Full Catalog of Systems	%	
2)	Group 2 - Input Devices	5) Keyboards	5.0%	SHI's Full Catalog of Input Devices	%	
		6) Mice	5.0%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4.0%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4.0%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4.0%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4.0%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4.0%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4.0%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4.0%	SHI's Full Catalog of Input Devices	%	
3)	Group 3 - Output Devices	16) Displays	4.5%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4.5%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		22) Dot Matrix Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4.5%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4.5%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4.5%	SHI's Full Catalog of Output Devices	%	
4)	Group 4 - Memory	36) Desktop	4.5%	SHI's Full Catalog of Memory	%	
		37) Flash	4.5%	SHI's Full Catalog of Memory	%	
		38) Networking	4.5%	SHI's Full Catalog of Memory	%	
		39) Notebook	4.5%	SHI's Full Catalog of Memory	%	
		40) Printer / Fax	4.5%	SHI's Full Catalog of Memory	%	
		41) Server	4.5%	SHI's Full Catalog of Memory	%	
		42) Adapters Fibre Channel	4.0%	SHI's Full Catalog of Storage Devices	%	
		43) Adapters FireWire / USB	4.0%	SHI's Full Catalog of Storage Devices	%	
		44) Adapters IDE/ATA/SATA	4.0%	SHI's Full Catalog of Storage Devices	%	
		45) Adapters RAID	4.0%	SHI's Full Catalog of Storage Devices	%	
		46) Adapters SCSI	4.0%	SHI's Full Catalog of Storage Devices	%	
		47) Bridges & Routers	4.0%	SHI's Full Catalog of Storage Devices	%	
		48) Disk Arrays	4.0%	SHI's Full Catalog of Storage Devices	%	
		49) Disk Arrays JBOD	4.0%	SHI's Full Catalog of Storage Devices	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
5)	Group 5 - Storage Devices	50) Drives Magneto-Optical	4.0%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4.0%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4.0%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4.0%	SHI's Full Catalog of Storage Devices	%	
		54) Hard Disks - Fibre Channel	4.0%	SHI's Full Catalog of Storage Devices	%	
		55) Hard Disks - IDE/ATA/S	4.0%	SHI's Full Catalog of Storage Devices	%	
		56) Hard Disks - Notebook	4.0%	SHI's Full Catalog of Storage Devices	%	
		57) Hard Disks - SCSI	4.0%	SHI's Full Catalog of Storage Devices	%	
		58) Networking Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		59) Optical Drives - CD-ROM	4.0%	SHI's Full Catalog of Storage Devices	%	
		60) Optical Drives - CD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		61) Optical Drives - DVD-CD	4.0%	SHI's Full Catalog of Storage Devices	%	
		62) Optical Drives - DVD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		63) Storage Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		64) Storage - NAS	4.0%	SHI's Full Catalog of Storage Devices	%	
		65) Storage - SAN	4.0%	SHI's Full Catalog of Storage Devices	%	
		66) Tape Autoloaders - AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		67) Tape Autoloaders - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		68) Tape Autoloaders - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		69) Tape Autoloaders - LTO	4.0%	SHI's Full Catalog of Storage Devices	%	
		70) Tape Drives - 4mm	4.0%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4.0%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4.0%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4.0%	SHI's Full Catalog of Storage Devices	%	
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.0%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	5.0%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Switches	5.0%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	5.0%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	5.0%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	5.0%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	5.0%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	5.0%	SHI's Full Catalog of Network Equipment	%	
		86) Network Test Equipment	5.0%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	5.0%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	5.0%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	5.0%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4.5%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4.5%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4.5%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4.5%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4.5%	SHI's Full Catalog of Software	%	
		100) Licensing - Cloning	4.5%	SHI's Full Catalog of Software	%	
		101) Licensing - Computer Services	4.5%	SHI's Full Catalog of Software	%	
		102) Licensince - Database	4.5%	SHI's Full Catalog of Software	%	
		103) Licensing - Development	4.5%	SHI's Full Catalog of Software	%	
		104) Licensing - Entertainment	4.5%	SHI's Full Catalog of Software	%	
		105) Licensing - Financial	4.5%	SHI's Full Catalog of Software	%	
		106) Licensing - Flow Chart	4.5%	SHI's Full Catalog of Software	%	
		107) Licensing - Graphic Design	4.5%	SHI's Full Catalog of Software	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
7)	Group 7 - Software	108) Licensing - Handheld	4.5%	SHI's Full Catalog of Software	%	
		109) Licensing - Network OS	4.5%	SHI's Full Catalog of Software	%	
		110) Licensing - OS	4.5%	SHI's Full Catalog of Software	%	
		111) Licensing - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		112) Licensing - Presentation	4.5%	SHI's Full Catalog of Software	%	
		113) Licensing - Reference	4.5%	SHI's Full Catalog of Software	%	
		114) Licensing - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		115) Licensing - Spreadhseet	4.5%	SHI's Full Catalog of Software	%	
		116) Licensing - Utilities	4.5%	SHI's Full Catalog of Software	%	
		117) Licensing - Warranties	4.5%	SHI's Full Catalog of Software	%	
		118) Licensing - Web Development	4.5%	SHI's Full Catalog of Software	%	
		119) Licensing - Word Processing	4.5%	SHI's Full Catalog of Software	%	
		120) Software - Backup	4.5%	SHI's Full Catalog of Software	%	
		121) Software - Barcode / OCR	4.5%	SHI's Full Catalog of Software	%	
		122) Software - Business Application	4.5%	SHI's Full Catalog of Software	%	
		123) Software - CAD/CAM	4.5%	SHI's Full Catalog of Software	%	
		124) Software - Cloning	4.5%	SHI's Full Catalog of Software	%	
		125) Software - Computer Services	4.5%	SHI's Full Catalog of Software	%	
		126) Software - Database	4.5%	SHI's Full Catalog of Software	%	
		127) Software - Development	4.5%	SHI's Full Catalog of Software	%	
		128) Software - Entertainment	4.5%	SHI's Full Catalog of Software	%	
		129) Software - Financial	4.5%	SHI's Full Catalog of Software	%	
		130) Software - Flow Chart	4.5%	SHI's Full Catalog of Software	%	
		131) Software - Graphic Design	4.5%	SHI's Full Catalog of Software	%	
		132) Software - Handheld	4.5%	SHI's Full Catalog of Software	%	
		133) Software - OS	4.5%	SHI's Full Catalog of Software	%	
		134) Software - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4.5%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4.5%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4.5%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4.5%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4.5%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4.5%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4.5%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4.0%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		150) Media - SLR tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4.0%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4.0%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4.0%	SHI's Full Catalog of Other	%	

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	If applicable, you may add additional manufacturers/discounts: Proposed Discount	Manufacturer Name
		163) Asset Management	4.0%	SHI's Full Catalog of Other	%	
		164) Cables	4.0%	SHI's Full Catalog of Other	%	
		165) Cables - custom	4.0%	SHI's Full Catalog of Other	%	
		166) Cables - printer	4.0%	SHI's Full Catalog of Other	%	
		167) Complex warranties	4.0%	SHI's Full Catalog of Other	%	
		168) Desktop Accessories	4.0%	SHI's Full Catalog of Other	%	
		169) Display Accessories	4.0%	SHI's Full Catalog of Other	%	
		170) Electronic Services	4.0%	SHI's Full Catalog of Other	%	
		171) Handheld Accessories	4.0%	SHI's Full Catalog of Other	%	
		172) Imaging Accessories	4.0%	SHI's Full Catalog of Other	%	
		173) Imaging - Camcorders	4.0%	SHI's Full Catalog of Other	%	
		174) Imaging - Digital Cameras	4.0%	SHI's Full Catalog of Other	%	
		175) Internal Lab Service	4.0%	SHI's Full Catalog of Other	%	
		176) Lab fees	4.0%	SHI's Full Catalog of Other	%	
		177) Managed Services	4.0%	SHI's Full Catalog of Other	%	
		178) Miscellaneous solutions	4.0%	SHI's Full Catalog of Other	%	
		179) Mounting hardware for vehicles	4.0%	SHI's Full Catalog of Other	%	
		180) Networking Warranties	4.0%	SHI's Full Catalog of Other	%	
		181) Notebook Accessories	4.0%	SHI's Full Catalog of Other	%	
		182) Notebook Batteries	4.0%	SHI's Full Catalog of Other	%	
		183) PC Lab order services	4.0%	SHI's Full Catalog of Other	%	
		184) POS Accessories	4.0%	SHI's Full Catalog of Other	%	
		185) POS Displays	4.0%	SHI's Full Catalog of Other	%	
		186) Power Accessories	4.0%	SHI's Full Catalog of Other	%	
		187) Power Surge Protection	4.0%	SHI's Full Catalog of Other	%	
		188) Power UPS	4.0%	SHI's Full Catalog of Other	%	
		189) Server Accessories	4.0%	SHI's Full Catalog of Other	%	
		190) Service Charge	4.0%	SHI's Full Catalog of Other	%	
		191) System Components	4.0%	SHI's Full Catalog of Other	%	
		192) Training Courses	4.0%	SHI's Full Catalog of Other	%	
		193) Training Reference Manuals	4.0%	SHI's Full Catalog of Other	%	
		194) Warranties - Electronic	4.0%	SHI's Full Catalog of Other	%	
		195) iPAD / Tablet Styles	4.0%	SHI's Full Catalog of Other	%	
		196) Mouse / Wrist Pads	4.0%	SHI's Full Catalog of Other	%	
		197) Security Locks and Hardware	4.0%	SHI's Full Catalog of Other	%	
		198) Tools	4.0%	SHI's Full Catalog of Other	%	
		199) Document Scanner Accessories	4.0%	SHI's Full Catalog of Other	%	
		200) Flatbed Scanners	4.0%	SHI's Full Catalog of Other	%	
		201) Mobile Scanners	4.0%	SHI's Full Catalog of Other	%	
		202) Network Scanners	4.0%	SHI's Full Catalog of Other	%	
		203) Sheetfed Scanners	4.0%	SHI's Full Catalog of Other	%	
		204) Wide Format Scanners	4.0%	SHI's Full Catalog of Other	%	
		205) Workgroup / Department Scanner	4.0%	SHI's Full Catalog of Other	%	
		206) Build to Order Desktops	4.0%	SHI's Full Catalog of Other	%	
		207) Nettop	4.0%	SHI's Full Catalog of Other	%	
		208) Point of Sale	4.0%	SHI's Full Catalog of Other	%	
		209) Ultra Small Form Factor	4.0%	SHI's Full Catalog of Other	%	
		210) Apple / Mac Memory Upgrades	4.0%	SHI's Full Catalog of Other	%	
10)	Group 10 - Other	211) Chips / SIMMs/SIPPs / ROMs	4.0%	SHI's Full Catalog of Other	%	
		212) Computer Cases	4.0%	SHI's Full Catalog of Other	%	
		213) CPUs / Fans	4.0%	SHI's Full Catalog of Other	%	
		214) Memory Accessories	4.0%	SHI's Full Catalog of Other	%	
		215) Motherboards / Chassis	4.0%	SHI's Full Catalog of Other	%	
		216) 1 - 2 port Serial Boards	4.0%	SHI's Full Catalog of Other	%	
		217) 3+ port Serial Boards	4.0%	SHI's Full Catalog of Other	%	
		218) Console Server	4.0%	SHI's Full Catalog of Other	%	
		219) Device Server	4.0%	SHI's Full Catalog of Other	%	
		220) Terminal Server	4.0%	SHI's Full Catalog of Other	%	

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	If applicable, you may add additional manufacturers/discounts: Proposed Discount	Manufacturer Name
		221) Content Management	4.0%	SHI's Full Catalog of Other	%	
		222) Firewall / VPN Applicances	4.0%	SHI's Full Catalog of Other	%	
		223) Multifunction Security Appliances	4.0%	SHI's Full Catalog of Other	%	
		224) Network Camera Accessories	4.0%	SHI's Full Catalog of Other	%	
		225) Network Cameras	4.0%	SHI's Full Catalog of Other	%	
		226) Physical/Environmental Security	4.0%	SHI's Full Catalog of Other	%	
		227) Security Applicance Accessories	4.0%	SHI's Full Catalog of Other	%	
		228) Security Tokens	4.0%	SHI's Full Catalog of Other	%	
		229) Unified Threat Management	4.0%	SHI's Full Catalog of Other	%	
		230) 2-way Radios / Walkie Talkies	4.0%	SHI's Full Catalog of Other	%	
		231) Apple Notebooks	4.0%	SHI's Full Catalog of Other	%	
		232) Convertible PCs / Slate PCs / iPAD	4.0%	SHI's Full Catalog of Other	%	
		233) iPAD	4.0%	SHI's Full Catalog of Other	%	
		234) Slate Tablet Computers	4.0%	SHI's Full Catalog of Other	%	
		235) GPS / PDA	4.0%	SHI's Full Catalog of Other	%	
		236) Wireless Communication Devices	4.0%	SHI's Full Catalog of Other	%	
		237) Batteries	4.0%	SHI's Full Catalog of Other	%	
		238) Power Supplies / Adapters	4.0%	SHI's Full Catalog of Other	%	
		239) Rackmountain Equipment	4.0%	SHI's Full Catalog of Other	%	
		240) Remote Power Management	4.0%	SHI's Full Catalog of Other	%	
		241) Surge Suppressors	4.0%	SHI's Full Catalog of Other	%	
		242) UPS / Battery Backup	4.0%	SHI's Full Catalog of Other	%	
		243) 14" & smaller LCD Display	4.0%	SHI's Full Catalog of Other	%	
		244) 15-19" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		245) 15-19" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		246) 15-19" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		247) 20-30" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		248) 20-30" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		249) 20-30" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		250) PCoIP and Zero Client Displays	4.0%	SHI's Full Catalog of Other	%	
		251) Arm Mounts	4.0%	SHI's Full Catalog of Other	%	
		252) Ceiling Mounts	4.0%	SHI's Full Catalog of Other	%	
		253) Combo Mounts	4.0%	SHI's Full Catalog of Other	%	
		254) Desktop Stands / Risers	4.0%	SHI's Full Catalog of Other	%	
		255) Flat Wall Mounts	4.0%	SHI's Full Catalog of Other	%	
		256) Mount Accessories	4.0%	SHI's Full Catalog of Other	%	
		257) Pole Display	4.0%	SHI's Full Catalog of Other	%	
		258) Stands / Carts / Feet	4.0%	SHI's Full Catalog of Other	%	
		259) Tilt Wall Mounts	4.0%	SHI's Full Catalog of Other	%	
		260) C-Cure Products	4.0%	SHI's Full Catalog of Other	%	
		261) Istar Products	4.0%	SHI's Full Catalog of Other	%	
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE	SHI will work with local partners when possible to insure the City is getting the best value. Prices for Services will vary depending on the local partners. The rates below are an average.	
		Design and Analysis	12500.0%	4%		
		Configuration	16500.0%	4%		
		Implementation	18500.0%	4%		
		Installation	18500.0%	4%		
		Training	9900.0%	4%		
		Maintenance & Support	9900.0%	4%		
		Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)	See #12	%		
12)	Group 12 - Additional Products/Services Not Identified	All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's proposed discount model for this contract.				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name

All discounts articulated here represent the minimum discounts off SHI Advertised List Price, actual discounts may be significantly higher.
The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.
SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.
If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

Cooperative Contract Links

The State of Nevada has joined a cooperative contract solicited and managed by another government entity pursuant to NRS 333.475. This page provides links to the Prime Contract documentation and other information about the cooperative contract and its use. If you have questions about any of the information below, contact the listed Nevada contract administrator or the vendor directly.

Contract Description

Software Value Added Reseller (SVAR)

Vendor Name

SHI International Corp.

Nevada Contract Administrator

Marti Marsh

Contract Administrator Email

mmarsh@admin.nv.gov

NevadaEPro Blanket Number

99SWC-NV23-12771

NevadaEPro Solicitation Number (if applicable)

99SWC-S1312

Lead Agency

State of Arizona

Purchasing Cooperative

NASPO

Lead Agency Contract Number

CTR060028

Lead Agency Solicitation Number

BPM002338

Solicitation Documentation (link to website where cooperative solicitation documents are hosted)

https://www.naspovaluepoint.org/portfolio/software-var/shi/

Prime Contract (link to website where contract documents are hosted)

https://purchasing.nv.gov/Contracts/Documents/Software_Value_Added_Resources/

Vendor Website (link to vendor's website)

https://www.publicsector.shidirect.com/public-sector/contract/naspo-svar

Instructions for Use (link to statewide contracts page on Purchasing website)

https://purchasing.nv.gov/Contracts/Documents/Software_Value_Added_Resources/

Additional Information (if applicable)

NevadaEPro Agencies: Place orders via release requisition in NevadaEPro regardless of dollar value. Only orders that include fixed assets as defined by SAM 1544 require an RXQ in Advantage. Non-NevadaEPro Agencies: Orders over $5,000 require an RXQ in Advantage. Orders under $5,000 can be placed direct on a local purchase order (LPO) or via

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide SOFTWARE VALUE-ADDED RESELLER SERVICES in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1. 11/17/20 Date	MFL initial						
Revised Offers:	2. 01/21/22 date #1	MFL initial	3. 03/01/22 date #1	MFL initial	4. x date #1	x initial		
	5. x date #4	x initial	6. x date #5	x initial	7. x date #6	x initial		
Best and Final Offer:	8. x Date	x initial						

SHI International Corp

Offeror company name

Signature of person authorized to sign Offer

300 Davidson Ave

Address

Meghan Flisakowski

Printed name and title

Somerset, New Jersey 08873

City | State | ZIP

Manager Public Sector Proposals

Contact name and title

22-3009648

Federal tax identifier (EIN or SSN)

Meghan_flisakowski@shi.com 512-317-0799

Contact Email Address Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR060028

The effective date of the Contract is: 4/25/2022 Date

Contract awarded 4/25/2022 Date

John R

Procurement Officer Signature

John Red Horse

Procurement Officer Printed Name

Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2A: Scope of Work

1.0 Introduction, Purpose, and Background

1.1 Introduction, Purpose, and Background –

The State of Arizona, State Procurement Office (SPO), is requesting proposals for Software Value-Added Reseller (Reseller) services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program (NASPO ValuePoint). The purpose of this Solicitation (RFP or Solicitation) is to establish Master Agreements with qualified Resellers so that eligible entities may acquire Software and related services from Software Value-Added Resellers.

This RFP seeks offers that can provide better value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. More specifically, this RFP expects offerors to provide a full range of Reseller services and service options to support Purchasing Entities' COTS and SaaS-based software needs. The RFP shall be broken up into three award categories: General Software, Microsoft Software, and Oracle Software. For each of these categories, services related to the software purchase, including but not limited to installation, configuration, maintenance, and advisory services may be offered.

Lead State, Solicitation Number and Lead State Contract Administrator (LSCA)
The State of Arizona, through its State Procurement Office (SPO), is the Lead State and issuing office for this document and all subsequent addenda relating to it. This RFP is a competitive process, in accordance with the Arizona Procurement Code available at https://spo.az.gov/ . The Arizona Procurement Codeconsists of Arizona Revised Statutes (ARS) §§41-2501 et seq. and administrative rules and regulations A.A.C R2-7-1010 et.seq. "Solicitation #BPM002338" shall be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator (LSCA) identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this Solicitation, contractual requirements, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator (LSCA) designated by the State of Arizona, State Procurement Office is:

Eric Bell - State Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, Arizona 85007
Phone: (602)542.8921

1.2 NASPO ValuePoint Background Information

NASPO ValuePoint is the cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a 501(c)(3) non-profit association dedicated to strengthening the procurement community through education, research, and communication.

NASPO is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States.

Canadian Participation. Subject to the approval of the awarded Reseller, any Canadian provincial government or provincially funded entity in the Northwest Territories, Yukon, Nunavut, Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations may be eligible to use the Reseller's contract.

Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Reseller's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

1.3 Schedule of Events

The Procurement Office shall make every effort to adhere to the following schedule. Change in the "Closing Date and Time" (Proposal Due Date) shall only be by an issued Solicitation Amendment.

Anticipated Solicitation Release:	September 8, 2020
Anticipated Pre-Offer Conference:	September 17, 2020
Anticipated Closing Date and Time:	October 21, 2020
Anticipated Award Date:	January 22, 2021

1.4 Purchasing Entities

In addition to the Lead State conducting this RFP, the states listed in Exhibit 1 (One) have signed an Intent to Participate (ITP) document to be named in this Solicitation as potential Participating Entities of the resulting Master Agreement (MPA). Any state that indicates an Intent to Participate are not obligated to either participate

or enter into any contractual relationship with the selected responders. Other eligible entities, including other states, may become Participating Entities after award of the MPA through execution of a Participating Addendum (PA).

A Participating Addendum may include Participating Entity-specific terms and conditions not included in the Master Agreement. Some of these terms and conditions may be provided to the vendors in the RFP (see Exhibit 2 (Two)) as an informational item only, to give vendors an idea of the terms they might be expected to abide by or negotiate during the PA process.

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity shall be responsible for its own charges, fees, and liabilities. The Reseller shall apply the charges and invoice each Purchasing Entity individually.

1.5 Historical Usage

Exhibit 3 (Three) contains the usage data in terms of total sales for all contractors from the current set of contracts for Calendar Years 2016, 2017, 2018, and 2019. No minimum or maximum level of sales volume is guaranteed or implied.

2.0 SCOPE OF WORK

2.1 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three mutually-exclusive categories:

Category I – General software: This category includes all software titles **except** Microsoft and Oracle. Category I has been further sub-divided into three tiers:

- **Tier 1** – Key Itemized Publishers
- **Tier 2 –** Other Itemized Publishers
- **Tier 3 –** Non-Itemized Publishers

Category II – Microsoft-only software, and

Category III – Oracle-only software.

See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software Publishers. If a direct reseller agreement is not already in place between itemized software Publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that Itemized Publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new Publishers may be added by amendment to the Itemized Publishers' lists.

2.1.1 Category 1 – General Software Resellers

2.1.1.1 ***Tier 1*** *– Key Itemized Publishers:* The products of the Publishers in this tier represent the highest tier of sales volume outside of the two (2) Publisher Specific Categories. This tier is the one most likely to include a Participating Entity's enterprise or high-volume agreements with a Publisher. Resellers shall be a certified direct resellers for Publishers in this category, except in the case where certain Publishers do not sell directly through Resellers. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. If a Reseller's proposal includes the General Category, the Reseller must be able to resell, and must provide pricing for each Tier 1 Itemized Publisher (see Pricing Sheet). Specific requirements may be required for some Publishers in this category in an individual Participating Entity's PA.

2.1.1.2 ***Tier 2*** *- Other Itemized Publishers:* The products of the Publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating Entity's high-

volume agreements or VLAs with a Publisher. It is desirable for Resellers to be certified direct resellers for Publishers in this category. If a Reseller's proposal includes the General Category, the Reseller must be able to resell, and must provide pricing for, each Tier 2 Itemized Publisher (see Pricing Sheet). Specific requirements may be required for some Publishers in this category in an individual Participating Entity's PA.

2.1.1.3 **Tier 3 -** Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software Publishers not specifically itemized. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA, provided the offerings, including pricing and terms, meet the requirements of the Contract, and may be itemized in the online catalog, if volume justifies the addition. If a Reseller's proposal includes the General Category, the Reseller must provide pricing applicable to all Non-Itemized Publishers resold by the Reseller. Specific requirements may be required for some Publishers in this category in an individual Participating Entity's PA.

KEY ITEMIZED PUBLISHERS **Certification of Direct Reseller status required, except in the case where certain Publishers do not sell directly through Resellers**	OTHER ITEMIZED PUBLISHERS **Certification of Direct Reseller status desirable. If not certified, the percentage rate should be no greater than Non-Itemized Rate**	NON-ITEMIZED PUBLISHERS
ADOBE	AUTODESK	ALL OTHER PUBLISHERS
CA TECHNOLOGIES	BARRACUDA NETWORKS	
CISCO	BMC SOFTWARE	
COMMVAULT	CHECK POINT SOFTWARE	
IBM	CHERWELL	
RED HAT	CITRIX	
SPLUNK	CPI	
TABLEAU	CROWDSTRIKE	
VEEAM	DELL	
VMWARE	DELPHIX	
	DOCUSIGN	
	DYNATRACE	
	FORCEPOINT	
	FORTINET	
	GOOGLE	

	INFORMATICA	
	IVANTI	
	KNOWBE4	
	MCAFEE	
	MICRO FOCUS	
	MULESOFT	
	NETMOTION	
	OKTA	
	OPENTEXT	
	PROGRESS SOFTWARE	
	PROOFPOINT	
	QUEST SOFTWARE	
	RAPID7	
	RSA SECURITY	
	SALESFORCE	
	SAP	
	SOLARWINDS	
	SOPHOS	
	SPILLMAN	
	SYMANTEC	
	TENABLE	
	TREND MICRO	
	VARONIS	
	VERITAS	
	ZOHO	

2.1.1 Category II: Microsoft Resellers

This Category shall be restricted to only Microsoft software products.

2.1.2 Category III: Oracle Resellers

This Category shall be restricted to only Oracle software products.

2.1.3 Software Publishers, General Representation.

Excluded Software Publishers. The Reseller shall agree to enter into good faith negotiations with any Software Publisher willing to do business with them. Resellers

shall advise the LSCA or designee of any Software Publishers with whom the Reseller was unable to enter into a reseller certification following negotiations.

Expanded Representation. The Reseller is expected to continue to work towards reseller certifications with Publishers not currently represented, particularly with those Publishers whose sales volume merit classification into the Itemized Publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current Publishers

2.2 Category 1 - Software Value-Added Reseller ('Reseller' – "SVAR") – All Publishers Excluding Microsoft and Oracle Software

2.2.1 Software Value-Added Reseller ('Reseller" or "SVAR") shall be a large account reseller, with a national presence, authorized to sell products direct from software Publishers or authorized distributors.

2.2.2 **SOFTWARE PRODUCTS**, including Software as a Service (SaaS)

2.2.2.1 Out of Scope Products - Non-SaaS cloud computing products such as Infrastructure as a Service ("IaaS"), Platform as a Service ("PaaS"), and Software provided by a Managed Services Provider are generally out of scope of this Contract. IaaS shall be allowable **only** as an incidental product when 1) SaaS is the primary and predominate title being purchased, and 2) the limited and incidental licensing of the publisher's IaaS is essential to the successful and efficient implementation and or deployment of the SaaS software. This determination should be made by the purchasing entity in advance of any IaaS purchase.

2.2.2.2 Most Current Version - Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

2.2.2.3 Licenses and Maintenance Agreements - The Reseller shall honor existing Purchasing Entities' Volume License Agreements (VLA's) or Enterprise License Agreements (ELA's) with Publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a Purchasing Entity, and if so required by the Purchasing Entity and/or an individual Publisher, the Reseller shall identify itself to software Publishers as Reseller for that Purchasing Entity. If so required by the Publisher and Purchasing Entity, the Reseller shall execute a change of channel partner agreement with the Publisher. Resellers shall sell additional seats consistent with Purchasing Entities' VLAs or ELAs. Reseller shall work with Participating Entities, Purchasing

Entities and Publishers as needed to establish new VLAs or ELAs. The Reseller shall work with the Publisher and Purchasing Entities as necessary to ensure the Purchasing Entity receives timely and pertinent license information, such as: license or agreement renewals, and opportunities based on actual volume.

Reseller shall work directly with Purchasing Entities in establishing, signing and maintaining enrollment agreements. If a Reseller is the sole Reseller in a State, the Reseller shall aggregate all enrollments together for Master Agreement reporting purposes. If a Participating Entity elects to have multiple SVAR contractors, Reseller's responsibilities shall be delineated in that State or Entity's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Purchasing Entities' VLA-required sales levels to ensure the Purchasing Entity does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.2.4 Subscription-based Software Licenses. Purchasing Entities can purchase monthly or annual licenses or subscriptions through the Reseller, which provides access to and use of the software during the subscription term

2.2.2.5 Individual Software Licenses. Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.2.2.6 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller shall explain what product support or services are included in a Publisher's maintenance agreement.

2.2.2.7 Software Maintenance and Support. Reseller to provide needed services to support maintenance products such as maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on the most cost-effective or appropriate long-term maintenance plan. Reseller shall provide such support, not only to maintenance packages purchased under this Contract, but in support of any other existing and current agreements.

2.2.2.8 Software Updates. Resellers shall ensure Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement at the time such releases and updates are released to any customers of the Publisher.. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

Should a User not want to receive the next update, the User shall so notify the respective Publisher.

2.2.2.9 Leases

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable Pas permit leasing. No lease agreements shall be reviewed or evaluated as part of this RFP evaluation process.

2.2.3 **VALUE-ADDED SERVICES – MANDATORY BASIC SERVICES:** Reseller shall provide the following Basic Services at no additional charge:

2.2.3.1 Provide Software Products, including COTS, Software as a Service (SaaS), and Related Services

2.2.3.2 Honor existing Volume or Enterprise license agreements held by the Purchasing Entity.

2.2.3.3 Retain or enhance Reseller certifications with software Publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each Participating Entity, and each Purchasing Entity explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.2.3.4 If a Purchasing Entity requests software from a Publisher with which the Reseller has no established relationship, the Reseller shall agree to enter into good faith negotiations with the Software Publisher. Resellers shall advise the LSCA or designee of any Software Publishers with whom the Reseller was unable to enter into a reseller certification following negotiations.

2.2.3.5 Provide Pre-Sale Advisement:

- Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.
- Assist the Purchasing Entity to make cost neutral adjustments to bundled titles to substitute for or delete duplicative Publisher titles.
- Example: In selecting the most-beneficial basket of applications from a Publisher's library (ex: Microsoft or Adobe applications)

2.2.3.6 Act as liaison between the Purchasing Entity and individual Publishers to identify best approaches and cost savings opportunities for the Purchasing Entity. Examples of such are:

- Selecting appropriate software subscription plan options, software enhancements, and sets of features;
- Explaining Volume License Agreements with complicated rules;
- Determining the most cost-effective buying strategies;
- Finding software options to meet a specific need, for example, online survey software or risk management software.

2.2.3.7 Negotiate with Publishers to reduce Reseller Cost, and pass on savings to Purchasing Entities.

2.2.3.8 Provide assistance in developing Volume License and Enterprise Agreements.

2.2.3.9 Provide Software installation assistance including, but not limited to:.

- Provide, at no additional cost, assistance or advice in basic installation or implementation of software products.

- If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem.

2.2.3.10 Provide Software De-Installation Assistance.

2.2.3.11 Notify Purchasing Entities of Publisher publicly announced changes pertinent to User licensing.

2.2.3.12 Provide Basic License Management to include:

- Reseller shall have in place a product license inventory and a basic software asset management system, which shall include an accurate inventory record of product licenses purchased under this Contract.
- Reseller shall also have the capability of tracking maintenance renewal and other significant due dates.

2.2.3.13 License Confirmations For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:

- Certified Licensing Confirmation Certificates for all software licenses;
- Reseller's certified license confirmation certificates in the name of such Licensee; or,
- Written confirmation from the Reseller or Publisher accepting the Participating Entities' contract or purchase order as proof of license

2.2.3.14 Transitioning License Tracking Information Reseller shall store license information data acquired and retained shall as sortable data fields and transfer the license information to the Purchasing Entity upon contract termination. Reseller shall work with Purchasing Entities to ensure that the license information data has been successfully transferred in a usable format.

2.2.4 **VALUE-ADDED SERVICES - PREMIUM SERVICES:** The Reseller may offer Premium Value-Added Services related to the software being purchased. The following may be an additional cost:

2.1.3.1 Offer maintenance and support packages on licenses already owned by the Purchasing Entity.

2.1.3.2 Provide advanced or refresh Training Services related to a software purchase under this Contract or existing software held by the Purchasing Entity.

2.1.3.3 Optional Value-Added Premium Services as provided in the proposal and approved by NASPO ValuePoint and the LSCA.

2.3 Category 2 – Microsoft SVAR

2.3.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller, with a national presence, authorized by Microsoft as a Licensing Solution Provider (LSP) for all current and existing, and new Microsoft products and subscriptions.

2.3.2 **Out of Scope Products -** Non-SaaS cloud computing products such as Infrastructure as a Service ("IaaS"), Platform as a Service ("PaaS"), and Software provided by a Managed Services Provider are generally out of scope of this Contract. IaaS shall be allowable only as an incidental product when 1) SaaS is the primary and predominate title being purchased, and 2) the limited and incidental licensing of the publisher's IaaS is essential to the successful and efficient implementation and or deployment of the SaaS software. This determination should be made by the purchasing entity in advance of any IaaS purchase.

2.3.3 **Software Products,** including Software as a Servce

2.3.3.1 Provide an up to date list of all software products and subscriptions offered by Microsoft.

2.3.3.2 Purchase orders shall be deemed to reference the most recent release of the Software Product at the time of the order.

2.3.3.3 Licenses and Maintenance Agreements

- The Reseller shall honor the Purchasing Entity's existing Select Agreements, Enterprise License Agreements and Volume License Agreements.
- Following an executed Order with a Purchasing Entity and/or Microsoft, the Reseller shall identify itself to Microsoft as the Reseller for that Purchasing Entity. If so required by the Microsoft and Purchasing Entity, Reseller shall execute a change of channel partner agreement with the Microsoft.
- Resellers shall sell additional seats consistent with Purchasing Entities' Select, Enterprise or Volume Agreements. Reseller shall work with Purchasing Entity and Microsoft as needed to establish new Select, Enterprise and Volume License Agreements.
- The Reseller shall work with the Microsoft and Purchasing Entity as necessary to ensure the Purchasing Entity receives timely and

pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.

- Reseller shall work directly with Purchasing Entity in establishing, signing and maintaining enrollment agreements.
- If a Reseller is the sole Microsoft Reseller for a Purchasing Entity, Reseller shall aggregate all enrollments together for Master Agreement reporting purposes. If a Participating Entity elects to have multiple SVAR contractors, Reseller's responsibilities shall be delineated in that State or Entity's PA.
- Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Purchasing Entities VLA-required sales levels to ensure the Purchasing Entity does not fall short and thereby incur Publisher penalties.
- The Reseller shall be responsible for providing license usage information to Microsoft, if such information is required by Microsoft, in a timely manner (e.g., for 'true up' assessments)
- Subscription-based Software Licenses. Purchasing Entities can purchase monthly or annual licenses or subscriptions through the Reseller, which provides access to and use of the software during the subscription term
- Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.3.3.4 Software Maintenance and Support Agreements

- Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller shall explain what product support or services are included in a publisher's maintenance agreement.
- Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include the provision of recommendations on the most cost-effective or appropriate long-term maintenance plan. Reseller shall provide such support, not only to maintenance

packages purchases under this agreement, but in support of any existing and current agreements.

2.3.3.5 Leases. Lease purchase and term leases are only allowed for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements shall be reviewed or evaluated as part of this RFP evaluation process.

2.3.4 **VALUE-ADDED SERVICES – MANDATORY BASIC SERVICES**

The reseller shall identify core value added services it provides to all Purchasing Entities at no charge. The services outlined in this section depict a minimum level of services that shall be provided to any Purchasing Entity.

2.3.4.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.3.4.2 Act as liaison between the Purchasing Entity and Microsoft in identifying best approaches and cost savings opportunities for the Purchasing Entity. Examples include, but are not limited to:

- selecting appropriate software;
- explaining Volume License Agreements rules;
- determining the most cost-effective buying strategies;
- ensuring that Purchasing Entity is in compliance with licensing requirements;
- finding software options to meet a specific need;
- developing software migration strategies;
- developing enterprise level licensing optimization strategies that include department/agency software consolidation and rationalization;
- bundling and unbundling software titles into software packages to provide the most cost effective solutions for the Purchasing Entity; and
- developing alternative software options and strategies when a Microsoft software title becomes unfeasible for the Purchasing Entity.

2.3.4.3 Negotiate to reduce Reseller Cost, to pass savings on to the Purchasing Entity.

2.3.4.4 Identify pricing tiers and standard pricing models available to all Purchasing Entities under this Master Agreement.

2.3.4.5 Provide assistance to the Purchasing Entity by explaining and assisting the Purchasing Entity in the development of Volume License and Enterprise Agreements.

2.3.4.6 Assist the Purchasing Entity to determine optimum enterprise wide allocation total to obtain the best pricing and tiers for quantities that can be purchased.

2.3.4.7 Provide the Purchasing Entity with regular education and training by knowledgeable staff on new and emerging software and software related technologies offered or planned to be offered by Microsoft.

2.3.4.8 Provide a list of all Microsoft Solution Specialists that includes their specialty and their contact information.

2.3.4.9 For all Microsoft software and subscription products, provide a list of all security control systems, standards and certifications the product is in compliance with. For example: FedRAMP, NIST, CSA, SOC 2, ISO, etc. Include the specific standard by title, number and control identifier.

2.3.4.10 Return all phone calls within 2 business days and all e-mails within 24 hours.

2.3.4.11 Provide Software Installation advise, assistance and/or training.

- Provide assistance or advice with basic installation or implementation of COTS product.
- If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem.
- Provide Software De-Installation Assistance.

2.3.4.12 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses

- Reseller shall have in place a license inventory and software asset management section in their portal page for each Purchasing Entity, which shall include:
  - An accurate tracking and inventory record of software licenses purchased and added on to enrollment under this Contract;
  - All licenses on current enrollment;

- Quantities of licenses at department/agency levels within a Purchasing Entity; and
- Licenses to and from each department/agency within a Purchasing Entity.
- If required by the Purchasing Entity, an accurate tracking and inventory of Microsoft licenses from third-party computer contracts.

- Reseller shall also have the capability of tracking and reporting maintenance renewal and other significant due dates.
- At a minimum, this system shall be able to provide this information by Purchasing Entity, and department and agency level within a purchasing entity
- Reseller shall work with Purchasing Entity, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
- Provide reports with the content and frequency required by the Purchasing Entity.
- The Purchasing Entity may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards shall be determined by Purchasing Entity.
- As may be required by a Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware Reseller, to see that any software acquired under those contracts can be tracked through this contract.
- Notify Purchasing Entity of Publisher publicly announced changes pertinent to User licensing.

2.3.4.13 Provide training services to Purchasing Entities that include, but are not limited to the following topics:

- Installation
- De Commissioning
- Implementation
- Maintenance
- Configuration

- Product orientation for all SaaS products
- Select and Enterprise licensing
- Use of the Portal and any reseller applications and tools to support this contract.
- Use of the contract including training and aids on the processes provided for quotes and placing orders.
- Forms of training shall include, but are not limited to:
    - Online training available on the Portal,
    - Supplementary electronic (e.g. Webinars, emails), telephone or on-site training provided, as needed, during standard working hours.
    - Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.
    - Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.
- More detailed and targeted training unique to specific product offerings may be provided at the request of the Purchasing Entity.

2.3.4.14 License Confirmations. For licenses ordered under the contract by Purchasing Entity, the Reseller shall provide certified license confirmation certificates in the name of such Licensee; or written confirmation from the Reseller or Microsoft accepting the Purchasing Entity's contract or purchase order as proof of license.

- The form of "Proof of License" provided shall be acceptable proof to Microsoft, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller shall retain an electronic file of Purchasing Entity's Proof of Licenses.

2.3.4.15 Transitioning License Tracking Information at Contract Termination. The license information data acquired and retained by Reseller shall be stored as sortable data fields so the license information can be transferred to the Purchasing Entity or their designees in a useable format as determined by the purchasing entity upon contract termination.

2.3.5 **PREMIUM VALUE-ADDED SERVICES:** The Reseller may offer Optional Value-Added Services related to the software being purchased. These services may be priced to include added compensations for each additional Optional Value Added Service, or may be provided by the Reseller at no additional charge. Examples of Optional Value Added Services include, but are not limited to:

2.3.5.1 Offer maintenance and support packages on licenses already owned by the Purchasing Entity.

2.3.5.2 Provide advanced or refresh Training Services related to a software purchase under this contract or existing software held by the Purchasing Entity.

2.3.5.3 Optional Value Added Premium Services as provided in the proposal and approved by NASPO ValuePoint and the LSCA.

2.4 Category 3 – Oracle SVAR

2.4.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller, with a national presence, authorized by Oracle as a Licensing Solution Provider (LSP) for all current and existing, and new Oracle products and subscriptions.

2.4.2 **Out of Scope Products** - Non-SaaS cloud computing products such as Infrastructure as a Service ("IaaS"), Platform as a Service ("PaaS"), and Software provided by a Managed Services Provider are generally out of scope of this Contract. IaaS shall be allowable only as an incidental product when 1) SaaS is the primary and predominate title being purchased, and 2) the limited and incidental licensing of the publisher's IaaS is essential to the successful and efficient implementation and or deployment of the SaaS software. This determination should be made by the purchasing entity in advance of any IaaS purchase.

2.4.3 **Software Products,** including Software as a Service

2.4.3.1 Provide an up to date list of all Oracle software and subscription products offered.

2.4.3.2 Purchase orders shall be deemed to reference the most recent release of the Software Product at the time of the order.

2.4.3.3 Licenses and Maintenance Agreements

- The Reseller shall honor the Purchasing Entities existing Enterprise License Agreements and Volume License Agreements.

- Following an executed PA with a Purchasing Entity and/or Oracle, the Reseller shall identify itself to Oracle as the Reseller for that Purchasing Entity. If so required by the Oracle and Purchasing Entity, Reseller shall execute a change of channel partner agreement with Oracle.
- Resellers shall sell additional seats consistent with Purchasing Entities' Enterprise or Volume Agreements. Reseller shall work with Purchasing Entity and Oracle as needed to establish new Enterprise and Volume License Agreements.
- The Reseller shall work with the Oracle and Purchasing Entity as necessary to ensure the Purchasing Entity receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.
- Reseller shall work directly with Purchasing Entity in establishing, signing and maintaining enrollment agreements.
- If Reseller is sole SVAR Reseller for Oracle in a Purchasing Entity, Reseller shall aggregate all enrollments together for Master Agreement reporting purposes. If a Purchasing Entity elects to have multiple SVAR contractors, Reseller's responsibilities shall be delineated in that Purchasing Entity's PA.
- Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Purchasing Entities license agreements required sales levels to ensure the Purchasing Entity does not fall short and thereby incur Publisher penalties.
- The Reseller shall be responsible for providing license usage information to Oracle, if such information is required by Oracle, in a timely manner (e.g., for 'true up' assessments)
- Subscription-based Software Licenses. Purchasing Entities can purchase monthly or annual licenses or subscriptions through the Reseller, which provides access to and use of the software during the subscription term
- Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.4.3.4 Software Maintenance and Support Agreements

- Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall sell software maintenance agreements, even if the

software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller shall explain what product support or services are included in a publisher's maintenance agreement.

- Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller shall provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

2.4.3.5 Leases. Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements shall be reviewed or evaluated as part of this RFP evaluation process.

2.4.4 **VALUE-ADDED SERVICES – MANDATORY BASIC SERVICES**

The reseller shall identify core value added services it provides to all Purchasing Entities at no charge. The services outlined in this section depict a minimum level of services that shall be provided to any Purchasing Entity.

2.4.4.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.4.4.2 Act as liaison between the Purchasing Entity and Oracle in identifying best approaches and cost savings opportunities for the Purchasing Entity. Examples include, but are not limited to:

- selecting appropriate software;
- explaining Volume License Agreements rules;
- determining the most cost-effective buying strategies;
- ensuring that Purchasing Entity is in compliance with licensing requirements;
- finding software options to meet a specific need;
- developing software migration strategies;

- developing enterprise level licensing optimization strategies that include department/agency software consolidation and rationalization;
- bundling and unbundling software titles into software packages to provide the most cost effective solutions for the Purchasing Entity; and
- Developing alternative software options and strategies when an Oracle software title becomes unfeasible for the Purchasing Entity.

2.4.4.3 Negotiate to reduce Reseller Cost, to pass on savings to the Purchasing Entity.

2.4.4.4 Identify pricing tiers and standard pricing models available to all Purchasing Entities under this master agreement.

2.4.4.5 Provide assistance to the Purchasing Entity by explaining and assisting the Purchasing Entity in the development of Volume License and Enterprise Agreements.

2.4.4.6 Assist the Purchasing Entity to determine optimum enterprise wide allocation total to obtain the best pricing and tiers for quantities that can be purchased.

2.4.4.7 Provide regular education and training on new and emerging software and software related technologies offered or planned by Oracle by knowledgeable

2.4.4.8 Provide a list of all Oracle Solution Specialists that includes their specialty and their contact information

2.4.4.9 For each software and subscription product offered, provide a list of all security control systems, standards and certifications the product is in compliance with. For example: FedRAMP, NIST, CSA, SOC 2, ISO, etc. Include the specific standard by title, number and control identifier.

2.4.4.10 Return all phone calls and emails within 2 business days.

2.4.4.11 Provide Software Installation advise, assistance and/or training.

- Provide assistance or advice in basic installation or implementation of COTS product.
- If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem.
- Provide Software De-Installation Assistance.

2.4.4.12 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses

- Reseller shall have in place a license inventory and software asset management section in their portal page for each Purchasing Entity, which shall include:
    - An accurate tracking and inventory record of software licenses purchased and added on to enrollment under this Contract;
    - All licenses on current enrollment;
    - Quantities of licenses at department/agency levels within a Purchasing Entity; and
    - Licenses to and from each department/agency within a Purchasing Entity.
    - If required by the Purchasing Entity, an accurate tracking and inventory of Oracle licenses from third party computer contracts.
- Reseller shall also have the capability tracking and reporting maintenance renewal and other significant due dates.
- At a minimum, this system shall be able to provide this information by Purchasing Entity, department and agency level within a purchasing entity
- Reseller shall work with Purchasing Entity, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
- Provide reports with the content and frequency required by the Purchasing Entity.
- The Participating Entity may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards shall be determined by Participating Entity.
- As may be required by a Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware Reseller, to see that any software acquired under those contracts can be tracked through this contract.

- Notify Purchasing Entity of publisher publicly announced changes pertinent to User licensing.

2.4.4.13 Provide training services to Purchasing Entities that include, but are not limited to the following topics:

- Installation
- De Commissioning
- Implementation
- Maintenance
- Configuration
- Product orientation for all SaaS products
- Enterprise licensing
- Use of the Portal and any reseller applications and tools to support this contract.
- Use of the contract including training and aids on the processes provided for quotes and placing orders.
- Forms of training shall include, but are not limited to:
  - Online training available on the Portal,
  - Supplementary electronic (e.g. webinars, emails), telephone or on-site training provided, as needed, during standard working hours.
  - Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.
  - Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.
- More detailed and targeted training unique to specific product offerings may be provided at the request of the Purchasing Entity.

2.4.4.14 License Confirmations. For licenses ordered under the contract by Purchasing Entity, the Reseller shall provide certified license confirmation certificates in the name of such Licensee; or written confirmation from the Reseller or Oracle accepting the Purchasing Entity's contract or purchase order as proof of license.

- The form of "Proof of License" provided shall be acceptable proof to Oracle, and in the format requested

by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller shall retain an electronic file of Purchasing Entity's Proof of Licenses.

2.4.4.15 Transitioning License Tracking Information at Contract Termination. The license information data acquired and retained by Reseller shall be stored as sortable data fields so the license information can be transferred to the Purchasing Entity or their designees in a useable format as determined by the purchasing entity upon contract termination.

2.4.5 **PREMIUM VALUE-ADDED SERVICES:** The Reseller may offer Optional Value-Added Services related to the software being purchased. These services may be priced to include added compensations for each additional Optional Value Added Service, or may be provided by the Reseller at no additional charge. Examples of Optional Value Added Services include, but are not limited to:

2.4.5.1 Offer maintenance and support packages on licenses already owned by the Purchasing Entity.

2.4.5.2 Provide advanced or refresh Training Services related to a software purchase under this contract or existing software held by the Purchasing Entity.

2.4.5.3 Optional Value Added Premium Services as provided in the proposal and approved by NASPO ValuePoint and the LSCA.

2.5 General Requirements – All Categories

2.5.1 **Customer Portal.** Reseller shall Develop and Maintain a Portal, at the request of Participating Entities, to facilitate tracking, management, usage, ordering, monitoring and reporting of software products and License Agreements. The Portal shall include, but shall not be limited to:

Mandatory Elements:

- Signed Master Agreement
- Signed Participating Addendum
- Designated Baseline price list(s) (MSRP or Cost Plus, List Price, Education) and associated discounts.
- Service options available on the contract

- Contact information for order placement, service concerns (warranty and maintenance) , problem reporting, and billing concerns, including problem escalation. The Reseller shall provide an incident escalation path for each Participating Entity, showing on that Participating Entity's webpagee, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.
- Sales representatives and their contact information to include direct telephone number and email address for Purchasing Entities
- The Portal shall be operational twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance times, and shall be ADA Section 508 compliant. The website shall be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State.
- Within 60 calendar days of execution of a Participating Addendum, the Reseller shall provide a Universal Resource Locator (URL) for the website to the Participating Entity and the LSCA within sixty (60) days of the execution of the PA. The Lead State shall review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Reseller shall have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Reseller may not make material changes to the website without notifying the Lead State and receiving written approval of the changes. Pricing shall be kept current.

Desirable Elements:

- Purchase order tracking
- Copy of RFP Response
- Online ordering capability with the ability to remember multiple ship to locations
- If elements of the website require a secure log-in, Responder shall provide listing of items that would require a secure sign-in option e.g. reprinting of invoices, or purchase order tracking.

- If the Reseller is acquired by another company during the contract term, the new Reseller shall maintain documentation on the website that informs the end users of the change. This may include a memo or summary letter outlining the operational effects e.g. formal name change
- A repository of commonly-encountered EULAs to assist states when considering the purchase of specific software
- Tracking, Management, Usage Monitoring and Reporting of Licenses for each Purchasing Entity
- Software Title Offerings: Contactor maintains a searchable index of all software title offerings from all Publishers under the scope of this contract for end users to utilize. For the Key Itemized and Other Itemized Publishers, this index shall include product descriptions, security standards, certifications and security controls met by each software product
- Non-authorized products or groups of products shall not be on included in the Online Catalog. Reseller shall not use this proposed website to cross-sell or cross-advertise other products and or services the Reseller may be able to offer.
- User Differentiation. Catalog should be designed to provide a means to identify the Purchasing Entity. The method used shall not require any undue administrative tasks on the part of the user. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information.
- The ability for the Purchasing Entity to create custom reports. The requesting Purchasing Entity shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, Purchasing Entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Purchasing Entity representative, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.
- The capability of being used as a 'Punch Out' to an individual state's electronic purchasing system. For this paragraph, "Punch Out" means a mechanism by which the e-procurement

application makes it possible for a buyer to access a supplier's website from the buyer's own procurement application.

2.5.2 **Price Quote, General**. For categories 1, 2, and 3, pricing is reflected in the MPA as either 1) a percentage of the invoice paid by the Software Reseller to the Software Publisher or 2) a percentage discount off of the Publishers List/MSRP price.

Individual PA's shall use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high-volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Purchasing Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.5.2.1 *Telephone or Email Quote Support*. Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.5.2.2 *Quoted Delivery Method*. The quote shall clearly indicate the method of delivery, whether via media, download, or other methods.

2.5.2.3 *Timely Quotes*. Reseller agrees to work with Publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that they can obtain the software, the Reseller shall contact the Purchasing Entity with a status report. The Reseller and the Purchasing Entity shall mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller shall provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.5.2.4 Guaranteed 30 Day Quote. Reseller is required to honor all quotes for thirty (30) calendar days.

2.5.3 **Optional Services Cap.** Individual Purchasing Entities shall reserve the right to establish caps on services in their Participating Addendum. For example, a Purchasing Entity may, at its discretion, establish a cap that limits services expenditures to 30% of the value of the related software purchase.

2.5.4 **Optional Software Related Technical Services**

For Category 1,2, and 3 each reseller may resell additional Technical Software Related Services provided by the Publisher for the Category or by a Publisher's Top Tier Level Certified Partner as listed below. These services shall be priced separately and are in addition to mandatory value add services provided by the reseller and included in their mandatory service offerings.

Nature of the Technical Services. The technical services go beyond providing software product information and assistance, but include work products and deliverables provided by trained, qualified and Publisher certified technicians to perform software related services needed and specified in a scope of work by the purchasing entity. Services are limited to:

- Commissioning and Decommissioning Services, including installation
- Implementation Services
- Maintenance Services
- Configuration Services
- Software Integration Services, and
- training services.

No other Software Related Technical Services may be provided under this RFP award unless specifically approved by LSCA as within the scope.

Out of scope services. Stand-alone services not related to a software product purchased or licensed through the Reseller, staff augmentation (stand-alone hourly based IT Services), services provided on a time_and_material basis with no fixed pricing. Questions about services included in the scope shall be determined by the LSCA.

2.5.5 **Training, General**

For Category I, 2 and 3 training may be in the form of online tutorials for basic installation and web-based training for software operation, basic phone support. Training may also include in-person or webinar training.

Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

2.5.6 **Customer Service and Representation, General**

For Category I, 2 and 3 resellers shall provide customer service representation as follows:

2.5.6.1 *Dedicated Representation and Timely Response*. Reseller shall provide dedicated representatives for each Participating Entity. Such representative shall become familiar with the Purchasing Entity (for example, a state and its cooperative partners) and shall provide a single point of contact for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller shall commit to returning phone calls or responding to emails within two (2) business days**.

2.5.6.2 *Problem Escalation*. The Reseller shall provide an incident escalation path for each Participating Entity, showing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.6.3 *Product purchasing trends.* **The Reseller shall speak with LSCA and sourcing team annually** to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume or other changes.

2.5.7 **Contract Reviews.**

2.5.7.1 Reseller is expected to conduct **quarterly reviews** of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA**.

2.5.7.2 At the discretion of the individual Purchasing Entities, an equivalent review, limited to that entity, shall be presented to the Purchasing Entity.

2.5.7.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

- Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and provide reports, at this review. At a minimum, the audit shall report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

- Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Purchasing Entities .
- **In a renewal year, the annual review shall take place prior to contract extensions.**

2.5.8 **Interactions with Software Publishers, General**

For Categories 1,2 and 3, resellers shall provide interaction with the respective software Publishers to include:

2.5.8.1 *Best Interests of Purchasing Entity*. Reseller would represent the best interests of the Purchasing Entity in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, maximizing the value of software bundling options, and taking advantage of Publishers' specials, promotions, coupons or other savings opportunities.

2.5.8.2 *Liaison with Publisher*. A Purchasing Entity may establish, in their individual PA, the ability for Reseller to arrange with the software Publisher or software Publisher's designee for Enterprise Agreements, which may include implementation, training, support, maintenance and other services directly related to the software purchase. **The provision of said services shall be under a separate Enterprise Agreement between the Purchasing Entity and the applicable parties and terms of the Master Agreement and Participating Addendum would flow down into the Enterprise Agreement**.

2.5.9 **Purchasing Entity Utilization of Local Partners, General**

For Categories 1,2, and 3, the Reseller may offer Partners (Sub-Contractors) to provide additional services in support of this Contract, if submitted as a part of the Resellers response to this Request for Proposal, or after award of an MPA, if approved by a Participating Entity. The partners may provide the following:

- Software Related Technical Services
- Optional Value Added Services

If the Reseller chooses to allow partners to provide administrative services as noted above, Reseller has the responsibility to vet or ensure the partners capabilities including their financial systems and business processes to accept and process contract obligations and financial documents timely and accurately. By listing a company as a partner, the terms and conditions set forth in Special Terms and Conditions 3.10 Subcontracts shall apply to the relationship between the Reseller and partner(s). The

ultimate responsibility for the performance of these partners rests with the Contractor. A Participating Entity or Purchasing Entity shall not be obligated or forced to utilize a partner(s) or compensate a partner(s) directly.

2.5.10 Reporting

2.5.10.1 Standard Reports

Individual Participating Entities or Purchasing Entities may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the entity. Reseller shall advise of standard reports which they can provide, and work with Participating Entities and Purchasing Entities on additional standard reports.

2.5.10.2 Online Reports

The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Purchasing Entity shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.

2.5.10.3 Custom Reports

Participating Entity and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

The following Exhibit applies to the Scope of Work:

SECTION 2-A_EXHIBIT 1 – LIST OF ENTITIES WITH INTENT TO PARTICIPATE
SECTION 2-A_EXHIBIT 2 – SAMPLE STATE TERMS & CONDITIONS
SECTION 2-A_EXHIBIT 3 – HISTORICAL SPEND

End of Section 2-A

SECTION 2-B: Pricing Document

3.1 Pricing

3.1.1 CONTRACTOR'S BEST PRICING. The prices and discounts set out in Part 3 of the Solicitation Documents, Section 3-B Offer Forms, ATTACHMENT 4_PRICING SHEET, including any subsequently agreed-upon amendment to it (the "Contract Pricing"), shall be considered ceiling pricing. Reseller may offer additional discounts based on the volume of a purchase or other factors. Reseller warrants that the pricing extended through this contract shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Reseller sells equivalent services, items of equipment and materials, given equivalent or reasonably-equivalent quantity of purchase.

1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Reseller agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Reseller made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Reseller agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3.1.2 PRICING-ALL-INCLUSIVE:

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Reseller and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

3.1.3 PRICE INCREASES:

1. Initial Contract prices shall be honored for the full term of the Contract, unless a price adjustment is approved in accordance with the process outlined in this section. The Lead State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the Reseller that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Reseller shall provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

   (a) All written requests for price adjustments made by the Reseller shall be initiated thirty (30) days in advance of any desired price increase to allow the Lead State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

   (b) All price adjustments shall be implemented by a formal contract amendment. The Lead State shall determine whether the requested price increase or an alternate option is in its best interest.

3.1.4 PRICE REDUCTIONS:

1. Price reductions shall be immediately passed along to the Lead State and may be submitted in writing to the Lead State for consideration at any time during the Contract period. The Reseller shall offer the Lead State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers.

2. The Lead State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

3.1.5 ADDITIONAL CHARGES:

1. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

3.1.6 TRAVEL.

1. Reseller shall obtain written approval from the Participating Entity or Purchasing Entity, as applicable, prior to any travel under the Contract in which reimbursement of expenses shall be requested. Reseller shall be reimbursed for actual expenses incurred in accordance with the current rates specified in the Participating Entity or Purchasing Entity's Travel Policy. Reseller shall itemize all per diem and lodging

charges. The Purchasing Entity may reject any claim for travel reimbursement without prior written approval.

3.2 Funding

No particular funding considerations apart from paragraph 4.4 [*Availability of Funds for the Next State fiscal year*] and 4.5 [*Availability of Funds for the current State fiscal year*] of the Uniform Terms and Conditions have been identified for the Lead State as of the Solicitation date.

3.3 Invoicing

3.3.1 INVOICES GO TO PURCHASING ENTITY. Reseller shall submit all billing notices or invoices to the Purchasing Entity (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Purchasing Entity's purchasing tool/process.

3.3.2 MINIMUM INVOICE REQUIREMENTS. Every invoice shall include the following information:

Item	Required
Bill-to name and address	■
Reseller name and contact information	■
Remit-to address	■
State contract number	■
Order number (typically The State's e-Procurement System PO #)	■
Invoice number and date	■
Date the items shipped or services performed	■
Applicable payment terms	■
Contract line item number	■
Contract line item description	■
When required by the Purchasing Entity, include a complete description of monthly usage at full enterprise detail level as provided by the publisher	SaaS only
Quantity delivered or performed	■
Line item unit of measure	■
Reseller Cost as invoiced by Publisher, if applying a Reseller markup	■
Reseller markup %	■
MSRP or List Price, if applying a Reseller discount	■
Discount off list or catalog	■
Final Item price to Customer	■

Extended pricing	■
Taxes *(as a separate invoice line item)*	■
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	■

3.3.3 NO INVOICE WITHOUT AUTHORIZATION. Reseller shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, or upcharges absent Purchasing Entity's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

3.3.4 PRE-INVOICE REVIEW For all SaaS monthly invoices, when required by the Purchasing Entity, provide a summary-level invoice and a more-detailed invoice that reconciles with the deepest level of detail provided by the Publisher that demonstrates usage at levels acceptable to the Purchasing Agency. If a more-detailed invoice is required by the Purchasing Entity, provide an example for approval by the Purchasing Entity before the first billing.

3.3.5 SUBMITTING INVOICES. Reseller shall submit an invoice to the Purchasing Entity or Co-Op Buyer using the form and/or process provided or required by the ordering Purchasing Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice shall be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws. Upon request, Reseller shall provide evidence supporting the stated Reseller Cost shown on an invoice.

3.3.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Reseller, the Purchasing Entity (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

1. The Purchasing Entity (Eligible Agency or Co-Op Buyer) shall notify Reseller within 5 (five) business days after receipt if it determines an invoice to be materially defective.
2. Invoices shall be deemed automatically rejected upon delivery if they:
   (a) are sent to an incorrect address;
   (b) do not reference the correct State contract number; or
   (c) are payable to any Person other than the Reseller.

3. The Purchasing Entity (Eligible Agency or Co-Op Buyer) shall have no obligation to pay against a defective invoice unless and until Reseller has re-submitted it free of defects.

3.4 Payments

3.4.1 PAYMENT. The applicable Purchasing Entity or Co-Op Buyer shall pay undisputed amounts due to Reseller within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

3.4.2 JOINT CHECKS OR DIRECT PAY. applicable Purchasing Entity or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any SubReseller or other creditor to whom any portion of Contractor's requested payment is owed.

3.4.3 RECOVERY OF OVER-PAYMENT. If applicable Purchasing Entity or Co-Op Buyer determines that an over-payment has been made to Reseller on any prior invoice, it shall inform Reseller of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Reseller.

3.4.4 PAYMENTS TO SUBCONTRACTORS. Reseller shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Purchasing Entity or Co-Op Buyer applicable to their services.

3.4.5 PURCHASING CARD. Applicable Purchasing Entity or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Reseller. Unless otherwise stated in the Contract there shall be no additional fees or increase in prices associated with this method of payment.

3.4.6 AUTOMATED CLEARING HOUSE. Applicable Purchasing Entity or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies in the State of Arizona, Reseller shall complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

3.5 Exhibits to the Pricing Document

■ **NONE**

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	Acceptance	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. **"**Acceptance" is defined by the applicable commercial code, except Acceptance of a Product for which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.
1.2	Accepted Offer	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	Appliance	"Appliance" means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. For the purposes of this solicitation only an "Appliance" which is the sole means of obtaining the Software product is allowable.
1.4	Arizona Procurement Code; A.R.S. ; A.A.C.	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.5	Arizona TPT	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.6	Attachment	"Attachment" means any item that: 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
1.7	Awarded Reseller or Contractor	"Awarded Reseller" or "Contractor" means a Software Value-Added Reseller who is awarded under this solicitation, has a fully-executed (MPA and PA-s) contract, and is delivering products or performing services under the terms and conditions set forth in this Master Agreement.
1.8	Best and Final Offer (BAFO)	"Best and Final Offer (BAFO)" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.
1.9	Commercial Off the Shelf (COTS)	"Commercial Off the Shelf" ("COTS") for the purposes of this solicitation means Software that already exists and is available to the general public in the commercial marketplace. COTS

		products are designed to be implemented easily into existing systems without the need for customization
1.10	Contract Amendment	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.
1.11	Contract Terms and Conditions	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.12	Contractor Indemnitor	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.13	Co-Op Buyer	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit"
1.14	Eligible Agency	If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicate that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
1.15	Embedded Software	"Embedded Software" means one or more software applications which permanently reside on a computing device.
1.16	End-User License Agreement (EULA)	"End-User License Agreement (EULA)" is a legal contract between the manufacturer (Publisher) and the end User of an application that details how the software can and cannot be used.
1.17	eProcurement (Electronic Procurement)	"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
1.18	Excluded Software Publishers	"Excluded Software Publishers" means a Software Publisher who is unwilling to do business with a Reseller.
1.19	Exhibit	"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.20	Indemnified Basic Claims	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
1.21	Instructions to Offerors	"Instructions to Offerors" is Section 3-A of Part 3 of the Solicitation Documents.
1.22	Intellectual Property	"Intellectual Property" means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
1.23	Lead State	"Lead State" means the State centrally administering any resulting Master Agreement(s).
1.24	Lead State Contract Administrator (LSCA)	"Lead State Contract Administrator" ("LSCA") means the Procurement Officer for the Master Agreement.
1.25	Master Agreement (MPA)	"Master Agreement (MPA)" means the contractual agreement executed between the winning (awarded) contractor(s) and the Lead State conducting the procurement on behalf of NASPO ValuePoint.
1.26	Non-Perpetual License or Subscription License	"Non-perpetual license" or "Subscription License" is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.
1.27	Order	"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the

		Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order": 1. "Release" or "Release Purchase Order" in The State's e-Procurement System; 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or "Purchase order" for buying by Co-Op Buyers, if co-op buying applies.
1.28	Order or Purchase Order	"Order" or "Purchase Order" means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the products.
1.29	Participating Addendum	"Participating Addendum" means a bilateral agreement executed by a Contractor and a Purchasing] Entity incorporating this Master Agreement and any other additional Purchasing Entity-specific language or other requirements, e.g. ordering procedures specific to the Participating State, other terms and conditions.
1.30	Perpetual License	"Perpetual license" means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.
1.31	Person	"Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals
1.32	Pricing Document	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.33	Product	"Product" means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
1.34	Publisher	"Publisher" means a software manufacturer who owns the intellectual property rights of the software.
1.35	Purchasing Entity	"Purchasing Entity" Means a state (as well as the District of Columbia and U.S. territories), or other eligible entity, public or non-profit, domestic or foreign, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase "Purchasing Entity" means a state or other entity, public or non-profit, domestic or foreign, that is eligible to participate under the Master Agreement and has properly executed a Participating Addendum.
1.36	Purchasing Entity Contract Administrator (PECA)	"Purchasing Entity Contract Administrator" ("PECA") means the Procurement Officer for the Purchasing Entity.
1.37	Reseller Cost	"Reseller Cost" means the invoice-verifiable price that the Reseller pays the Publisher or Distributor to purchase Software on behalf of the Participating Entity. Reseller Cost should not include any administrative or other mark-up costs. Unless a Publisher is not willing to sell directly to a Reseller and instead utilizes a Distributor, the Reseller Cost must equal the invoice paid by the Software Reseller to the Software Publisher.
1.38	Service Level Agreement	Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.
1.39	Software	"Software" means the computer program, including media and associated documentation.
1.40	Software as a Service (SaaS)	"Software as a Service" ("SaaS") means software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

1.41	Software Licensing	"Software Licensing" means allowing an individual or group to use a piece of software.
1.42	Software Maintenance and Support	"Software Maintenance and Support" means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.
1.43	Software Value-Added Reseller (SVAR)	"Software Value-Added Reseller" ("SVAR") means a company that resells software and offers value beyond order fulfillment.
1.44	Solicitation Amendment	"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.
1.45	State	With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
1.46	State Indemnitees	"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.47	The State's e-Procurement System	"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations
1.48	Subcontractor	"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
1.49	Volume License Agreements (VLA)	"Volume License Agreements (VLAs)" means an agreement with a Software Publisher wherein the Participating State's total expected purchasing over a period of time is considered in establishing the discount level.
1.50	Work	"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.
1.51	Commissioning Services	"Commissioning Services" means is the process of assuring that all components software are designed, installed, tested, operated, and maintained according to the operational requirements of the Publisher or Purchasing Entity
1.52	Implementation Services	"Implementation Services" means all the post-sale processes involved for software to operate properly in its environment, including analyzing requirements, installation, configuration, customization, running, testing, systems integrations, user training, and delivery.
1.53	Maintenance Services	"Maintenance Services" means long-term and pay-as-you-go (incident-based) support to include remote troubleshooting and support provided via the telephone and online channels, as well as installation assistance and basic usability assistance. In some cases, maintenance services may include new product installation services, installation of product updates, migrations for major releases of software and other types of proactive or reactive on-site services.
1.54	Configuration Services	"Configuration Services" means support in determining the manner in which software components are arranged to make up the computer system.
1.55	Software Integration Services	"Software Integration Services" means the process of bringing together various types of software sub-systems so that they create a unified single system.
1.56	Participating Entity	"Participating Entity" means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. Uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) A Participating Entity's Participating Addendum ("PA") and any amendments to the PA.

(b) the Master Agreement ("MPA") Solicitation Documents, including the mutually agreed upon changes detailed in Attachment 5-B Conformance Statements of the Accepted Offer, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

(4) Scope of Work;
(5) Exhibits to the Scope of Work;
(6) Pricing Document;
(7) Exhibits to the Pricing Document;
(8) Specifications; and
(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer (with the exception of Attachment 5-B Conformance Statements, which is integrated in Sub-Section (b) above).

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3	Independent Contractor	Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.4	Complete Integration	The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1	Term of Contract	The term of the Contract will commence on the date indicated on the Acceptance and continue for **five (5) years unless cancelled, terminated, or permissibly extended**.
3.2	Contract Extensions	State may at its discretion extend the initial Contract term in increments of one year and do so up to two times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of seven (7) years.
3.3	Notices and Correspondence	3.3.1 TO CONTRACTOR. Purchasing Entity shall: (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract. 3.3.2 TO PURCHASING ENTITY. Contractor shall : (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in The State's e-Procurement System Summary for State, or equivalent contact instructions as indicated by the Purchasing Entity; and (b) address any required notices to State to Procurement Officer, or the equivalent for a Purchasing Entity, identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address: Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 402 Phoenix, AZ 85007

		Or the equivalent for each Purchasing Entity; and 3.3.3 CHANGES. State, or Participating Entity, may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.
3.4	Signing of Contract Amendments	Contractor's counter-signature – or "approval" in The State's e-Procurement System, or equivalent eProcurement System of a Purchasing Entity, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either: 1. extension of the term of the Contract within the maximum aggregate term; 2. revision to Procurement Officer appointment or contact information; or 3. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract. In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in The State's e-Procurement System, or Purchasing Entity's equivalent system, in the case of an Amendment – are required to give it effect.
3.5	Click Through Terms and Conditions	If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
3.6	Books and Records	3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute. 3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period. 3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
3.7	Contractor Licenses	Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
3.8	Inspection and Testing	By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9	Ownership of Intellectual Property	3.9.1	RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State. (a) "Government Purpose Rights" are: i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party; ii. the right to release or disclose that work product to third parties for any State government purpose; and iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments. (b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
		3.9.2	JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
		3.9.3	PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that: (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product; (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and (c) Except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
		3.9.4	DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract, the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.
3.10	Subcontracts	3.10.1	INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11	Offshore Performance of Certain Work Prohibited	Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.
3.12	Orders	3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order. 3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. 3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time. 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type. 3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it. 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13	NASPO ValuePoint Administrative fees and Reporting	The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal. In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports. a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. The SVAR Detailed Reporting Template is provided as a reference (see see Exhibit 4(Four)). Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool). B. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III_Cooperative Contract Sales Reporting Data Requirements and Data Format. c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report. d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter. e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section. NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.
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3.14	NASPO ValuePoint Cooperative Program	a. The Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract

	Marketing, Training, and Performance Review	administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement. b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state. c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option. d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
3.15	Multiple-Use Provisions	Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways: 1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor. 2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement. 3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State. 4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones. When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.
3.16	Other Contractors	State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.17	Work on State Premises	3.16.1	COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
		3.16.2	PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

4.0 Costs and Payments

4.1	Payments	4.1.1	PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.
		4.1.2	PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.
4.2	Applicable Taxes	4.2.1	CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
		4.2.2	TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1	Contract Amendments	The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement

Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation……	Statutory
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

5. Technology Errors & Omissions Insurance – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

d. Technology Errors and Omissions insurance coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or

2. E-Learning (E).

6. Network Security (Cyber) and Privacy Liability – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. Network Security (Cyber) and Privacy Liability coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or
2. E-Learning (E).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Reseller shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Reseller shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Reseller shall provide notice to the State of Arizona if they receive notice of a policy that has been or shall be suspended, canceled, materially changed for any reason, has expired, or shall be expiring. Such

notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Reseller from potential insurer insolvency.

VERIFICATION OF COVERAGE: Reseller shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Reseller has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements shall be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract shall be in effect at, or prior to , commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Reseller shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Reseller that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action shall not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Reseller or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Reseller or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Reseller shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Reseller or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Reseller to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Reseller from and against any and all claims. It is agreed that Reseller shall be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In

consideration of the award of this contract, the Reseller agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Reseller for the State of Arizona. This indemnification shall survive the termination of the above listed contract with the Reseller.

This indemnity shall not apply if the Reseller or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Reseller Indemnitor for performance under the Contract, Reseller shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Reseller of any claim for which Reseller may be liable under this paragraph;
2. Reseller, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Reseller is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, “force majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

		6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.
6.6	Third Party Antitrust Violations	Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1	Conformity to Requirements	Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.
7.2	Contractor Personnel	Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
7.3	Intellectual Property	Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
7.4	Licenses and Permits	Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.
7.5	Operational Continuity	Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and* Delegation] that expressly recognizes the event.
7.6	Performance in Public Health Emergency	Contractor warrants that it will: 1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and 2. Provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable. For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
7.7	Lobbying	7.7.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. Upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8	Survival of Warranties	All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1	Claim Resolution	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
10.2	Mandatory Arbitration	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

11.1	Applicability	Article 11 applies to the extent the Work is or includes Materials.
11.2	Off-Contract Materials	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	Compensation for Late Deliveries	Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them
11.4	Indicate Shipping Costs on Order	Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is

		included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)
11.5	Current Products	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract
11.6	Maintain Comprehensive Selection	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
11.7	Additional Products	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products
11.8	Discounted Products	If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.
11.9	Forced Substitutes	Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
11.10	Recalls	In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall
		11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place

11.11	Delivery	of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30 11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35. 11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately
11.12	Delivery Time	Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order
11.13	Delivery Locations	Contractor shall offer deliveries to every location served under the scope of the Contract, specifically 1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area; 2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona; 3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and 4. if the Contract is for unrestricted statewide use, then: i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona; b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and, c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.
11.14	Conditions at Delivery Location	Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility.

11.15 Materials

State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Acceptance

11.17 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.18 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.19 Order Cancellations

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
   (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;

(b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.20	Product Safety	Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant
11.21	Hazardous Materials	Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

12.0 General Provisions for Services

12.1	Applicability	Article 12 applies to the extent the Work is or includes Services.
12.2	Comprehensive Services Offering	Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
12.3	Additional Services	State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
12.4	Off-Contract Services	Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and

		for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
12.5	Removal of Personnel	Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instructs Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
12.6	Transitions	During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or an order in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
12.7	Accuracy of Work	Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
12.8	Requirements at Services Location	Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
12.9	Services Acceptance	State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.
12.10	Corrective Action Required	Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable. 1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1	Applicability	Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
13.2	Data Protection and Confidentiality of Information	Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant: 1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and 2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.
13.3	Personally Identifiable Information.	Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph: 1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information", January 3, 2017*; and 2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*. NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/ NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222
13.4	Protected Health Information	Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in

enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing- ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) For Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) Combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one

million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

(b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

(c) Provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) Operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) if requested by the Purchasing Entity and available from the Publisher, include a statement from the Publisher that the Publisher has mitigated the risk of software vulnerabilities by adopting a Secure Software Development Framework (SSDF) that complies with all applicable software producer practices in the NIST Cybersecurity White Paper of April 23, 2020, Mitigating the Risk of Software Vulnerabilities by Adopting a Secure Software Development Framework (SSDF).

(c) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(d) at no expense to the Purchasing Entity it will provide a new or clean install of any COTS software that the Purchasing Entity has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9	Specific Remedies	Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.
14.10	Section 508 Compliance	Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
14.11	Prohibited Software	**Prohibited Software** • S-VAR shall not sell 1) software prohibited under Section 889 of the National Defense Authorization Act of 2019; or 2) software found to contain malware as determined by the Lead State. • For any software not sold due to a (above), the S-VAR shall identify reasonable substitute software that will be sold. This may include a comparison for lead state to understand the comparable capabilities.

15.0 Information Security

15.1 Information Security	SaaS Products Requirements. For Software as a Service Products sold by the S-VAR, the following information shall be made available to the Purchasing Entity upon request: SECURITY OF INFORMATION • Describe the measures the Publisher takes to protect data. Include a description of the method by which the Publisher will hold, protect, and dispose of data following completion of any contract services. • Describe how the SaaS product will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement. PRIVACY AND SECURITY • List all government or standards organization security certifications the Publisher currently holds that apply specifically to the SaaS product

offered as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 199 and 200 if they apply, and FedRAMP High, Mod, Low.

- Describe security practices for the SaaS product in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

- Describe data confidentiality standards and practices that are in place for the SaaS product to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

- Provide a list of current third-party attestations, reports, security credentials (e.g. AZRAMP, Cloud Security Alliance, FedRAMP), and certifications relating to data security, integrity, and other controls for the SaaS product offered.

- Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Publisher's employees who have access to sensitive data stored on or transited through the SaaS product offered.

- Describe the security measures and standards which the SaaS product has in place to secure the confidentiality of data at rest and in transit.

- Describe policies and procedures regarding notification to both the Purchasing Entity and third parties whose PPI has been breached, and the mitigation of such a breach.

SaaS Products Terms and Conditions

- Unless otherwise agreed to by the Purchasing Entity, Software-as-a-Service Products offered by the S-VAR shall comply with the terms and conditions in Part 2-C: Special Terms and Conditions Section 16 Software as a Service Terms and Conditions.

SaaS Products. Cloud Security Alliance Security Trust Assurance and Risk (STAR) Registry

- Unless otherwise agreed to by the Purchasing Entity, SaaS products offered by the SVAR shall be listed on the Cloud Security Alliance STAR Registry for each Solution offered.

15.2 Information Security. Compliance with NIST 800-53, FIPS 199 and 200	All SaaS Products and COTS software and software related services shall be compatible and support each Purchasing Entity's implementation of NIST Cyber Security Framework SP 800-53, FIPS 199 and 200 as applicable unless otherwise provided by the Purchasing Entity in the Participating Addendum.

16.0 Software as a Service Terms and Conditions

(a) The Reseller shall honor Purchasing Entities' existing SaaS Terms and Conditions with Publishers.

(b) For all SaaS software provided by the S-VAR in Category 1, the S-VAR shall provide a guide document that identifies the difference between the publishers terms and conditions and the terms and conditions in Section 16.0 if requested by the Purchasing Entity.

(c) For SaaS software provided by the S-VAR in Categories 2 or 3, the terms and conditions in Section 16.0 shall apply to all SaaS software, unless an exception or an addition is approved by the Lead State.

(d) Any exception and/or addition regarding the SaaS Terms and Conditions must follow the instructions provided in Part 3 of the Solicitation, Section 3-A Instructions to Offerors, 3.5 Exceptions to Solicitation Documents, and contain the following:

i. The rationale for the specific requirement being unacceptable to the Offeror submitting the exception and/or addition;

ii. Recommended verbiage for the Lead State's consideration that is consistent in content, context, and form with the Master Agreement Terms and Conditions;

iii. Explanation of how the Lead State's acceptance of the recommended verbiage is fair and equitable to both the Lead State, the Participating Entities, and to the Offeror submitting the modification and/or exception.

16.1	Data Ownership	The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The SaaS provider shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request. SaaS provider shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.
16.2	Data Protection	Protection of personal privacy and data shall be an integral part of the business activities of the SaaS provider to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the SaaS provider shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

		a. The SaaS provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the SaaS provider applies to its own Personal Data and Non-Public Data of similar kind. b. All data obtained by the SaaS provider in the performance of the SaaS product shall become and remain the property of the Purchasing Entity. c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the SaaS provider is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA) or otherwise made a part of Participating Addendum executed by the Purchasing Entity. d. Unless otherwise stipulated, the SaaS provider shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the SaaS provider. The level of protection and encryption for all Non-Public Data shall be identified in the SLA. e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the SaaS provider or any party related to the SaaS provider for subsequent use in any transaction that does not include the Purchasing Entity. f. The SaaS provider shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.
16.3	Data Location	The SaaS provider shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The SaaS provider shall not allow its personnel or SaaS providers to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The SaaS provider shall permit its personnel and SaaS providers to access Purchasing Entity data remotely only as required to provide technical support. The SaaS provider may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.
16.4	Security Incient or Data Breach Notification	a. Incident Response: SaaS provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as- needed basis, as part of SaaS provider's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement. b. Security Incident Reporting Requirements: The SaaS provider shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the SaaS provider has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the SaaS provider shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

16.5	Personal Data Breach Responsibilities	This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the SaaS provider. a. The SaaS provider, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident. b. The SaaS provider, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The SaaS provider shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. c. Unless otherwise stipulated, if a data breach is a direct result of SaaS provider's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the SaaS provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $242 per record/person) in the 2019 Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by SaaS provider based on root cause.
16.6	Notification of Legal Requests:	The SaaS provider shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The SaaS provider shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

16.7	Termination and Suspension of Service:	a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the SaaS provider shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data. b. During any period of service suspension, the SaaS provider shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data. c. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA. d. Upon termination of the Services or the Agreement in its entirety, SaaS provider shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.
16.8	Background Checks	Upon the request of the Purchasing Entity, the SaaS provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The SaaS provider shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the SaaS provider's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.
16.9	Access to Security Logs and Reports	The SaaS provider shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the SaaS provider and the Purchasing Entity.
16.10	Data Center Audit	The SaaS provider shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The SaaS provider may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
16.11	Change Control and Advance Notice:	The SaaS provider shall give a minimum forty-eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

		SaaS provider will make updates and upgrades available to Purchasing Entity at no additional costs when SaaS provider makes such updates and upgrades generally available to its users. No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity. SaaS provider will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.
16.12	Security	As requested by a Purchasing Entity, the SaaS provider shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the SaaS provider. For example: virus checking and port sniffing — the Purchasing Entity and the SaaS provider shall understand each other's roles and responsibilities.
16.13	Non-disclosure and Separation of Duties:	The SaaS provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.
16.14	Responsibilities and Uptime Guarantee:	The SaaS provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the SaaS provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
16.15	Compliance with Accessibility Standards:	The SaaS provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.
16.16	Web Services	The SaaS provider shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.
16.17	Encryption of Data at Rest:	The SaaS provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a SaaS provider portable device in order to accomplish work as defined in the statement of work.
16.18	Subscription Terms	SaaS provider grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use SaaS provider's documentation.

The following Exhibit applies to the Special Terms and Conditions:

SECTION 2-C_EXHIBIT 4 - SVAR DETAILED REPORTING TEMPLATE

End of Section 2-C

SECTION 2-D:

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services include Building Work and the service aspects of software described in paragraph 1.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1	**Arizona Law**	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised

Statutes (A.R.S.) Title 41, Chapter 23, and it's implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise

stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Lead State Procurement Officer. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent from NASPO ValuePoint. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall not be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time

equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated

by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress,

work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 402, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

Intent to Participate Report

2020 Software VAR

State	Self-reported Estimated Volume*	Approximate FY2020 Spend**
ALABAMA		
ALASKA	$19,000,000	$18,950,000
ARIZONA	$109,231,280	$109,230,000
ARKANSAS		
CALIFORNIA	Not reported	$30,310,000
COLORADO	$65,000,000	$88,890,000
CONNECTICUT	$18,440,703	$7,660,000
DELAWARE		
DISTRICT OF COLUMBIA		
FLORIDA	$35,080,336	$36,560,000
GEORGIA		
HAWAII	$27,858,471	$28,560,000
IDAHO		
ILLINOIS	Not reported	$1,120,000
INDIANA		
IOWA		
KANSAS		
KENTUCKY		
LOUISIANA	$28,360,022	$28,390,000
MAINE	$1,704,042	$7,300,000
MARYLAND	$20,000,000	$340,000
MASSACHUSETTS		
MICHIGAN		
MINNESOTA	$44,200,000	$44,190,000
MISSISSIPPI	$4,844,574	$5,340,000
MISSOURI		
MONTANA	$8,100,000	$8,110,000
NEBRASKA	Not reported	$11,040,000
NEVADA		
NEW HAMPSHIRE		
NEW JERSEY		
NEW MEXICO	$63,735,750	$19,550,000
NEW YORK		
NORTH CAROLINA		
NORTH DAKOTA	$503,906	$1,000,000
OHIO		
OKLAHOMA	$14,118,300	$17,700,000
OREGON	$37,000,000	$44,040,000
PENNSYLVANIA		
RHODE ISLAND		
SOUTH CAROLINA		
SOUTH DAKOTA	$1,500,000	$480,000
TENNESSEE	$19,844,909	$24,300,000
TEXAS		
UTAH	$23,238,814	$24,410,000
VERMONT	$13,605,000	$0
VIRGINIA		
WASHINGTON	$96,983,643	$96,380,000
WEST VIRGINIA		
WISCONSIN		
WYOMING	$14,000,000	$3,580,000
AMERICAN SAMOA		
NORTHERN MARIANA ISLANDS		
GUAM		
PUERTO RICO		
VIRGIN ISLANDS		
TOTALS	**$666,349,749.18**	**$657,430,000.00**

*These figures represent a state's self-reported annual estimated volume of spend for this commodity, including potential political subdivision usage if available. **This information is being shared as an informational courtesy only and should not be relied on or interpreted as a guarantee of any amount of future spend.**

These figures are rounded approximations of reported sales from July 2019 through June 2020. **This information is being shared as an informational courtesy only and should not be relied on or interpreted as a guarantee of any amount of future spend.

EXHIBIT 2 – SAMPLE OF PARTICIPATING STATES' TERMS AND CONDITIONS

CALIFORNIA

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The state of California reserves the right to add additional terms and/or use the latest versions of the terms below for individual Participating Addenda.

A. Terms

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement- Division-Resources-List-Folder/Model-Contract-Language).

2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement- Division-Resources-List-Folder/Model-Contract-Language).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page- Content/Procurement-Division-Resources-List-Folder/Model-Contract- Language).

B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to: State

of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Payment Processing 707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

HAWAII

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section103D-310, HRS, and section 3-122- 112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

(1) The Assignee assumes all of the CONTRACTOR'S obligations;

(2) The CONTRACTOR remains liable for all obligations under this Contract but

waives all rights under this Contract as against the STATE; and

(3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed

to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

(1) Cancel the stop performance order; or

(2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by

adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

(1) Any completed goods or work product; and

(2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by

cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.

(3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

(A) Contract prices for goods or services accepted under the Contract;

(B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);

(D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

(4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

(3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

c. Prompt payment.

(1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment

hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the Contract or subsequently agreed upon;

(3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

(4) In such other manner as the parties may mutually agree; or

(5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

a. The cost or pricing data, and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over $100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.

36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous

substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

(3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

ILLINOIS

STATE OF ILLINOIS

NASPO
ValuePoint
Software VAR
Specific Terms
and Conditions

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1. Participating Addendum executed by the State of Illinois will be designated as available to governmental units in Illinois. “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any Participating Addendum, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any Participating Addendum executed by the State of Illinois is contingent upon and

subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any Participating Addendum. The State of Illinois does not waive sovereign immunity.

6. Illinois may further evaluate the lead state's awarded contracts to make best value determinations.

7. Registration in the Illinois Procurement Gateway is required before a Participating Addendum with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.

8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy Vendor Registration Manual.

MONTANA

Federal Terms and Conditions
(Non-Construction)

1. NONDISCRIMINATION

The Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the Contractor agrees to comply with the following:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

2.LOBBYING

a. The Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Page Break

3. DRUGFREE WORK PLACE

The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

4. ENVIRONMENTAL PROTECTION

a. The Contractor agrees that its performance under this contract shall comply with:

1. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
2. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
3. The Resources Conservation and Recovery Act (RCRA);
4. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
5. The National Environmental Policy Act (NEPA);

6. The Solid Waste Disposal Act (SWDA);

7. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;

8. To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the state any impact this contract may have on:

1. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

2. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

3. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

4. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

5. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

6. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking work source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3)

5.USE OF UNITED STATES FLAG VESSELS

a. The Contactor agrees that travel under this contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The Contactor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

6.DEBARMENT AND SUSPENSION

a. The Contractor shall not make any award or permit any award (sub-contract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

b. The Contractor agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Contractor shall comply with 2 CFR Part 1125 by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify Contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to Contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by federal/State audit agencies

The Contractor agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Contractor enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

7. BUY AMERICAN ACT

The Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8.UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY POLICES

The Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

9. COPELAND "ANTI-KICKBACK" ACT

The Contractor agrees that it will comply with the Copeland "AntiKickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "AntiKickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

10.CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.(40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Any Contract or subcontract in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14. PROCUREMENT OF RECOVERED MATERIALS

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

STANDARD TERMS AND CONDITIONS - RFP

ACCEPTANCE OF CONTRACT

a. By submitting a response to this RFP, offeror accepts the contract included in Prerequisites. Much of the language included in the contract reflects the requirements of Montana law.

b. Offerors requesting additions or exceptions to the contract terms, shall submit them to the Q & A board by the date and time specified for questions submission. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the contract language with the highest scoring offeror during contract negotiation.

c. The State shall identify any revisions to the contract language either in the Q & A Board or in an addendum to this RFP. The addendum will apply to all offerors submitting a response to this RFP. The State will determine any changes to the contract.

ACCEPTANCE/REJECTION OF PROPOSALS

The State reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State.

ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

AUTHORITY

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and Administrative Rules Montana (ARM) 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The State shall use only the evaluation criteria outlined in this RFP.

CLASSIFICATION AND EVALUATION OF PROPOSALS:

a. Initial Classification of Proposals as Responsive or Nonresponsive. The State shall initially classify all proposals as either "responsive" or "non-responsive" (ARM 2.5.602). The State may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The State may find any proposal to be nonresponsive at any time during the procurement process. If the State deems a proposal nonresponsive, it will not be considered further.

b. Determination of Responsibility. The procurement officer shall determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined non-responsible at any time during the procurement process if information surfaces that supports a non-responsible determination. If an offeror is found non-responsible, the procurement officer will notify the offeror by mail. The determination will be included within the procurement file.

c. Evaluation of Proposals. An evaluator/evaluation committee shall evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring offeror. After receipt of proposals and prior to the recommendation of award, the procurement officer may initiate discussions with one or more offerors should clarification be necessary. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

d. Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

e. Best and Final Offer. Under Montana law, the procurement officer may request a best and final offer if additional information is required to make a final decision. The State reserves the right to request a best and final offer based on price/cost alone. Please note that the State rarely requests a best and final offer on cost alone.

f. Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee shall provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer shall review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

g. Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer shall request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer shall notify all other offerors of the State's selection.

h. Contract Execution. Upon receipt of all required materials, a contract incorporating the highest scoring offeror's proposal will be provided to the highest scoring offeror for signature. The highest scoring offeror shall accept and agree to all material requirements contained in contract included with this RFP. If the highest scoring offeror does not accept all material

requirements, the State may move to the next highest scoring offeror or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

CONTRACT PERIOD

The contract period is stated in the contract included with this RFP. The parties may mutually agree to a renewal of this contract in any interval that is advantageous to the State. Renewal is solely the State's option.

DEBARMENT

Contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or Agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

FAILURE TO COMPLY WITH INSTRUCTIONS

Offerors failing to comply with the instructions for Submitting a Proposal may be subject to point deductions. Further, the State may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

FAILURE TO HONOR PROPOSAL

If an offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the offeror for a period of time from entering into any contracts with the State of Montana.

OFFER IN EFFECT FOR 120 CALENDAR DAYS

Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP closing date or receipt of best and final offer, if required.

OFFEROR COMPETITION

The State encourages free and open competition to obtain quality, cost-effective services and supplies. The State designs specifications, proposal requests, and conditions to accomplish this objective.

OFFEROR'S REPRESENTATIONS – SIGNATORY AUTHORITY, AND NO COLLUSION

Offeror represents that the person submitting the response to this RFP is authorized to legally bind the offeror to the proposal. The offeror may not withdraw the proposal for lack of authority. Offeror shall provide proof of authority of the person signing the RFP to bind the offeror upon State's request. The offeror further represents that the proposal has been made without collusion.

OWNERSHIP OF TIMELY SUBMITTED MATERIALS

The State owns all materials submitted in response to this RFP.

PERSONAL PROPERTY TAX

All personal property taxes will be paid by the vendor.

QUESTION-AND-ANSWER BOARD

Offerors having questions or requiring clarification or interpretation of any section within this RFP must submit their questions to the Q & A board by the date specified for questions submission. Offerors shall submit questions on the Q & A Board. Questions received after the deadline may not be considered.

RECEIPT OF PROPOSALS AND PUBLIC INSPECTION:

a. Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See 18-4-304, MCA.

b. Procurement Officer Review of Proposals. Upon opening the proposals in response to this RFP, the procurement officer will review the proposals for information that meets the exceptions referenced above, providing the following conditions have been met:

c. Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal. The proposal does not contain confidential material in the cost or price section.

d. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the State's website or by calling (406) 444-2575.

e. Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for non-construction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, go to the State Procurement website.

RESULTING CONTRACT

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

REVIEW RFP

Offerors shall carefully review the entire RFP terms and conditions. Offerors shall promptly notify the procurement officer of any ambiguity, inconsistency, unduly restrictive specifications, or error that they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for questions set forth in the RFP. The State will determine any changes to the RFP.

STATE NOT RESPONSIBLE FOR PREPARATION COSTS

Offeror is solely responsible for all costs it incurs prior to contract execution.

STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the offeror's ability to provide the supplies and/or perform the services specified. The State reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the State's determination that the offeror is properly qualified to perform the obligations of the contract. This includes the State's ability to reject the proposal based on negative references.

STATE'S RIGHTS RESERVED

While the State has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);

- Not award a contract, if it is in the State's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, offeror acknowledges it understands and shall comply with the RFP specifications and requirements.

LIMITATION OF LIABILITY

Contractor's liability for Contract damages is limited to direct damages and further to no more than twice the Contract amount. Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount or type of damages.

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

INTELLECTUAL PROPERTY/OWNERSHIP

Mutual Use. Contractor shall make available to State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for State to receive the benefits of this Contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

Title and Ownership Rights. State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

Copy of Work Product. Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all

Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.
Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-Existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 22.3, Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

PATENT AND COPYRIGHT PROTECTION
Third-Party Claim. If a third party makes a claim against State that the products furnished under this Contract infringe upon or violate any patent or copyright, State shall promptly notify Contractor. Contractor shall defend such claim in State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by State shall be prevented by injunction, State will determine whether the Contract has been breached.

CONTRACT OVERSIGHT
CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.
Right to Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor’s failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.
Stop Work Order. State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its

terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this Contract shall be amended in writing accordingly.

System Security. Contractor shall ensure systems delivered under this Agreement are adequately secure. For purposes of this Agreement, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the State's use of its data and information technology or permit unauthorized access to the State's data or information technology. The State of Montana has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, Contractor shall provide reasonable proof, through independent audit reports, that the system specified under this Agreement meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Physical Access. Contractor represents and warrants that it has established and during the Term it will at all times enforce:

(a) Physical protection mechanisms for all information assets and information technology to ensure such assets and technology are stored and protected in appropriate data centers;

(b) Appropriate facility entry controls limiting physical access to systems that store or process data;

(c) Processes to ensure access to facilities is monitored and is restricted on a “need to know” basis;

(d) Controls to physically secure all Confidential Information and to properly destroy such information when it is no longer needed.

Prohibited Activities and Spoofing. Licensor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the State’s network or interfere or attempt to interfere with the State’s systems, networks, authentication measures, servers or equipment, or with the use of or access to the State’s network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the State’s network or other systems; and (iii) attempting to portray itself as the State or an affiliate of the State or otherwise attempting to gain access, without authorization, via the State’s network or systems to any account or information technology resource not belonging to Licensor or its officers, employees, agents, subcontractors, and affiliated users (“Spoofing”). Licensor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the mt.gov domain or engage in Email Spoofing. Email Spoofing is the creation of email messages with a forged sender address. For example, Email Spoofing includes creating or sending emails using the State’s domain.

CONTRACT TERMINATION

Noncompliance with Department of Administration Requirements. The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, State will

pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this Contract must be mutually agreed to by the parties.

NEW MEXICO

1. **Taxes:**

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

2. **Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on DATE. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

3. **Termination:**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee

while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7.

Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

8. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

11. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

12. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

13. Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

14. Invalid Term or Condition:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

15. **Enforcement of Agreement:**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. **Non-Collusion:**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. **Notices:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505

To the Contractor:

XXXXXXXXXXXXXXXXXXXXX

18. **Succession:**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

21. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

22. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c)

declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://bewellnm.com.

23. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

24. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

26. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

27. **Inspection of Plant:**

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

28. **Commercial Warranty:**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the

State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

29. **Condition of Proposed Items:**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

30. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

31. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

32. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

33. **Incorporation by Reference and Precedence:**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses

to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

35. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

36. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

   b. Property damage or combined single limit coverage: $1,000,000.

   c. Automobile liability (including non-owned automobile coverage): $1,000,000.

   d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

37. **Arbitration:**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

38. **New Mexico Administration Reporting and Fees:**

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales"** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows:

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter,

do not combine payments or reports.

Payment shall be made by check payable to the "*State Purchasing Division."* This contract number **##-00000-##-#####** must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

UTAH

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at https://dts.utah.gov/policies. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.

b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.

c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.

d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.

e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).

f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.

g. “Contractor” means the individual or entity identified on the Contract Signature Page(s). “Contractor” includes Contractor’s agents, officers, employees, partners, contractors, and Subcontractors at any level.

h. “Custom Deliverables” means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.

i. “Data Breach” means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.

j. “Division” means the State of Utah Division of Purchasing.

k. “DTS” means the Utah Department of Technology Services.

l. “Eligible User(s)” means the State of Utah’s government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.

m. “Federal Criminal Background Check” means a fingerprint-based, nationwide background check conducted and processed by the FBI.

n. “Good” means any deliverable not classified as a Custom Deliverable or Service.

o. “Intellectual Property Rights” means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.

p. “Non-Public Data” means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person’s name; government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information; or Protected Health Information.

q. “Protected Health Information” (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.

r. “Response” means the Contractor’s bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity’s Solicitation.

s. “Security Incident” means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.

t. “Services” means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

u. “Solicitation” means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

v. “State Data” means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.

w. “State of Utah” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

x. “Subcontractors” includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court

of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.

c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.

e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.

f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.

g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.

i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.

j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

   The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.

l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.

m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.

n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

    1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.

    2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

    3) Contractor's failure to comply with this section will be considered a material breach of this Contract.

    4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.

6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.

7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the

conviction occurred. (DTS Policy 2000-0014 Background Investigations)

8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.

9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

10. **INDEMNITY AND LIABILITY**

    a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property.

    b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.

    c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

    Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

11. **HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF **ONE YEAR**. ALL WARRANTIES GRANTED TO THE DIVISION AND ELIGIBLE USERS BY THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH APPLY TO THIS CONTRACT. PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED. CONTRACTOR WARRANTS THAT THE HARDWARE: (A) WILL PERFORM AS SPECIFIED IN THE RESPONSE; (B) WILL LIVE UP TO ALL SPECIFIC CLAIMS LISTED IN THE RESPONSE; (C) WILL BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH THE HARDWARE IS USED; (D) WILL BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE DIVISION HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE DIVISION ABOUT THE HARDWARE IN THE RESPONSE; (E) THE HARDWARE HAS BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (F) IS FREE OF SIGNIFICANT DEFECTS.

12. **SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH

SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE ELIGIBLE USER HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

13. **WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.

14. **UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.

15. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.

16. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.

17. **PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.

18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.

19. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

    If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

20. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
    a. **Network Security**: Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:

1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or
3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.

b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.

c. **State Data Transmission**: Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

d. **State Data Storage**: All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.

e. **Access**: Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.

f. **State Data Encryption**: Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.

g. **Password Protection**: Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.

h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.

i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.

j. **State Data Destruction**: Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.

k. **Services Shall Be Performed Within United States**: ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.

l. **User Support**: Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

a. **Incident Response**: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

b. **Security Incident Reporting Requirements**: Contractor shall promptly report a Security Incident to the Eligible User.

c. **Breach Reporting Requirements**: As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.

22. **DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification(*DTS Policy 5000-0002 Enterprise Information Security Policy)*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

23. **STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

    a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy**: A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.

    b. **DTS policy 4000-0002, Enterprise Password Standards Policy**: A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.

    c. **DTS Policy 4000-0003, Software Development Life Cycle Policy**: A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.

    d. **DTS Policy 4000-0004, Change Management Policy**: Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. **CONFIDENTIALITY:** This section does not apply to records where disclosure is regulated under Federal or State laws.

    GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

    Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

    This duty of confidentiality shall be ongoing and survive the Contract Period.

25. **Reserved**

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:

a. Contractor has received payment for the Custom Deliverables,

b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.

c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.

Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.

28. **LICENSE FOR GOODS:** For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract

29. **OWNERSHIP, PROTECTION, AND USE OF RECORDS:** The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User.

30. **OWNERSHIP, PROTECTION, AND USE OF DATA:** The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.

31. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

32. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The costs for returning documents and data to the Eligible User are included in this Contract.

33. **ORDERING AND INVOICING:** For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. **PAYMENT AND NOTICE:**

a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.

b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.

c. Any written protest of the final contract payment must filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

35. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.

c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

d. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

36. ADDITIONAL INSURANCE REQUIREMENTS:

a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.

b. Any other insurance policies described or referenced in the Solicitation for this Contract.

c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

37. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

38. TERMINATION: This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given ten (10) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience) by the Division, upon thirty (30) calendar days written termination notice being given to the Contractor. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. **TERMINATION UPON DEFAULT:** In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.

40. **SUSPENSION OF WORK:** The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.

41. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

42. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. **CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

44. **SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. **RELEVANT STATE AND FEDERAL LAWS**

    a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.

    b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).

    c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.

    d. **Employment Practices:** Contractor shall abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.

b. **Monitor Performance**: The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. TIME IS OF THE ESSENCE: The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

48. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

51. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. QUANTITY ESTIMATES: The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. ORDERING: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

54. REPORTS AND FEES:

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor**.**

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

55. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

(Revision Date: 23 April 2020)

VERMONT

STATE OF VERMONT
STANDARD RIDER
TO SOFTWARE LICENSES AND END USER LICENSE AGREEMENTS

1. MODIFICATIONS TO PROVIDER DOCUMENTS. The State and the Software Publisher/Services Provider ("Provider") specifically agree that, for purposes of execution of the Provider Documents and this Rider (collectively, "Agreement"), and notwithstanding any language to the contrary in Provider Documents, the Provider Documents are hereby modified and superseded as follows:

(**a**) Any requirement that the State defend or indemnify any party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of any party, is hereby deleted.

(**b**) Any requirement that the State agree to binding arbitration or otherwise waive the State's right to a jury trial is hereby deleted.

(**c**) Provider Documents shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or Provider in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit.

(**d**) Nothing in the Provider Documents shall constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution.

(**e**) Any provision which limits the time within which an action may be brought is hereby deleted.

(**f**) Any obligations of the State to maintain the confidentiality of information shall be subject to the laws of the State of Vermont.

(**g**) State purchases must be invoiced tax free. An exemption certificate will be furnished upon request covering otherwise taxable items.

(**h**) To the extent Provider Documents permit access to State systems for the purpose of verifying State compliance with the terms of the Provider Documents, then, in lieu of any such right, the following shall apply: upon request and not more frequently than annually, the State agrees to provide Provider with a certified report concerning the State's use of any software licensed for State use pursuant this Agreement. Provider agrees that any non-compliance indicated by the report shall not constitute infringement of Provider's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance. This clause shall not be interpreted to provide an independent right to access State systems where there is no such right expressed in Provider Documents.

(**i**) Any time software is delivered to the State, whether delivered via electronic media or the internet, to Provider's best knowledge following due inquiry, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State.

(**j**) Limitations or exclusions of liability shall not apply to State claims arising out of (i) Provider's confidentiality obligations (ii) Provider's obligations to defend and indemnify the State; (iii) personal injury or damage to real or tangible personal property; or (iv) gross negligence, fraud or intentional misconduct. Limits of liability for State claims shall not be construed to limit Provider's liability to any third party for any claims a third party may have directly against Provider which may arise out of Provider's acts or omissions in the performance of this Agreement.

(**k**) To the extent Provider is a "data collector" for purposes of 9 V.S.A. §2430, it shall comply with all applicable requirements of 9 V.S.A. §2435.

(**l**) Records Available for Audit: Provider shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by Provider in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(**m**) Fair Employment Practices and Americans with Disabilities Act: Provider agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Provider shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Provider under this Agreement. Provider further agrees to include this provision in all subcontracts for services performed pursuant to this Agreement in the State of Vermont.

(**n**) The State may set off any sums which Provider owes the State against any sums due Provider under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.

(**o**) Taxes Due to the State: Provider certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, Provider is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

(**p**) No Gifts or Gratuities: Provider shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

(**q**) Certification Regarding Debarment: Provider certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Provider nor Provider's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Provider further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Provider is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

(**r**) Any provision regarding automatic renewal shall be waived and shall have no force and effect.

(**s**) The State retains full right and title to data provided by State and any data derived therefrom, including metadata (collectively, the "State Data"). Provider shall not collect, access, or use user-specific State Data except as strictly necessary to provide licensed service to State. No information regarding State's use of the licensed service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of this Agreement in perpetuity. Provider shall not use any information collected in connection with this Agreement, including the State Data, for any purpose other than fulfilling its obligations under this Agreement. At no time may any State Data or processes which either belong to State, or are intended for State's exclusive use, be copied, disclosed, or retained by Provider for subsequent use in any transaction that does not include State.

For purposes of this Standard State Rider:

"State" shall mean the State of Vermont, acting through one or more of its agencies, departments, boards, commissions or other entities empowered to enter into contracts on behalf of the State.

"Provider Documents" shall mean one or more document, agreement or other instrument required by Provider in connection with the performance of the products and services being procured by the State, regardless of format, including the license agreement, end user license agreement or similar document to which this Rider is attached, any hyperlinks to documents contained in the Provider Documents and any other paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

2. **ORDER OF PRECEDENCE.** Notwithstanding any other provision or other unilateral license terms which may be issued by Provider after the dated date of this Rider, and irrespective of whether any such provisions have been proposed prior to or

after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Provider Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder. This Rider shall in all cases take precedence over the Provider Documents and any ambiguity, conflict or inconsistency in the Provider Documents shall be resolved in accordance with this order of precedence.

I HEREBY ACCEPT THESE TERMS AND CONDITIONS:

SIGNATURE

PRINT NAME

TITLE

COMPANY NAME

DATE

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State

withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.
Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.
General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:
Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability
The policy shall be on an occurrence form and limits shall not be less than:
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury
Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.
Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.
9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.
In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the

identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

STATE OF VERMONT
STANDARD RIDER

TO SOFTWARE LICENSES AND END USER LICENSE AGREEMENTS

3. MODIFICATIONS TO PROVIDER DOCUMENTS. The State and the Software Publisher/Services Provider ("Provider") specifically agree that, for purposes of execution of the Provider Documents and this Rider (collectively, "Agreement"), and notwithstanding any language to the contrary in Provider Documents, the Provider Documents are hereby modified and superseded as follows:

(**a**) Any requirement that the State defend or indemnify any party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of any party, is hereby deleted.

(**b**) Any requirement that the State agree to binding arbitration or otherwise waive the State's right to a jury trial is hereby deleted.

(**c**) Provider Documents shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or Provider in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit.

(**d**) Nothing in the Provider Documents shall constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution.

(**e**) Any provision which limits the time within which an action may be brought is hereby deleted.

(**f**) Any obligations of the State to maintain the confidentiality of information shall be subject to the laws of the State of Vermont.

(**g**) State purchases must be invoiced tax free. An exemption certificate will be furnished upon request covering otherwise taxable items.

(**h**) To the extent Provider Documents permit access to State systems for the purpose of verifying State compliance with the terms of the Provider Documents, then, in lieu of any such right, the following shall apply: upon request and not more frequently than annually, the State agrees to provide Provider with a certified report concerning the State's use of any software licensed for State use pursuant this Agreement. Provider agrees that any non-compliance indicated by the report shall not constitute infringement of Provider's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance. This clause shall not be interpreted to provide an independent right to access State systems where there is no such right expressed in Provider Documents.

(**i**) Any time software is delivered to the State, whether delivered via electronic media or the internet, to Provider's best knowledge following due inquiry, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State.

(**j**) Limitations or exclusions of liability shall not apply to State claims arising out of (i) Provider's confidentiality obligations (ii) Provider's obligations to defend and indemnify the State; (iii) personal injury or damage to real or tangible personal property; or (iv) gross negligence, fraud or intentional misconduct. Limits of liability for State claims shall not be construed to limit Provider's liability to any third party for any claims a third party may have directly against Provider which may arise out of Provider's acts or omissions in the performance of this Agreement.

(**k**) To the extent Provider is a "data collector" for purposes of 9 V.S.A. §2430, it shall comply with all applicable requirements of 9 V.S.A. §2435.

(**l**) Records Available for Audit: Provider shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by Provider in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(**m**) Fair Employment Practices and Americans with Disabilities Act: Provider agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Provider shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Provider under this Agreement. Provider further agrees to include this provision in all subcontracts for services performed pursuant to this Agreement in the State of Vermont.

(**n**) The State may set off any sums which Provider owes the State against any sums due Provider under this Agreement;

provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.

(**o**) Taxes Due to the State: Provider certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, Provider is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

(**p**) No Gifts or Gratuities: Provider shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

(**q**) Certification Regarding Debarment: Provider certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Provider nor Provider's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Provider further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Provider is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

(**r**) Any provision regarding automatic renewal shall be waived and shall have no force and effect.

(**s**) The State retains full right and title to data provided by State and any data derived therefrom, including metadata (collectively, the "State Data"). Provider shall not collect, access, or use user-specific State Data except as strictly necessary to provide licensed service to State. No information regarding State's use of the licensed service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of this Agreement in perpetuity. Provider shall not use any information collected in connection with this Agreement, including the State Data, for any purpose other than fulfilling its obligations under this Agreement. At no time may any State Data or processes which either belong to State, or are intended for State's exclusive use, be copied, disclosed, or retained by Provider for subsequent use in any transaction that does not include State.

For purposes of this Standard State Rider:

"State" shall mean the State of Vermont, acting through one or more of its agencies, departments, boards, commissions or other entities empowered to enter into contracts on behalf of the State.

"Provider Documents" shall mean one or more document, agreement or other instrument required by Provider in connection with the performance of the products and services being procured by the State, regardless of format, including the license agreement, end user license agreement or similar document to which this Rider is attached, any hyperlinks to documents contained in the Provider Documents and any other paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

4. **ORDER OF PRECEDENCE.** Notwithstanding any other provision or other unilateral license terms which may be issued by Provider after the dated date of this Rider, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Provider Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder. This Rider shall in all cases take precedence over the Provider Documents and any ambiguity, conflict or inconsistency in the Provider Documents shall be resolved in accordance with this order of precedence.

I HEREBY ACCEPT THESE TERMS AND CONDITIONS:

SIGNATURE

PRINT NAME

TITLE

COMPANY NAME

DATE

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT (VT ADS/AHS)

Revised MAY 23, 2019

SOV Contractor or Vendor (*Contractor Business Associate*):

SOV Contract Number: **Date of Contract:**

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Digital Services as a Business Associate ("ADS") of the State of Vermont Agency of Human Services ("Covered Entity") (together "the State") and the party identified in this Agreement above as Contractor or Vendor ("Contractor Business Associate"). This Agreement supplements and is made a part of the contract identified above ("Contract").

ADS and Contractor Business Associate enter into this Agreement to comply with the Business Associate Agreement between Covered Entity and ADS, and with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"*ADS Vendor Manager*" means that person designated in the Contract as the *ADS Vendor Manager*, or such person who is subsequently designated in writing by ADS to the *Contractor Business Associate*. The *ADS Vendor Manager* is not authorized to enter into Contract amendments on behalf of ADS or the State."

"*Agent*" means an *Individual* acting within the scope of the agency of the *Contractor Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

"*Breach*" means the acquisition, Access, Use or Disclosure of *Protected Health Information* (*PHI*) which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

"*Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103.

"*Contractor Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103 and means Vendor and includes its Workforce, *Agents* and *Subcontractors*.

"*Electronic PHI*" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

"*Individual*" includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"*Protected Health Information*" ("*PHI*") shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Contractor Business Associate* from or on behalf of ADS or Covered Entity.

"*Required by Law*" means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

"*Report*" means submissions required by this Agreement as provided in section 2.3.

"*Security Incident*" means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

"*Services*" includes all work performed by the *Contractor Business Associate* for or on behalf of the State that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

"*Subcontractor*" means a Person to whom *Contractor Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the Workforce of such *Contractor Business Associate*.

"*Successful Security Incident*" shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

"*Unsuccessful Security Incident*" shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information

or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Contractor Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Contractor Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Contractor Business Associate's* Information System.

"*Targeted Unsuccessful Security Incident*" means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Contractor Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the *ADS Vendor Manager* the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Contractor Business Associate*. This information must be updated by *Contractor Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-info-beneficiaries/ahs-hipaa-contacts/

2.3 *Contractor Business Associate* shall submit all *Reports* required by this Agreement to the following email address:

AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Contractor Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Contractor Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Contractor Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Contractor Business Associate* may make *PHI* available to its Workforce*, Agent and Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Contractor Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Contractor Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Contractor Business Associate* may Use *PHI* if necessary for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities. *Contractor Business Associate* may Disclose *PHI* for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Contractor Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Contractor Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI*, *Contractor Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from the State all the safeguards that it uses to protect such Electronic PHI;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to the State upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such report shall be timely made notwithstanding the fact that little information may be known at the time of the report and need only include such information then available;

e) Following such report, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents. Contractor Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Contractor Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. <u>Reporting and Documenting Breaches</u>.

6.1 *Contractor Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Contractor Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Contractor Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Contractor Business Associate shall provide* information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Contractor Business Associate*

shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Contractor Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Contractor Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. Mitigation and Corrective Action. *Contractor Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Contractor Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Contractor Business Associate* shall make its mitigation and corrective action plans available to the State upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Contractor Business Associate* was responsible, and if requested by Covered Entity, *Contractor Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Contractor Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Contractor Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than 60 calendar days after *Contractor Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*, 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*, 4) a brief description of what the *Contractor Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*, and 5) contact

procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Contractor Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Contractor Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Contractor Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Contractor Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Contractor Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Contractor Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to the State upon request. *Contractor Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of the State.

10. Access to PHI. *Contractor Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Contractor Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Contractor Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Contractor Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Contractor Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Contractor Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Contractor Business Associate* shall provide such information in the time

and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any accounting request that *Contractor Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Contractor Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services ("HHS") in the time and manner designated by the Secretary. *Contractor Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Contractor Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by the State or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Contractor Business Associate* fails to comply with any material term of this Agreement, the State may provide an opportunity for *Contractor Business Associate* to cure. If *Contractor Business Associate* does not cure within the time specified by the State or if the State believes that cure is not reasonably possible, the State may immediately terminate the Contract without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. The State has the right to seek to cure such failure by *Contractor Business Associate*. Regardless of whether the State cures, it retains any right or remedy available at law, in equity, or under the Contract and *Contractor Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Contractor Business Associate* in connection with the expiration or termination of the Contract shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Contractor Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Contractor Business Associate* shall not retain any copies of *PHI*. *Contractor Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Contractor Business Associate* does not continue to maintain any *PHI*. *Contractor Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Contractor Business Associate* shall report to Covered Entity any conditions that *Contractor Business Associate* believes make the return or destruction of *PHI* infeasible. *Contractor Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Contractor Business Associate* maintains such *PHI*.

16. Penalties. *Contractor Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Contractor Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by the State, *Contractor Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Contractor Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Contractor Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Contractor Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Contractor Business Associate* may not be a "*Contractor Business Associate*" of Covered Entity under the Privacy Rule.

18.7 *Contractor Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Contractor Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Contractor Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Contractor Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

For ADS:

Signature: _____

Name: _____

Title: _____

Date: _____

For Contractor Business Associate:

Signature: _____

Name: _____

Title: _____

Date: _____

(End of Attachment E)

WASHINGTON

1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at WEBS. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

2. **WASHINGTON'S STATEWIDE PAYEE DESK**: To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

   a. REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

   b. DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

c. DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **VENDOR MANAGEMENT FEE**: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

a. The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

b. The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

c. Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: _____
- The NASPO Master Agreement No.: _____
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

d. Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

e. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

f. For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES**: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

a. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through

a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

b. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.

c. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**: Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

EXHIBIT 3 – SOFTWARE VAR HISTORICAL AGGREGATE SPEND

Year	Spend (Millions)
2019	$729.31
2018	$646.48
2017	$428.28

NASPO ValuePoint requires lir

Quarterly detailed sales repor
spendreports@naspovaluepo

Q1

Quarter End:
Report Due: A

Q2

Quarter End:
Report Due: J

Q3

Quarter End:
Report Due: C

Q4

Quarter End:
Report Due: J

Reports should be submitted i
required are described below

Please contact Jonathan Hollir
sales reporting

**Field not required if submitte*

Field
Portfolio*
Year*
Quarter*
Vendor_Name*
Vendor_Contract_Number
State
Customer_Type
Customer_Number
Bill_to_Name
Bill_to_Address
Bill_to_City
Bill_to_Zipcode
Customer PO Number
Invoice_Number
Invoice_Date
Band
Product_Publisher

Product_Category
Product_Number
Product_Description
UNSPSC_Code
Unit_Price
Quantity
Total_Price

Quarterly Detailed Sales Report Submission

ıe item sales reports on a quarterly basis for all sales completed under NASPO Value Point contracts.

ts are required to be submitted via the online portal at https://reporting.naspovaluepoint.org, via email int.org, or via another approved automatic submission method based on the following schedule.

March 31st
April 30th

June 30th
uly 31st

September 30th
October 31st

December 31st
anuary 31st

in CSV or Excel format (on Data worksheet) with no additional formatting, subtotals, or total rows includ and should be included exactly as they are labeled and can be provided in any order.

nger at jhollinger@naspo.org to set up automated reporting integrations or with other questions related

ed via online portal.

Description
Name of portfolio.
Reporting period year.
Reporting period quarter on a calendar year basis.
Name of vendor.
Contract number sale is occurring under. Numbering and format is determined by entity.
State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
State Gov, Education-K12, Education-HED, Local Gov, Non-Profit, Other
Vendor assigned identifier for customer.
Customer (agency) Bill to name
Customer (agency) Bill to address
Customer (agency) Bill to city
Zip code in standard format
PO number assigned by purchasing entity.
Vendor assigned order or invoice number
mm/dd/yyyy
Microsft, Oracle, All Other Publishers
Original publisher of software: Microsoft, Oracle, Adobe, Salesforce, Etc.

On-Premise, Saas, PaaS, Iaas, Resold Professional Service, Reseller Service
Unique publisher/reseller assigned product number of purchased product
Product description of purchased product.
UNSPSC Commodity Code
Unit Price - US Currency ($99999.99)
Quantity Invoiced (99999.99)
Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999.99)

to

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l to detailed

Example
Software VAR
2020
4
Software Resale, Inc.
AR3114
KY
Education-HED
173628
University of Kentucky
100 Administration Dr
Lexington
40508
PO561424
71636177
1/1/2019
Microsoft
Microsoft

SaaS
8279102
Office 365 License
43232100
$50.00
10.00
$500.00

Portfolio	Year	Quarter	Vendor_Name	Vendor_Contract_Number	State

Customer_Type	Customer_Number	Bill_to_Name	Bill_to_Address	Bill_to_City

Bill_to_Zipcode	Customer PO Number	Invoice_Number	Invoice_Date	Band

Product_Publisher	Product_Category	Product_Number	Product_Description

UNSPSC_Code	Unit_Price	Quantity	Total_Price

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PARTICIPATING ADDENDUM

For

Master Agreement Number:	**CTR060028**
State of Nevada Agreement Number	**99SWC-NV23-12771**
Lead Agency:	**State of Arizona (NASPO ValuePoint)**
Title:	**Software Value Added Reseller (SVAR)**

Participating Entity:	**State of Nevada, Department of Administration, Purchasing Division**
Address:	**515 E Musser St, Ste 300**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Marti Marsh**
Phone:	**(775) 684-0180**
Email:	**mmarsh@admin.nv.gov**

Contractor:	**SHI International Corp.**
Address:	**290 Davidson Ave.**
City, State, Zip Code:	**Somerset, NJ 08873**
Contact:	**Nicole Rasky**
Phone:	**888-711-2613**
Email:	NASPO_SVAR@shi.com

WHEREAS, NRS 333.475 authorizes the Administrator to contract pursuant to solicitation for bid or proposal by other governmental entities for the purchase of supplies materials, equipment and services; and

WHEREAS, it is deemed that the supplies, materials, equipment, and services of the Contractor are both necessary and in the best interest of the State of Nevada.

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

1. **SCOPE.** This Participating Addendum (PA) covers the software and services included in the Master Agreement from the Lead Agency listed above, except for services requiring a contractor's license. This PA is supplemental to the terms of the Master Agreement, as amended. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms not otherwise in conflict shall continue in full force and effect.

1.1. PRICING. The maximum markupon reseller invoiced cost and hourly rates, including general software, and Microsoft software, *SHI International Corp. ValuePoint Software Value-Added Reseller (SVAR) State of Arizona Contract #CTR06008* are incorporated as *Attachment A, shall now replace price list from MPA,* and shall apply to all purchases under the PA.

1.2. OUT OF SCOPE. Non-Software as a Service (SaaS) cloud computing products such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and software managed by service provider are out of scope for this agreement. IaaS shall be allowable only as an incidental product when (1) SaaS is the primary and predominate title being purchased, and (2) limited and incidental licensing of publisher IaaS is essential to successful and efficient implementation and or deployment of SaaS software.

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2. **TERM.** The term of this PA shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement, as amended, or when this PA is terminated in accordance with the Master Agreement, whichever shall occur first.

3. **PARTICIPATION.** The benefits of this PA shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this PA.

3.1. STATE EXECUTIVE BRANCH AGENCIES. All state "Using Agencies", as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.

3.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.

3.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.

4. ADMINISTRATIVE FEE

4.1. Contractor shall pay a quarterly administrative fee payable to "State of Nevada Purchasing Division." Administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by Contractor and any resellers, distributors, partners, or agents for all products and services provided under the contract during a quarter, beginning the date of execution of this contract.

4.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.

4.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule.*

4.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT

4.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract in the reporting period.

4.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule.*

4.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT

4.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.

4.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule.*

4.5.3 Data Elements

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A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
B. Customer Type. Indicate type of entity making the purchase.

1. S=State Executive Branch Agency
2. E=University and Community College
3. P=Political Subdivision
4. O=Other Entity

C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter "P-Card."
D. Purchase Description. Description of the product(s) or service(s) purchased.
E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

4.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	**Report Due**
September 30	November 14
December 31	February 14
March 31	May 15
June 30	August 14

4.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.

4.8. TIMELY REPORTS AND FEES. If administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

5. **ORDERS.** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The Master Agreement number and the State Contract Number must appear on every Quote/Purchase Order placed under this Participating Addendum.

6. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in Section 3.1 will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State unless otherwise authorized in writing by Nevada State Purchasing. Other entities as defined in Section 3.2 and 3.3 can purchase directly and be billed by vendor.

7. **LICENSE CONFIRMATIONS.** Reseller shall provide certified licensing confirmation certificates for all software licenses or written confirmation showing "proof of license" to the Publisher. Proof of license shall be an electronic file or hardcopy document. Reseller will retain an electronic record of the State of Nevada's "proof of licenses" and provide copies to the State as requested.

8. **PRODUCT RETURNS.** Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If the information is not provided to the Purchasing Entity by the reseller, reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the reseller must agree to accept returns. If delivered software is defective, the reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered media will be replaced by overnight delivery at the reseller's expense if requested by the State of Nevada

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or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the State of Nevada or Purchasing Entity within seven (7) days of initial notification.

9. **SERVICES.** All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in Section 3.1 will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in Section 3.2 and 3.3 can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

10. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

11. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).

12. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

13. **GOVERNING LAW.** This PA will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

14. **ENTIRE AGREEMENT.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **State of Nevada**	Contractor: DocuSigned by: Christina Termyna B680C05486C2436...
By: Gideon Davis, Purchasing Officer 3 for	
Name: **Kevin D. Doty**	Name: Christina Termyna
Title: **Administrator**	Title: Senior Lead Contracts Specialist
Date: 9/30/2022	Date: 9/29/2022

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

Use this tab ONLY if you wish to be considered for a contract award in this category AND if you have submitted a response to all questions and criteria related to this category in your proposal. Evaluation shall be based on the AVERAGE OF ALL PERCENTAGES listed for each pricing model in this tab.

INSTRUCTIONS: Please complete all GREEN, YELLOW, and ORANGE fields below. For the full set of line items included in this category, you may submit 1) a Maximum Markup on Reseller's Invoiced Cost, 2) a Minimum Discount Off Manufacturer's Suggested Retail Price (MSRP), or 3) both. YOU MUST BE CONSISTENT IN YOUR USE OF PRICING MODELS (*i.e.* , you may not submit a Maximum Markup for half of the line items in this category and a Minimum Discount for the other half). As some Purchasing Entities can only use certain types of pricing models, submitting pricing for only one model may prevent you from doing business with certain entities, and resellers are encouraged to submit pricing for both models if possible. Proposals using one cost model will be evaluated against only those proposals using the same cost model. If awarded a contract, a vendor submitting pricing for both models may be permitted to offer products and services using both models, or may be permitted to offer products and services using only one model, depending on the outcome of the evaluation.

NOTE: Any formulas entered into this form have been entered as a COURTESY ONLY, and it is solely the responsibility of each Offeror to ensure that all information entered into this spreadsheet--including mathematical calculations--are complete and accurate.

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Tier I Publishers (Key Itemized Publishers)		
1	ADOBE	3.00%	1.00%
2	CA TECHNOLOGIES	2.50%	1.00%
3	CISCO	3.50%	10.00%
4	COMMVAULT	3.00%	5.00%
5	IBM	2.50%	0.00%
6	RED HAT	3.50%	0.00%
7	SPLUNK	3.50%	1.00%
8	TABLEAU	3.50%	0.00%
9	VEEAM	3.00%	1.00%
10	VMWARE	3.50%	5.00%
	Tier II Publishers (Other Itemized Publishers)		
11	AUTODESK	3.00%	1.00%
12	BARRACUDA NETWORKS	2.00%	1.00%
13	BMC SOFTWARE	3.50%	1.00%
14	CHECK POINT SOFTWARE	4.50%	5.00%
15	CHERWELL	2.00%	1.00%
16	CITRIX	4.50%	1.00%
17	CHATSWORTH PRODUCTS (CPI)	2.00%	5.00%
18	CROWDSTRIKE	4.50%	1.00%
19	DELL	3.50%	5.00%
20	DELPHIX	2.00%	5.00%
21	DOCUSIGN	4.50%	1.00%
22	DYNATRACE	3.50%	1.00%
23	FORCEPOINT	3.00%	5.00%
24	FORTINET	4.50%	1.00%
25	GOOGLE	4.00%	1.00%
26	INFORMATICA	3.50%	1.00%
27	IVANTI	3.50%	5.00%
28	KNOWBE4	3.50%	1.00%
29	MCAFEE	3.50%	5.00%
30	MICRO FOCUS	3.50%	0.00%
31	MULESOFT	2.00%	5.00%
32	NETMOTION	3.50%	1.00%
33	OKTA	3.50%	0.00%
34	OPENTEXT	3.50%	1.00%
35	PROGRESS SOFTWARE	2.00%	5.00%
36	PROOFPOINT	4.50%	5.00%
37	QUEST SOFTWARE	3.50%	5.00%
38	RAPID7	3.50%	1.00%
39	RSA SECURITY	3.00%	1.00%
40	SALESFORCE	4.50%	0.00%
41	SAP	3.50%	5.00%

42	SOLARWINDS	3.50%	5.00%
43	SOPHOS	4.00%	5.00%
44	SPILLMAN	2.00%	5.00%
45	SYMANTEC	3.50%	10.00%
46	TENABLE	3.50%	1.00%
47	TREND MICRO	3.50%	1.00%
48	VARONIS	3.50%	1.00%
49	VERITAS	3.50%	0.00%
50	ZOHO	3.50%	0.00%
	Non-itemized Publishers		
51	All other publishers	6.00%	0.00%
		HOURLY RATE	
52	**Reseller Services**		
53	- Asset management	$300.00	
54	- Solutions architect	$225.00	
55	- Senior solutions architect	$250.00	
56	- Program engagement manager	$125.00	
57	- Project leader	$125.00	
58	- Project manager	$125.00	
59	- Senior project manager	$175.00	
60	All other in-scope reseller services	$300.00	

A	**Average Tier I Publishers Markup/Discount:**	**3.15%**	**2.40%**
B	**Average Tier II Publishers Markup/Discount:**	**3.40%**	**2.60%**
C	**Non-itemized Publishers Markup/Discount**	**6.00%**	**0.00%**
D	**Average Reseller Services Hourly Rate:**	**$203.13**	

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

Use this tab ONLY if you wish to be considered for a contract award in this category AND if you have submitted a response to all questions and criteria related to this category in your proposal. Evaluation shall be based on the AVERAGE OF ALL PERCENTAGES listed for each pricing model in this tab.

INSTRUCTIONS: The offering of other services not included in the General Mandatory tab is OPTIONAL. Pricing provided in this tab will not be evaluated for purposes of awarding a master agreement, but states may consider this pricing when determining with which contractors to execute a participating addendum and which services to include. You may submit 1) a Maximum Markup on Reseller's Invoiced Cost, 2) a Minimum Discount Off Manufacturer's Suggested Retail Price (MSRP), or 3) both, but YOU MUST BE CONSISTENT IN YOUR USE OF PRICING MODELS (*i.e.* , you may not submit a Maximum Markup for half of the line items in this category and a Minimum Discount for the other half). As some Purchasing Entities can only use certain types of pricing models, submitting pricing for only one model may prevent you from doing business with certain entities, and resellers are encouraged to submit pricing for both models if possible.

NOTE: Any formulas entered into this form have been entered as a COURTESY ONLY, and it is solely the responsibility of each Offeror to ensure that all information entered into this spreadsheet--including mathematical calculations--are complete and accurate.

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Optional Discount- and/or Markup-based Services		
1	Publisher provided Services	20.00%	0.00%
2	Other 3rd party provided services	20.00%	0.00%
3	Other SHI provided services	20.00%	0.00%
4	[Enter service here. Insert rows as necessary.]		
5	[Enter service here. Insert rows as necessary.]		
		HOURLY RATE	
	Optional Fixed Rate-based Services		
6	[Enter service here. Insert rows as necessary.]	$0.00	
7	[Enter service here. Insert rows as necessary.]	$0.00	
8	[Enter service here. Insert rows as necessary.]	$0.00	
9	[Enter service here. Insert rows as necessary.]	$0.00	
10	[Enter service here. Insert rows as necessary.]	$0.00	

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR MICROSOFT ONLY

Use this tab ONLY if you wish to be considered for a contract award in this category AND if you have submitted a response to all questions and criteria related to this category in your proposal. Evaluation shall be based on the AVERAGE OF ALL PERCENTAGES listed for each pricing model in this tab.

INSTRUCTIONS: Please complete all GREEN, YELLOW, and ORANGE fields below. For the full set of line items included in this category, you may submit 1) a Maximum Markup on Reseller's Invoiced Cost, 2) a Minimum Discount Off Manufacturer's Suggested Retail Price (MSRP), or 3) both. YOU MUST BE CONSISTENT IN YOUR USE OF PRICING MODELS (*i.e.* , you may not submit a Maximum Markup for half of the line items in this category and a Minimum Discount for the other half). As some Purchasing Entities can only use certain types of pricing models, submitting pricing for only one model may prevent you from doing business with certain entities, and resellers are encouraged to submit pricing for both models if possible. Proposals using one cost model will be evaluated against only those proposals using the same cost model. If awarded a contract, a vendor submitting pricing for both models may be permitted to offer products and services using both models, or may be permitted to offer products and services using only one model, depending on the outcome of the evaluation.

NOTE: Any formulas entered into this form have been entered as a COURTESY ONLY, and it is solely the responsibility of each Offeror to ensure that all information entered into this spreadsheet--including mathematical calculations--are complete and accurate.

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Itemized Microsoft Offerings		
1	EMS E5	1.00%	15.00%
2	G1	1.00%	15.00%
3	G2	1.00%	20.00%
4	G3	1.00%	15.00%
5	G5	1.00%	15.00%
6	Govt E4	1.00%	20.00%
7	Advanced Threat Protection	1.00%	15.00%
8	Power BI	1.00%	15.00%
9	Exchange Online	1.00%	15.00%
10	Kiosk F3 Now	1.00%	15.00%
11	Dynamics	1.00%	15.00%
12	PowerApps	1.00%	15.00%
13	Project Online	1.00%	15.00%
14	Azure	2.00%	10.00%
	All Other Microsoft Offerings		
15	SaaS*	1.00%	12.00%
16	On-Premise*	1.00%	16.50%
	Resold In-scope Professional Services		
17	- Ongoing maintenance & support services not included in software license agreement	1.00%	20.00%
18	- Deployment services	1.00%	20.00%
19	- Architectural design services	1.00%	20.00%
20	- Training deployment services	1.00%	20.00%
21	All other resold in-scope professional services	1.00%	20.00%
		HOURLY RATE	
	In-scope Reseller Services		
22	- Asset management	$300.00	
23	- Solutions architect	$225.00	
24	- Senior solutions architect	$250.00	
25	- Program engagement manager	$125.00	
26	- Project leader	$125.00	
27	- Project manager	$125.00	
28	- Senior project manager	$175.00	
29	All other in-scope reseller services	$300.00	

A	**Average Itemized Offerings Markup/Discount:**	**1.07%**	**15.36%**
B	**Average Other Offerings Markup/Discount:**	**1.00%**	**14.25%**
C	**Average Resold In-scope Professional Services Markup/Discount:**	**1.00%**	**20.00%**
D	**Average In-scope Reseller Services Hourly Rate:**	**$203.13**	

***Pricing represented is for Gov agreements, EES agreements will receive 5% discount**

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR MICROSOFT ONLY

Use this tab ONLY if you wish to be considered for a contract award in this category AND if you have submitted a response to all questions and criteria related to this category in your proposal. Evaluation shall be based on the AVERAGE OF ALL PERCENTAGES listed for each pricing model in this tab.

INSTRUCTIONS: The offering of other services not included in the Microsoft Mandatory tab is OPTIONAL. Pricing provided in this tab will not be evaluated for purposes of awarding a master agreement, but states may consider this pricing when determining with which contractors to execute a participating addendum and which services to include. You may submit 1) a Maximum Markup on Reseller's Invoiced Cost, 2) a Minimum Discount Off Manufacturer's Suggested Retail Price (MSRP), or 3) both, but YOU MUST BE CONSISTENT IN YOUR USE OF PRICING MODELS (*i.e.* , you may not submit a Maximum Markup for half of the line items in this category and a Minimum Discount for the other half). As some Purchasing Entities can only use certain types of pricing models, submitting pricing for only one model may prevent you from doing business with certain entities, and resellers are encouraged to submit pricing for both models if possible.

NOTE: Any formulas entered into this form have been entered as a COURTESY ONLY, and it is solely the responsibility of each Offeror to ensure that all information entered into this spreadsheet--including mathematical calculations--are complete and accurate.

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Optional Discount- and/or Markup-based Services		
1	Microsoft provided Services	20.00%	0.00%
2	Other 3rd party provided services	20.00%	0.00%
3	Other SHI provided services	20.00%	0.00%
4	Microsoft Premier Support Agreement	5.00%	0.00%
5	[Enter service here. Insert rows as necessary.]		
		HOURLY RATE	
	Optional Fixed Rate-based Services		
6	[Enter service here. Insert rows as necessary.]	$0.00	
7	[Enter service here. Insert rows as necessary.]	$0.00	
8	[Enter service here. Insert rows as necessary.]	$0.00	
9	[Enter service here. Insert rows as necessary.]	$0.00	
10	[Enter service here. Insert rows as necessary.]	$0.00	

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Oracle Offerings		
1	SaaS	NA	NA
2	On-Premise	NA	NA
	Resold In-scope Professional Services		
3	- Ongoing maintenance & support services not included in software license agreement	NA	NA
4	- Deployment services	NA	NA
5	- Architectural design services	NA	NA
6	- Training deployment services	NA	NA
7	All other resold in-scope professional services	NA	NA
		HOURLY RATE	
	In-scope Reseller Services		
8	- Asset management	$0.00	
9	- Solutions architect	$0.00	
10	- Senior solutions architect	$0.00	
11	- Program engagement manager	$0.00	
12	- Project leader	$0.00	
13	- Project manager	$0.00	
14	- Senior project manager	$0.00	
15	All other in-scope reseller services	$0.00	

A	**Average Offerings Markup/Discount:**	**#DIV/0!**	**#DIV/0!**
B	**Average Resold In-scope Professional Services Markup/Discount:**	**#DIV/0!**	**#DIV/0!**
C	**Average In-scope Reseller Services Hourly Rate:**	**$0.00**	

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Optional Discount- and/or Markup-based Services		
1	[Enter service here. Insert rows as necessary.]		
2	[Enter service here. Insert rows as necessary.]		
3	[Enter service here. Insert rows as necessary.]		
4	[Enter service here. Insert rows as necessary.]		
5	[Enter service here. Insert rows as necessary.]		
		HOURLY RATE	
	Optional Fixed Rate-based Services		
6	[Enter service here. Insert rows as necessary.]	$0.00	
7	[Enter service here. Insert rows as necessary.]	$0.00	
8	[Enter service here. Insert rows as necessary.]	$0.00	
9	[Enter service here. Insert rows as necessary.]	$0.00	
10	[Enter service here. Insert rows as necessary.]	$0.00	

Software/Entry	Paid On	Estimate for FY24-25
SHI - SolarWinds Engineer's Toolset per seat license annual maintenance	10/28/2023	$522.00
SHI - Atlassian Confluence (cloud) teams	1/9/2024	$1,000.00
SHI - PatchMyPC	1/29/2024	$2,445.00
SHI - HPE foundation care software	9/29/2023	$3,260.00
SHI - Automox		$5,191.00
SHI - Xmedius-XM cloud Open Text	7/13/2023	$5,991.00
SHI - HPE Aruba Central for Switchs license	8/9/2023	$10,097.00
SHI - KACE Quest Software	7/7/2023	$12,566.00
SHI - SolarWinds Hybrid Cloud Obervability maint	10/28/2023	$17,197.00
SHI - Acrobat Pro DC for Enterprise volume license	1/8/2024	$24,186.00
SHI - Proofpoint		$24,986.00
SHI - Aruba ClearPass	8/30/2023	$29,595.00
SHI - Vmware vSphere server 8 standard & software Data center	9/12/2023	$46,413.40
SHI - Artic Wolf - Cybersecurity & Threat -replaces SHI-SolarWinds Log and E	7/31/2023	$102,466.87
SHI - New M365 Licensing Structure	7/1/2024	$280,091.28
		$566,007.55

AGENDA ITEM NO. 8.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For presentation only. Introduction of **Ordinance 2024-1641**, an ordinance amending provisions of Chapter 10.08 of the Douglas County Code, relating to traffic Control Devices, to restrict the passage of trucks on the portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane. This item is proposed to protect the safety of the current users of the aforementioned roadway, to promote the health and safety of the residents adjacent to the roadway, and to prevent an increase in the depreciation and wear on the roadway and otherwise help preserve this section of the road. First Reading. (Scott Morgan)

RECOMMENDED MOTION:
For presentation only. Pursuant to NRS 244.100, the proposed ordinance is only required to be read by title to the Board of County Commissioners for introduction.

FINANCIAL IMPACT:
None

BACKGROUND:
The County Commissioners (the "Board"), after significant public comment and careful, considerate deliberations dating back to September 2020, to reduce future wear and tear on Johnson Lane, and to address safety concerns raised by County residents, propose to enact Ordinance 2024-1641 for the following reasons:

- The Board has the authority to exercise its police powers and enact ordinances to regulate vehicular traffic within the County.
- The Board prioritizes public safety on public streets.
- The Board has reviewed the current use of Johnson Lane from Nye Drive to its eastern terminus and determined that the use is primarily pedestrian, equestrian, and recreational.
- The parcels adjacent to the aforementioned section of Johnson Lane are primarily residential.
- The anticipated useful life of the aforementioned section of Johnson Lane would be

disproportionately negatively impacted by a change in current use resulting in heavy truck traffic.

- For example, according to a March 2024 Painted Rock Mine Project draft environmental assessment (EA), potential mining operations in the area will occur in three phases over 25 to 35 years. At peak production, the anticipated output from the Painted Rock Mine would be approximately 500,000 tons per year with a range of 1,000 to 2,000 tons per day. The mining operations will generate up to a maximum of 170 individual trips per day on Johnson Lane Road.
- Truck traffic from this project will unquestionably have an adverse impact on the road surface of Johnson Lane. The March 2024 Painted Rock Mine draft EA acknowledges and discusses the anticipated impact of heavy trucks and equipment from the project on the road surface over twenty years.
- The EA states "the decrease in remaining life of the pavement of these segments of Johnson Lane would require County maintenance of the road surface sooner than would otherwise be necessary." The analysis found that the increase of traffic would decrease the remaining life of the pavement between East Valley Road and the Johnson Lane off-highway vehicle (OHV) Area segment by approximately 18.8 years, from 33.9 years to 15.1 years. The decrease in remaining life of the pavement of this segment of Johnson Lane would require County maintenance of the road surface sooner than would otherwise be necessary.
- To minimize the impacts from the Painted Rock Mine project on the road surface, the EA suggests Douglas County consider "an overlay of the existing structural concrete pavement section along the Heybourne Road to East Valley Road segment and the East Valley Road to the Johnson Lane OHV Area segment in order to meet a 20-year design life (Douglas County 2017) for these segments as outlined in Appendix I." (See, draft EA pg. 103).
- Decreases in the anticipated useful life of a road surface of any road maintained by the County will have a negative impact on the County's road maintenance budget and capital improvement plans overall. Because the County has limited funding to maintain all of the roads it has agreed to maintain, and currently cannot maintain all of its roads, when one road surface degrades more quickly than anticipated, funds must be diverted from other projects to make necessary repairs and the County's budget cannot accommodate as many road maintenance projects over time.
- To protect the safety of the current users of the aforementioned roadway, and to promote the health and safety of the residents adjacent to the roadway, and to preserve this roadway asset, the Board deems it necessary to restrict the passage of trucks as set forth in the proposed ordinance.

To protect the safety of the current users of the aforementioned section of Johnson Lane, promote the health and safety of the residents adjacent to the roadway, and to preserve this roadway asset, the Board deems it necessary to restrict the passage of trucks as set forth in the proposed ordinance.

ATTACHMENTS:
2024-1641_-_Johnson_Lane_Ordinance.pdf

ORDINANCE 2024-1641

SUMMARY

Ordinance 2024-1641, an ordinance amending provisions of Chapter 10.08 of the Douglas County Code, relating to traffic Control Devices. The portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane has been heavily used for pedestrian, equestrian, and recreational purposes. Because heavy trucks have not historically used this section of Johnson Lane, the ordinance will restrict the passage of heavy trucks on the portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane and preserve its historic uses.

TITLE

Ordinance 2024-1641, an ordinance amending provisions of Chapter 10.08 of the Douglas County Code, relating to traffic Control Devices to restrict the passage of trucks on the portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane.

RECITALS

WHEREAS, the Douglas County Board of Commissioners (the "Board") has the authority to enact police ordinances and to regulate vehicular traffic within the County; and

WHEREAS, the Board prioritizes public safety on public streets; and

WHEREAS, the Board has reviewed the current use of Johnson Lane from Nye Drive to its eastern terminus and determined that the use is primarily pedestrian, equestrian, and recreational; and

WHEREAS, the parcels adjacent to the aforementioned section of Johnson Lane are primarily residential; and

WHEREAS, the anticipated useful life of the aforementioned section of Johnson Lane will be disproportionately and negatively impacted by a change in its current use and heavy truck traffic; and

WHEREAS, to protect the safety of the current users of the aforementioned roadway, to promote the health and safety of the residents adjacent to the roadway, and to prevent an increase in the depreciation and wear on the roadway and otherwise help preserve this roadway asset, the Board deems it necessary to restrict the passage of trucks as set forth herein.

NOW THEREFORE, based upon the above considerations, the Board does Ordain:

SECTION I: Chapter 10.08 of the Douglas County Code is hereby amended as follows, with new language shown *underlined and italics* and deleted language shown with a ~~strikethrough~~:

Chapter 10.08 – Control Devices

10.08.040 - Vehicle restrictions on highways or streets.
As authorized by state law, the board of county commissioners recognizes and restricts the following highways or streets as set forth below and authorizes the erection of suitable markers, which may be located at such points as the department of public works deems appropriate. Except as provided in section 10.08.050, it is unlawful for an operator or driver of any vehicle to operate, drive, move, stop or park a vehicle in violation of the restrictions in NRS chapter 484D and as set forth below:

A. Riverview Drive. Posted sign: Weight Limit of 7 Tons.
B. Dresslerville Road. Posted sign: Not A Truck Route.
C. Tillman Lane. Posted sign: Weight Limit of 10 Tons.
D. Waterloo Lane from SR 88 to SR 756. Posted sign: No Trucks (Symbol).
E. Waterloo Lane from SR 756 to US 395. Posted sign: Weight Limit of 8 Tons.
F. Dressler Lane Bridge #1600. Posted sign: Weight Limit of 3 Tons (10.08.040(B) only).
G. Muller Parkway-north from U.S. 395 (Minden) east to end of pavement and from the Muller Parkway/Pinenut Road Roundabout north to Grant Drive. Posted sign: Not A Truck Route.
H. Rojo Way from Kimmerling Road to Edna Drive. Posted sign: No Trucks (Symbol).
I. Edna Drive from Rojo Way to SR 756. Posted sign: No Trucks (Symbol).
J. *Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane. Posted sign: No Trucks (Symbol).*

10.08.050 - Vehicle restriction exceptions.
As authorized by state law, the board of county commissioners establishes the following exceptions to vehicle restrictions as set forth in section 10.08.040:

A. Vehicles making a local delivery. A vehicle which would otherwise violate section 10.08.040, is allowed and excepted from the provisions of section 10.08.040 when the vehicle is traveling upon the restricted highway or street to deliver goods or services to a residence or business which can only be accessed by the vehicle traveling upon the restricted highway or street. This exception does not apply to Dressler Lane Bridge #1600 *or Johnson Lane, subsection 10.08.040(J).*
B. Emergency vehicles. All emergency vehicles have unrestricted access to any highway or street listed in section 10.08.040.
C. Local agriculture vehicles and equipment. All local agriculture vehicles and equipment used in local operations. This exception does not apply to Dressler Lane Bridge #1600.
D. Public and private utility vehicles. The operation of vehicles owned or operated by the county, towns, general improvement districts, public utilities or private utilities which serve the unincorporated areas of the county which would otherwise violate section 10.08.040, are allowed if:
    1. The vehicle is engaged in the service, repair, maintenance or construction of highways, streets, improvements, infrastructure, or utilities, adjacent to or located within the restricted highways or streets; or
    2. The vehicle is engaged in the service, repair, maintenance or construction of highways, streets, improvements, infrastructure or utilities which can only be

accessed by the vehicle traveling upon the restricted highway or street. This exception does not apply to Dressler Lane Bridge #1600.

E. Government vehicles. All vehicles owned and operated by governmental agencies and school districts in the performance of their duties are allowed to travel upon the restricted highways and streets. This exception does not apply to Dressler Lane Bridge #1600.

F. Solid waste collection vehicles. A franchised waste collection vehicle or waste collection vehicle operated by a political subdivision of the State of Nevada to serve properties within Douglas County which would otherwise violate 10.08.040, is allowed and excepted from the provisions of 10.08.040 when the vehicle is being used in the service of hauling garbage and refuse. This exception does not apply to Dressler Lane Bridge #1600.

G. Municipal Transit Vehicles. A municipal transit vehicle serving Douglas County residents or visitors which would otherwise violate 10.08.040, is allowed and excepted from the provisions of 10.08.040. This exception does not apply to Dressler Lane Bridge #1600.

H. Detours. All vehicles traveling on a restricted highway or street pursuant to a detour established for emergency and or road construction which would otherwise violate 10.08.040, is allowed and excepted from the provisions of 10.08.040. This exception does not apply to Dressler Lane Bridge #1600.

I. Leaving or returning from a home or place of business. All vehicles leaving from or returning to its customary storage location at the owner or operator's personal residence, or an owner or operator's commercial or industrial location which would otherwise violate 10.08.040, are allowed and excepted from the provisions of 10.08.040 when the customary storage location can only be accessed by the vehicle traveling upon the restricted highway or street. This exception does not apply to Dressler Bridge #1600 *or Johnson Lane, subsection 10.08.040(J).*

Proposed on the ____ day of _____, 2024.

Proposed by _____.

Adopted this ____ day of _____, 2024, by the following vote:

Vote-- Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners _____

_____

Absent: Commissioners _____

_____

_____
Wesley A. Rice, Chairman
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk

This ordinance is effective on the ____ day of _____, 2024.

AGENDA ITEM NO. 9.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For presentation only. Introduction of **Ordinance No. 2024-1640,** an ordinance amending Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.36 – Adult Characterized Businesses to: 1) amend Section 5.36.010 – Definitions, Subsection H – Adult Revue, to clarify that an "adult revue" as defined under the Douglas County Code must be "owned, managed, or controlled by an unlimited gaming licensee" and must occur "within an established and designated showroom or showrooms owned, managed, or controlled by an unlimited gaming licensee"; 2) add Section 5.36.160 – Injunctive Relief, to clarify that any violation of Chapter 5.36 is subject to a civil action by Douglas County for preliminary and permanent injunctive relief to enjoin the violation; and 3) provide for all other properly related matters. First Reading. (Zach Wadle)

RECOMMENDED MOTION:
No action is required at this time. Pursuant to NRS 244.100, the proposed ordinance is required to be read by title to the Board of County Commissioners for introduction.

FINANCIAL IMPACT:
None

BACKGROUND:
An "adult revue" as defined under Douglas County Code Chapter 5.36 – Adult Characterized Businesses does not require an adult characterized business license issued by the County Commission to operate. This ordinance amends existing Douglas County Code defining an "adult revue" to clarify that: 1) an "adult revue" must be "owned, managed, or controlled by an unlimited gaming licensee" and must occur "within an established and designated showroom or showrooms owned, managed, or controlled by an unlimited gaming licensee." This ordinance also clarifies that any violation of Chapter 5.36 is subject to a civil action by Douglas County for preliminary and permanent injunctive relief to enjoin the violation.

ATTACHMENTS:

Ordinance 2024-1640 final.pdf

ORDINANCE 2024-1640

SUMMARY

Ordinance 2024-1640 amends the Douglas County Adult Characterized Businesses Code, Chapter 5.36, to clarify that: 1) an "adult revue" as defined under Douglas County Code must be "owned, managed, or controlled by an unlimited gaming licensee" and must occur "within an established and designated showroom or showrooms owned, managed, or controlled by an unlimited gaming licensee" and 2) any violation of Chapter 5.36 is subject to a civil action by Douglas County for preliminary and permanent injunctive relief.

TITLE

Ordinance No. 2024-1640, an ordinance amending Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.36 – Adult Characterized Businesses to: 1) amend Section 5.36.010 – Definitions, Subsection H – Adult Revue, to clarify that an "adult revue," as defined under Douglas County Code, must be "owned, managed, or controlled by an unlimited gaming licensee" and must occur "within an established and designated showroom or showrooms owned, managed, or controlled by an unlimited gaming licensee"; 2) add Section 5.36.160 – Injunctive Relief, to clarify that any violation of Chapter 5.36 is subject to a civil action by Douglas County for preliminary and permanent injunctive relief to enjoin the violation; and 3) provide for all other properly related matters.

The Board of County Commissioners of the County of Douglas in the State of Nevada, does ordain:

Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.36 – Adult Characterized Businesses, existing Section 5.36.010 – Definitions, Subsection H – Adult Revue, is amended, and new Section 5.36.160 – Injunctive Relief is added, with the new language shown as ***underlined and italicized***, as set forth below, all other sections shall remain in full force and effect:

TITLE 5 – Business Licenses and Regulations

CHAPTER 5.36 – Adult Characterized Businesses

5.36.010 – Definitions

H. *Adult revue* includes a show ***owned, managed, or controlled by an unlimited gaming licensee*** that has a theme with separate acts in which one or more acts offer to patrons over the age of 21 the opportunity to view dancers whose attire, costume, clothing or lack of attire, costume or clothing exposes specified anatomical areas; in which the location of the adult revue is within a structure housing an establishment with an unlimited gaming license; the adult review is performed within an established and designated showroom or showrooms ***owned, managed, or controlled by an unlimited gaming licensee*** in which the interior of the showroom is not visible from any portion of the adjacent floor area during performances; and where the performers observe the restrictions enumerated in section 5.36.100, subsections (E), (F)(6) and (F)(15).

5.36.160 – Injunctive Relief

In addition to all other available criminal or civil remedies, any violation of this Chapter is subject to a civil action by Douglas County for preliminary and permanent injunctive relief to enjoin the violation.

Proposed this _____ day of July, 2024.

Proposed by Commissioner _____.

Adopted this _____ day of _____, 2024, by the following vote:

Vote: Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners _____

_____

Absent: Commissioners _____

_____
Wesley Rice, Chairman
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk

This Ordinance is effective on the _____day of _____, 2024.

AGENDA ITEM NO. 10.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion on the adoption of **Resolution 2024R-071,** increasing the Douglas Disposal Inc. Residential and Commercial collection service rates by 3.29% and also increasing the Transfer Station service rates as allowed under the terms of the Franchise Agreement. Resolution 2024R-071 will also add a 35-gallon animal resistant tote option for residential customers and create an un-tarped load fee to the Transfer Station rates. The proposed rate changes will become effective August 1, 2024. (Philip Ritger)

RECOMMENDED MOTION:
Adopt Resolution 2024R-071**,** increasing the Douglas Disposal Inc. Residential and Commercial collection service rates by 3.29% and increase the Transfer Station service rates, effective August 1, 2024, as presented.

FINANCIAL IMPACT:
There is no direct impact on the County's Solid Waste Fund (211). The proposed resolution increases the solid waste service rates for customers within the East Fork Township portion of Douglas County. Douglas County receives a 8% franchise fee on the revenue collected from Douglas County citizens who voluntarily chose to be served by Douglas Disposal Inc.

BACKGROUND:
This annual rate adjustment has been requested by Douglas Disposal, Inc. as allowed under the Solid Waste Services Franchise Agreement. The rate adjustments were calculated in accordance with the Rate Adjustment Model (the "Model") as approved by the Rate-making Advisory Committee and adopted by the Board of County Commissioners in 2003. The financial data for calendar year 2023 used in the Model was verified by VT Williams & Associates, LLP, Certified Public Accountants, an independent consultant, according to the procedures adopted by the Board. The model data input was performed and verified by the Public Works Administrative Department. A table of the proposed rate adjustments is attached as Exhibit A and background information is attached for reference as Exhibit B.

Adoption of this resolution will add a 35-gallon animal resistant tote option for residential service. Currently the only animal resistant tote size available for residential customer is 90-gallon. This resolution will also add a $25 load fee for any un-tarped self-haul delivery to the Transfer Station. Douglas Disposal will provide educational outreach before implementing this fee. Currently, Douglas Disposal provides a roadside trash collection / clean-up along Dump Road on a quarterly basis. They average about 465 pounds per quarterly clean-up along this approximately 1.5 mile section of County Road. It should be noted, however, that trash being blown out of an un-tarped truck or trailer is not limited to only this portion of road but can happen the entire travel distance across the County to the Transfer Station. The requirement for tarped self-haul loads is intended to reduce unintentional roadside trash throughout the County.

ATTACHMENTS:
Resolution_2024R-071_DDI_2024_Waste_Rates_Final.pdf
Exhibit_B-DDI_Attachments.pdf

RESOLUTION 2024R-071

A RESOLUTION AMENDING RESIDENTIAL, COMMERCIAL AND TRANSFER STATION COLLECTION SERVICE RATE FOR DOUGLAS DISPOSAL, INC.

WHEREAS, Douglas Disposal, Inc. operates the transfer station and provides waste management services for the citizens of Douglas County; and

WHEREAS, Douglas Disposal Inc. has calculated and reviewed the annual rate adjustment allowed in accordance with the 2003 Solid Waste Services Franchise Agreement, as amended; and

WHEREAS, the annual rate change calculated in accordance with the Rate Adjustment Model for 2024 is 3.29% and are shown in Exhibit A

NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Douglas County, Nevada, approves this resolution and the rate changes shown in Exhibit A.

BE IT FURTHER RESOLVED this resolution shall become effective as of August 1, 2024.

Adopted this 18th day of July 2024, by the following vote:

AYES: Commissioners: _____
_____
_____
_____
_____

NAYS : Commissioners: _____
_____

ABSENT: Commissioners: _____
_____

_____
Wesley A. Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

By:_____
Amy Burgans, Douglas County Clerk-Treasurer

Exhibit A
Douglas Disposal, Inc.
Rate Schedule Effective August 1, 2024

Residential Collection Service Rates
Carson Valley (Quarterly/Advance)

Effective 8/1/2024

Douglas Disposal Inc.	Monthly Service Rate				Quarterly Service Rate			
	Collection Element	Disposal Element	Franchise Fee Element	Total	Collection Element	Disposal Element	Franchise Fee Element	Total
1 (32-gallon)	$ 15.63	$ 2.18	$ 1.41	**$ 19.22**	$ 46.89	$ 6.54	$ 4.23	**$ 57.66**
2 (32-gallon)	$ 20.80	$ 4.36	$ 1.99	**$ 27.15**	$ 62.40	$ 13.08	$ 5.97	**$ 81.45**
3 (32-gallon)	$ 29.81	$ 6.54	$ 2.87	**$ 39.22**	$ 89.43	$ 19.62	$ 8.61	**$117.66**
4 (32-gallon)	$ 41.60	$ 8.71	$ 3.97	**$ 54.28**	$ 124.80	$ 26.13	$ 11.91	**$162.84**
voucher (32 -45 gallon)	$ 3.50	$ 2.49	$ 0.47	**$ 6.46**	N/A	N/A	N/A	**N/A**
mini (15-20 gallon)	$ 13.10	$ 1.06	$ 1.13	**$ 15.29**	$ 39.30	$ 3.18	$ 3.39	**$ 45.87**
tote (90-gallon)	$ 20.38	$ 6.54	$ 2.11	**$ 29.03**	$ 61.14	$ 19.62	$ 6.33	**$ 87.09**
animal resistant tote (90-gallon)	$ 25.42	$ 6.54	$ 2.54	**$ 34.50**	$ 76.26	$ 19.62	$ 7.62	**$103.50**
animal resistant tote (35-gallon)	$ 18.68	$ 2.38	$ 1.68	**$ 22.74**	$ 56.04	$ 7.14	$ 5.04	**$ 68.22**
House Service (in addition to above charges):				**$ 23.22**				

Exhibit A (continued)
Douglas Disposal, Inc.
Rate Schedule Effective August 1, 2024

Commercial Collection Service Rates Carson Valley (Per Collection/Arrears) Effective 8/1/2024						
Douglas Disposal Inc.	**Service Rate per Pick Up**					
	Collection Element	**Disposal Element**	**Franchise Fee Element**	**Total**		
Totes						
32-gallon tote/bag	$ 4.73	$ 0.50	$ 0.42	**$ 5.65**		
extra 32-gallon tote/bag	$ 4.73	$ 0.50	$ 0.42	**$ 5.65**		
90-gallon tote	$ 5.70	$ 1.51	$ 0.57	**$ 7.78**		
extra 90-gallon tote	$ 5.70	$ 1.51	$ 0.57	**$ 7.78**		
Per Cubic Yd						
1-yd	$ 12.05	$ 3.02	$ 1.19	**$ 16.26**		
extra cubic yard	$ 12.05	$ 3.02	$ 1.19	**$ 16.26**		
compacted rate per cubic yard	$ 26.50	$ 6.64	$ 2.61	**$ 35.75**		
extra compacted cubic yard	$ 26.50	$ 6.64	$ 2.61	**$ 35.75**		
Permanent Drop Boxes					**Area A Rate**	**Area B Rate**
6-yd	$ 230.17	$ 18.11	$ 19.76	**$268.04**	**$195.00**	**$248.28**
10-yd special	$ 469.63	$ 183.12	$ 51.13	**$703.88**	**$649.53**	**$649.53**
15-yd	$ 446.49	$ 42.27	$ 38.85	**$527.61**	**$339.00**	**$429.00**
20-yd	$ 577.83	$ 60.38	$ 50.70	**$688.91**	**$393.00**	**$483.00**
25-yd	$ 643.84	$ 71.55	$ 56.81	**$772.20**	**$484.00**	**$574.00**
30-yd	$ 687.62	$ 87.18	$ 61.47	**$836.27**	**$574.00**	**$664.00**

Exhibit A (continued)
Douglas Disposal, Inc.
Rate Schedule Effective August 1, 2024

Transfer Station Service Rates				
	Effective			**8/1/2024**
Douglas Disposal Inc.	**Transfer Station Service Rates**			
	Operation & Hauling Element	**Landfill Element**	**Franchise Fee Element**	**Total**
Rates per Ton				
Solid Waste per Ton	$ 95.11	$ 20.17	$ 9.22	**$124.50**
Green Waste per Ton	$ 42.79	$ 8.00	$ 4.06	**$ 54.85**
Rates per Yard (only used if scales are down)				
Solid Waste per Yard	$ 10.85	$ 1.51	$ 0.99	**$ 13.35**
Green Waste per Yard	$ 2.37	$ 1.33	$ 0.30	**$ 4.00**
Inerts per Yard	$ 41.93	$ 14.04	$ 4.48	**$ 60.45**
Rates per Can (only used if scales are down)				
Solid Waste	$ 1.23	$ 0.35	$ 0.12	**$ 1.70**
Rates per Item				
Untarped Load Fee	$ 23.15	$ -	$ 1.85	**$ 25.00**
Refrigerator	$ 11.85	$ 8.53	$ 4.62	**$ 25.00**
TV/Monitor	$ 5.46	$ 7.66	$ 1.88	**$ 15.00**
Propane (5 gal)	$ -	$ 6.94	$ 0.56	**$ 7.50**
Additional Propane Tank	$ -	$ 1.39	$ 0.11	**$ 1.50**
Freon Cylinders	$ -	$ 23.15	$ 1.85	**$ 25.00**
PCB/Ballast	$ -	$ 10.09	$ 0.81	**$ 10.90**
Florescent Bulbs	$ -	$ 0.97	$ 0.08	**$ 1.05**
Cat/Dog	$ -	$ 11.11	$ 0.89	**$ 12.00**

EXHIBIT B

VT Accounting Associates, LLP

Certified Public Accountants

Jeff Vathayanon, CPA
Paul Tibma, CPA
Jason Reecy, CPA/ABV

March 25, 2024

Douglas Disposal, Inc.
2140 Ruth Avenue
S Lake Tahoe, CA 96150-4357

RE: Douglas Disposal, Inc. Rate Submittal

Dear Mr. Trease:

VT Accounting Associates, LLP has verified that the financial data for calendar year 2023 to be used as input for the RRI model is consistent with the audited and compiled financial statements for the aforementioned period.

If you have any questions, please feel free to contact us at your convenience.

Sincerely,

VT Accounting Associates, LLP

VT Accounting Associates, LLC

DDI Operations

Financial Data for Calendar Year 2023 — For Rates Effective 7/1/24

Description	Combined	Transfer Station	Collection	Other	Disposal	Total	Check
Residential - Douglas Co.	$ (3,831,239)	$ -	$ (3,831,239)	$ -	$ -	$ (3,831,239)	
Comm - Douglas Co	$ (3,875,719)	$ -	$ (3,640,592)	$ (235,127)	$ -	$ (3,875,719)	
Transfer Station	$ (1,470,061)	$ (1,249,552)	$ (192,945)	$ (27,564)	$ -	$ (1,470,061)	
Container Rent Douglas	$ -	$ -	$ -	$ -	$ -	$ -	
Drop Box Service	$ (7,240)	$ -	$ (6,801)	$ (439)	$ -	$ (7,240)	
Recy Rev - All	$ (103,401)	$ (39,982)	$ (58,801)	$ (4,619)	$ -	$ (103,401)	
Fed & State Contracts	$ (113,182)	$ -	$ -	$ (113,182)	$ -	$ (113,182)	
Miscellaneous	$ (8,982)	$ -	$ (8,437)	$ (545)	$ -	$ (8,982)	
Total Revenues	$ (9,409,823)	$ (1,289,533)	$ (7,738,815)	$ (381,475)	$ -	$ (9,409,823)	
COGS Recy - All	$ 55,871	$ 21,603	$ 31,772	$ 2,496	$ -	$ 55,871	
Salary & Benefits	$ 3,711,471	$ 1,185,541	$ 2,368,978	$ 156,952	$ -	$ 3,711,471	
Advertising	$ 3,537	$ 831	$ 2,457	$ 249	$ -	$ 3,537	
Contract :Labor	$ 787,515	$ 179,912	$ 569,192	$ 38,410	$ -	$ 787,515	
Depreciation	$ 680,678	$ 140,963	$ 508,782	$ 30,933	$ -	$ 680,678	
Dump Fees	$ 972,210	$ 972,210	$ -	$ -	$ -	$ 972,210	
Fuel - Collection & Other	$ 373,879	$ 130,051	$ 230,200	$ 13,628	$ -	$ 373,879	
Haz Waste	$ 193,085	$ 193,085	$ -	$ -	$ -	$ 193,085	
Ins - General	$ 226,733	$ 78,053	$ 139,689	$ 8,991	$ -	$ 226,733	
Interest	$ 120,633	$ 14,224	$ 99,621	$ 6,789	$ -	$ 120,633	
Licenses & Fees	$ 82,177	$ 16,289	$ 60,377	$ 5,511	$ -	$ 82,177	
Professional Fees	$ 153,194	$ 45,364	$ 96,923	$ 10,907	$ -	$ 153,194	
Rent - Property	$ 292,111	$ 94,292	$ 186,708	$ 11,111	$ -	$ 292,111	
Repair & Maint	$ 264,950	$ 54,086	$ 199,078	$ 11,786	$ -	$ 264,950	
Supplies	$ 382,340	$ 90,786	$ 278,822	$ 12,732	$ -	$ 382,340	
Utilities	$ 103,651	$ 47,542	$ 52,182	$ 3,927	$ -	$ 103,651	
Donations	$ 8,748	$ 2,545	$ 5,567	$ 636	$ -	$ 8,748	
Fran Fees & Surcharges	$ 667,342	$ 91,453	$ 548,834	$ 27,054	$ -	$ 667,342	
Miscellaneous	$ 38,779	$ 11,288	$ 24,669	$ 2,822	$ -	$ 38,779	
Office Expense	$ 126,160	$ 36,701	$ 80,283	$ 9,175	$ -	$ 126,160	
Property Taxes	$ 23,370	$ 6,799	$ 14,872	$ 1,700	$ -	$ 23,370	
Travel	$ -	$ -	$ -	$ -	$ -	$ -	
Interest Income	$ (4,329)	$ (593)	$ (3,560)	$ (175)	$ -	$ (4,329)	
Sale of Assets	$ (4,303)	$ (590)	$ (3,539)	$ (174)	$ -	$ (4,303)	
State Income Taxes	$ 12,876	$ 1,765	$ 10,589	$ 522	$ -	$ 12,876	
Total Expenses	$ 9,272,677	$ 3,414,201	$ 5,502,496	$ 355,980	$ -	$ 9,272,677	

U.S. BUREAU OF LABOR STATISTICS

collection

Databases, Tables & Calculators by Subject

Special Notices *12/05/2023*

Change Output Options: From: 2014 To: 2024 GO

include graphs include annual averages

More Formatting Options

Data extracted on: April 19, 2024 (4:45:48 PM)

Employment, Hours, and Earnings from the Current Employment Statistics survey (National)

Series Id: CEU6056210008
Not Seasonally Adjusted
Series Title: Average hourly earnings of production and nonsupervisory employees, waste collection, not seasonally adjusted
Super Sector: Professional and business services
Industry: Waste collection
NAICS Code: 5621
Data Type: AVERAGE HOURLY EARNINGS OF PRODUCTION AND NONSUPERVISORY EMPLOYEES

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	18.09	18.07	18.28	18.29	18.30	18.33	18.25	18.37	18.62	18.62	18.57	18.47
2015	18.48	18.35	18.48	18.78	18.73	18.63	18.57	18.74	18.88	19.02	19.10	19.21
2016	19.27	19.21	19.20	19.23	19.47	19.45	19.53	19.62	19.62	19.43	19.40	19.31
2017	19.46	19.43	19.31	19.29	19.33	19.43	19.42	19.23	19.56	19.31	19.60	19.50
2018	19.53	19.41	19.66	19.51	19.76	19.81	19.68	19.76	20.09	20.15	20.03	20.22
2019	20.40	20.34	20.68	20.55	20.90	20.76	21.12	20.52	20.76	20.61	21.16	21.35
2020	20.90	21.27	21.33	21.12	21.34	21.59	21.77	21.97	22.52	22.40	22.55	23.07
2021	21.61	21.89	21.74	23.01	22.95	23.27	23.30	23.30	23.93	23.67	23.58	23.85
2022	23.95	23.98	23.83	23.67	23.77	23.95	24.08	24.47	24.45	24.07	24.24	24.54
2023	24.87	25.44	25.62	26.02	26.10	26.06	26.30	26.61	26.57	27.12	27.63	27.62
2024	27.82	28.30(P)										

P : preliminary

PPI Commodity Data

Series Id: WPU057303
Not Seasonally Adjusted
Series Title: PPI Commodity data for Fuels and related products and power-No. 2 diesel fuel, not seasonally adjusted
Group: Fuels and related products and power
Item: No. 2 diesel fuel
Base Date: 198200

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	308.5	322.0	318.1	318.7	316.5	308.8	307.8	306.9	302.3	283.4	272.3	229.9
2015	182.6	191.5	193.1	183.8	202.6	198.7	194.0	189.2	169.4	173.5	167.4	130.8
2016	119.2	113.4	119.4	123.6	144.4	155.4	157.6	149.8	163.1	159.7	157.0	158.8
2017	161.1	163.5	161.3	162.9	173.6	171.5	179.6	188.9	204.2	213.5	223.7	223.8
2018	229.4	226.5	224.8	231.8	251.1	261.4	256.9	254.3	262.5	271.7	264.8	232.7
2019	201.1	218.3	239.3	237.7	235.0	204.4	220.0	207.2	218.4	220.5	223.1	231.1
2020	214.5	193.3	169.7	123.6	108.3	137.8	179.2	191.0	177.5	187.3	201.1	224.6
2021	232.9	264.4	304.1	282.0	318.8	317.8	326.966	322.279	334.175	374.107	366.731	346.234
2022	365.449	415.354	503.052	528.256	587.939	665.720	568.603	497.425	548.658	605.641	585.306	419.191
2023	449.169	435.578	406.306	387.167	363.260	342.988	322.199	428.045	446.947	407.772	393.711	342.052(P)
2024	327.029(P)	383.567(P)	381.108(P)									

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

Series Id: WPU141301
Not Seasonally Adjusted
Series Title: PPI Commodity data for Transportation equipment-Truck and bus bodies sold separately, not seasonally adjusted
Group: Transportation equipment
Item: Truck and bus bodies sold separately
Base Date: 198212

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	229.3	229.6	230.6	230.8	231.4	231.4	231.8	231.8	231.8	232.7	232.7	232.7
2015	232.9	232.9	232.9	232.9	233.3	233.3	233.4	233.4	233.4	233.5	233.4	233.2
2016	233.8	234.1	234.0	234.1	234.3	234.4	234.7	235.0	234.9	235.0	235.1	235.2
2017	235.9	236.0	236.1	236.1	236.2	236.6	238.0	238.1	238.1	238.0	237.9	238.1
2018	239.5	240.4	240.9	242.2	242.9	243.8	245.5	247.1	247.9	249.8	250.5	250.9
2019	253.3	254.7	256.4	256.2	255.9	259.7	259.8	259.7	260.0	260.1	260.1	260.1
2020	258.0	257.8	258.0	258.0	258.5	258.5	260.1	260.6	260.6	260.6	260.7	261.9
2021	262.6	266.2	266.5	267.4	269.5	274.4	281.767	283.193	284.692	287.594	287.985	288.256
2022	300.746	302.458	305.268	305.112	327.563	328.129	329.537	330.385	329.693	334.114	333.809	333.840
2023	338.840	341.625	342.479	343.826	343.621	342.340	344.489	344.839	344.863	350.125	349.280	351.982(P)
2024	355.109(P)	355.209(P)	359.097(P)									

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

PPI Industry Data

Series Id: PCU333924333924
Series Title: PPI industry data for Industrial truck, trailer, and stacker mfg, not seasonally adjusted
Industry: Industrial truck, trailer, and stacker mfg
Product: Industrial truck, trailer, and stacker mfg
Base Date: 197912

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	225.4	226.2	226.2	227.1	229.6	230.2	230.2	230.1	230.2	230.2	230.2	230.2
2015	231.3	232.8	234.0	234.9	235.1	235.0	235.0	235.0	235.0	235.4	235.4	235.7
2016	235.7	236.3	236.5	236.9	237.3	237.3	237.4	238.4	238.5	238.5	238.6	238.6
2017	240.0	241.0	241.1	241.4	242.7	243.2	243.2	243.2	243.2	243.2	243.2	244.6
2018	244.2	245.9	247.4	247.5	249.2	249.4	250.3	252.4	254.8	255.1	255.5	255.4
2019	256.1	256.5	256.6	256.6	256.6	257.0	256.7	257.4	257.3	256.6	257.0	257.0
2020	258.6	258.9	259.0	258.8	258.7	258.7	258.6	258.7	258.9	259.0	259.1	261.3
2021	265.6	265.9	266.9	268.1	272.3	278.2	280.045	281.815	284.076	287.682	292.524	294.699
2022	297.866	298.856	299.688	311.502	312.557	312.919	314.233	314.280	314.482	315.695	323.637	323.701
2023	326.490	329.201	329.427	329.351	331.092	332.873	333.283	333.304	332.922	332.952	333.929	333.929(P)
2024	335.096(P)	335.097(P)	335.222(P)									

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURN400SA0
Not Seasonally Adjusted
Series Title: All items in West - Size Class B/C, all urban consumers, not seasonally adjusted
Area: West - Size Class B/C
Item: All items
Base Period: DECEMBER 1996=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199	162.042	163.257	165.088	166.813	168.425	169.267	169.477	169.977	171.226	172.214	172.722	167.642	164.471	170.814
2022	174.269	175.890	178.019	179.339	180.810	182.790	183.277	183.543	184.088	185.410	184.626	183.686	181.312	178.520	184.105
2023	184.717	185.968	187.301	188.008	188.833	189.295	189.737	190.368	191.238	191.321	190.409	190.095	188.941	187.354	190.528
2024	191.586	191.874	194.047												

U.S. BUREAU OF LABOR STATISTICS

Transfer

Databases, Tables & Calculators by Subject

Special Notices 12/05/2023

Change Output Options: From: 2014 To: 2024 GO

include graphs include annual averages

More Formatting Options

Data extracted on: April 19, 2024 (4:52:46 PM)

Employment, Hours, and Earnings from the Current Employment Statistics survey (National)

Series Id: CEU6056210008
Not Seasonally Adjusted
Series Title: Average hourly earnings of production and nonsupervisory employees, waste collection, not seasonally adjusted
Super Sector: Professional and business services
Industry: Waste collection
NAICS Code: 5621
Data Type: AVERAGE HOURLY EARNINGS OF PRODUCTION AND NONSUPERVISORY EMPLOYEES

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	18.09	18.07	18.28	18.29	18.30	18.33	18.25	18.37	18.62	18.62	18.57	18.47
2015	18.48	18.35	18.48	18.78	18.73	18.63	18.57	18.74	18.88	19.02	19.10	19.21
2016	19.27	19.21	19.20	19.23	19.47	19.45	19.53	19.62	19.62	19.43	19.40	19.31
2017	19.46	19.43	19.31	19.29	19.33	19.43	19.42	19.23	19.56	19.31	19.60	19.50
2018	19.53	19.41	19.66	19.51	19.76	19.81	19.68	19.76	20.09	20.15	20.03	20.22
2019	20.40	20.34	20.68	20.55	20.90	20.76	21.12	20.52	20.76	20.61	21.16	21.35
2020	20.90	21.27	21.33	21.12	21.34	21.59	21.77	21.97	22.52	22.40	22.55	23.07
2021	21.61	21.89	21.74	23.01	22.95	23.27	23.30	23.30	23.93	23.67	23.58	23.85
2022	23.95	23.98	23.83	23.67	23.77	23.95	24.08	24.47	24.45	24.07	24.24	24.54
2023	24.87	25.44	25.62	26.02	26.10	26.06	26.30	26.61	26.57	27.12	27.63	27.62
2024	27.82	28.30(P)										

P : preliminary

PPI Commodity Data

Series Id: WPU057303
Not Seasonally Adjusted
Series Title: PPI Commodity data for Fuels and related products and power-No. 2 diesel fuel, not seasonally adjusted
Group: Fuels and related products and power
Item: No. 2 diesel fuel
Base Date: 198200

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	308.5	322.0	318.1	318.7	316.5	308.8	307.8	306.9	302.3	283.4	272.3	229.9
2015	182.6	191.5	193.1	183.8	202.6	198.7	194.0	189.2	169.4	173.5	167.4	130.8
2016	119.2	113.4	119.4	123.6	144.4	155.4	157.6	149.8	163.1	159.7	157.0	158.8
2017	161.1	163.5	161.3	162.9	173.6	171.5	179.6	188.9	204.2	213.5	223.7	223.8
2018	229.4	226.5	224.8	231.8	251.1	261.4	256.9	254.3	262.5	271.7	264.8	232.7
2019	201.1	218.3	239.3	237.7	235.0	204.4	220.0	207.2	218.4	220.5	223.1	231.1
2020	214.5	193.3	169.7	123.6	108.3	137.8	179.2	191.0	177.5	187.3	201.1	224.6
2021	232.9	264.4	304.1	282.0	318.8	317.8	326.966	322.279	334.175	374.107	366.731	346.234
2022	365.449	415.354	503.052	528.256	587.939	665.720	568.603	497.425	548.658	605.641	585.306	419.191
2023	449.169	435.578	406.306	387.167	363.260	342.988	322.199	428.045	446.947	407.772	393.711	342.052(P)
2024	327.029(P)	383.567(P)	381.108(P)									

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

PPI Industry Data

Series Id: PCU3362123362121
Series Title: PPI industry data for Truck trailer mfg-Truck trailers and chassis, axle rating 10,000 lbs or more, not seasonally adjusted
Industry: Truck trailer mfg
Product: Truck trailers and chassis, axle rating 10,000 lbs or more
Base Date: 197912

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	215.1	215.1	215.5	215.6	215.8	217.4	217.1	217.1	217.2	218.0	217.9	218.2
2015	218.7	218.8	219.8	220.6	221.4	221.4	222.4	222.2	222.2	222.3	222.3	222.3
2016	223.2	223.2	223.2	220.9	220.9	220.9	221.9	221.9	221.9	221.4	220.9	220.9
2017	222.5	222.5	223.4	222.5	222.3	222.3	223.3	223.5	223.5	223.7	224.2	224.1
2018	226.8	228.3	230.5	231.1	231.1	231.6	235.4	235.6	236.6	239.8	240.8	240.9
2019	242.8	242.8	242.8	244.4	244.8	244.8	248.3	248.3	248.3	248.3	248.3	248.3
2020	247.5	247.5	247.5	245.4	245.4	245.4	243.6	242.9	246.7	248.0	248.3	247.7
2021	249.3	249.6	249.7	259.0	259.3	266.2	273.229	274.559	275.041	303.899	305.788	310.976
2022	327.634	347.367	349.979	355.156	356.702	357.575	360.030	360.423	360.970	361.391	361.167	361.560
2023	356.316	354.058	354.032	355.837	355.260	355.263	352.206	352.206	351.574	350.565	350.584	350.482(P)
2024	348.967(P)	351.175(P)	350.743(P)									

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

Series Id: PCU333924333924
Series Title: PPI industry data for Industrial truck, trailer, and stacker mfg, not seasonally adjusted
Industry: Industrial truck, trailer, and stacker mfg
Product: Industrial truck, trailer, and stacker mfg
Base Date: 197912

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	225.4	226.2	226.2	227.1	229.6	230.2	230.2	230.1	230.2	230.2	230.2	230.2
2015	231.3	232.8	234.0	234.9	235.1	235.0	235.0	235.0	235.0	235.4	235.4	235.7
2016	235.7	236.3	236.5	236.9	237.3	237.3	237.4	238.4	238.5	238.5	238.6	238.6
2017	240.0	241.0	241.1	241.4	242.7	243.2	243.2	243.2	243.2	243.2	243.2	244.6
2018	244.2	245.9	247.4	247.5	249.2	249.4	250.3	252.4	254.8	255.1	255.5	255.4
2019	256.1	256.5	256.6	256.6	256.6	257.0	256.7	257.4	257.3	256.6	257.0	257.0
2020	258.6	258.9	259.0	258.8	258.7	258.7	258.6	258.7	258.9	259.0	259.1	261.3
2021	265.6	265.9	266.9	268.1	272.3	278.2	280.045	281.815	284.076	287.682	292.524	294.699
2022	297.866	298.856	299.688	311.502	312.557	312.919	314.233	314.280	314.482	315.695	323.637	323.701
2023	326.490	329.201	329.427	329.351	331.092	332.873	333.283	333.304	332.922	332.952	333.929	333.929(P)
2024	335.096(P)	335.097(P)	335.222(P)									

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURN400SA0
Not Seasonally Adjusted
Series Title: All items in West - Size Class B/C, all urban consumers, not seasonally adjusted
Area: West - Size Class B/C
Item: All items
Base Period: DECEMBER 1996=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199	162.042	163.257	165.088	166.813	168.425	169.267	169.477	169.977	171.226	172.214	172.722	167.642	164.471	170.814
2022	174.269	175.890	178.019	179.339	180.810	182.790	183.277	183.543	184.088	185.410	184.626	183.686	181.312	178.520	184.105
2023	184.717	185.968	187.301	188.008	188.833	189.295	189.737	190.368	191.238	191.321	190.409	190.095	188.941	187.354	190.528
2024	191.586	191.874	194.047												

Waste Management
Lockwood Regional Landfill
2401 Canyon Way
Sparks, NV 89434
T: 775.343.7372
F: 775.342.2328

April 2, 2024

Mr. Jeff Tillman
General Manager
Douglas Disposal, Inc.
2140 Ruth Avenue
South Lake Tahoe, CA 96150

Dear Mr. Tillman,

We have contacted the Bureau of Labor Statistics and obtained the percentage change in the Consumer Price Index-U.S. City Average-Garbage and Trash Collection Series ID CUUR0000SEHG02 for the annual period of Year 2022 vs 2023. Per the Bureau of Labor Statistics, the annual percentage change in the Consumer Price Index increased 7.28% during this period.

Accordingly, pursuant to Section IV (b) of the agreement, the increase to disposal rates, which the company will put into effect as of April 15, 2024, will be 7.28%. Your rate will increase to $20.17 per ton from the current rate of $18.80 per ton.

Please call me if you have any questions at 775.343.7372.

Sincerely,

Jorge Ballesteros

CC:
Jonathan Crabtree
Kentry Tan
Maria Davis
Lisa Cassiano
Fabian Gillooly

Douglas Disposal
Disposal Rate at Lockwood Landfill
Effective 4/1/24

Index Point Change		Rate Calculation - MSW		Rate Calculation - RGC	
January Through December 2022	549.334	Current Net Tipping Fee	$18.80	Current Net Tipping Fee	$15.96
January Through December 2023	589.344	Increase %:	7.28%	Increase %:	7.28%
Change	40.009	**New Disposal Rate:**	**$20.17**	**New Disposal Rate:**	**$17.12**
CPI	**7.28%**				
CPI Min-Max	**3%-8%**				

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG02

Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2011 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.91	398.72	395.091
2012	398.88	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416	404.704
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.76	418.357	419.687	421.427	422.237	416.183
2014	422.44	422.483	423.413	425.393	425.242	425.93	426.562	426.771	427.327	427.995	427.808	428.187	425.796
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996	432.030
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745	439.427
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.82	453.596	449.089
2018	453.354	454.915	455.23	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.65	485.935	466.861
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	481.902
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.97	508.19	498.705
2021	512.722	517.27	518.505	518.579	516.44	517.202	521.185	524.408	529.934	530.114	529.053	532.538	522.329
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.09	563.816	565.185	549.334
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	589.344
2024	606.773	610.551											608.662

Exhibit 1
Service Rate Form 1
Residential Collection Service Rates
Carson Valley (Quarterly/Advance)
Effective 7/1/24

Douglas Disposal Inc.	Monthly Service Rate				Quarterly Service Rate			
	Collection Element	Disposal Element	Franchise Fee Element	Total	Collection Element	Disposal Element	Franchise Fee Element	Total
1 (32-gallon)	$ 15.63	$ 2.18	$ 1.41	$ 19.22	$ 46.89	$ 6.54	$ 4.23	$ 57.66
2 (32-gallon)	$ 20.80	$ 4.36	$ 1.99	$ 27.15	$ 62.40	$ 13.08	$ 5.97	$ 81.45
3 (32-gallon)	$ 29.81	$ 6.54	$ 2.87	$ 39.22	$ 89.43	$ 19.62	$ 8.61	$ 117.66
4 (32-gallon)	$ 41.60	$ 8.71	$ 3.97	$ 54.28	$ 124.80	$ 26.13	$ 11.91	$ 162.84
voucher (32-45 gallon)	$ 3.50	$ 2.49	$ 0.46	$ 6.45	N/A	N/A	N/A	N/A
1 (45-gallon)	$ 18.66	$ 2.80	$ 1.70	$ 23.16	$ 55.98	$ 8.40	$ 5.10	$ 69.48
2 (45-gallon)	$ 24.59	$ 5.60	$ 2.38	$ 32.57	$ 73.77	$ 16.80	$ 7.14	$ 97.71
3 (45-gallon)	$ 33.90	$ 8.40	$ 3.33	$ 45.63	$ 101.70	$ 25.20	$ 9.99	$ 136.89
4 (45-gallon)	$ 47.98	$ 11.20	$ 4.67	$ 63.85	$ 143.94	$ 33.60	$ 14.01	$ 191.55
mini (15-20 gallon)	$ 13.10	$ 1.06	$ 1.13	$ 15.29	$ 39.30	$ 3.18	$ 3.39	$ 45.87
tote (90-gallon)	$ 20.38	$ 6.54	$ 2.11	$ 29.03	$ 61.14	$ 19.62	$ 6.33	$ 87.09

Exhibit 1
Service Rate Form 2

Commercial Collection Service Rates
Carson Valley (Per Collection/Arrears)
7/1/24

Douglas Disposal Inc.	Service Rate per Pick Up			
	Collection Element	Disposal Element	Franchise Fee	Total
Cans				
32-gal can/bag	$ 4.73	$ 0.50	$ 0.42	$ 5.65
extra 32-gal can/bag	$ 4.73	$ 0.50	$ 0.42	$ 5.65
45-gal can	$ 5.56	$ 0.65	$ 0.49	$ 6.70
extra 45-gal can	$ 5.56	$ 0.65	$ 0.49	$ 6.70
tote (90-gallon)	$ 5.70	$ 1.51	$ 0.57	$ 7.78
extra tote (90-gallon)	$ 5.70	$ 1.51	$ 0.57	$ 7.78
Per Cubic Yd				
1-yd	$ 12.05	$ 3.02	$ 1.19	$ 16.26
extra cubic yard	$ 12.05	$ 3.02	$ 1.19	$ 16.26
compacted rate per cubic yard	$ 26.50	$ 6.64	$ 2.61	$ 35.75
extra compacted cubic yard	$ 26.50	$ 6.64	$ 2.61	$ 35.75
Permanent Drop Boxes				
6-yd	$ 230.17	$ 18.11	$ 19.76	$ 268.04
10-yd special	$ 469.63	$ 183.12	$ 51.13	$ 703.88
15-yd	$ 446.49	$ 42.27	$ 38.85	$ 527.61
20-yd	$ 577.83	$ 60.38	$ 50.70	$ 688.91
25-yd	$ 643.84	$ 71.55	$ 56.81	$ 772.20
30-yd	$ 687.62	$ 87.18	$ 61.47	$ 836.27

Exhibit 2
Service Rate Form

Transfer Station Service Rates
7/1/24

Douglas Disposal Inc.	Transfer Station Service Rates			
	Operation & Hauling Element	Landfill Element	Franchise Fee Element	Total
Rates per Ton				
Solid Waste per Ton	$ 95.11	$ 20.17	$ 9.22	$ 124.50
Green Waste per Ton	$ 42.79	$ 8.00	$ 4.06	$ 54.85
Rates per Yard (only used if scales are down)				
Solid Waste per Yard	$ 10.85	$ 1.51	$ 0.99	$ 13.35
Green Waste per Yard	$ 2.37	$ 1.33	$ 0.30	$ 4.00
Inerts per Yard	$ 41.93	$ 14.04	$ 4.48	$ 60.45
Rates per Can (only used if scales are down)				
Solid Waste	$ 1.23	$ 0.35	$ 0.12	$ 1.70
Rates per Item				
Refrigerator	$ 11.85	$ 8.53	$ 4.62	$ 25.00
TV/Monitor	$ 5.46	$ 7.66	$ 1.88	$ 15.00
Propane (5 gal)	$ -	$ 6.94	$ 0.56	$ 7.50
Additional Propane Tank	$ -	$ 1.39	$ 0.11	$ 1.50
Freon Cylinders	$ -	$ 23.15	$ 1.85	$ 25.00
PCB/Ballast	$ -	$ 10.09	$ 0.81	$ 10.90
Florescent Bulbs	$ -	$ 0.97	$ 0.08	$ 1.05
Cat/Dog	$ -	$ 11.11	$ 0.89	$ 12.00

Douglas Disposal Inc.
Rate Schedule
July 1, 2024

	Old Monthly Rate	$ Increase	New Monthly Rate	% Increase	Old Quarterly Rate	$ Increase	New Quarterly Rate	% Increase
Residential Collection Service Rates								
1 (32-gallon)	$ 18.63	$ 0.59	$ 19.22	3.17%	$ 55.89	$ 1.77	$ 57.66	3.17%
2 (32-gallon)	$ 26.29	$ 0.86	$ 27.15	3.27%	$ 78.87	$ 2.58	$ 81.45	3.27%
3 (32-gallon)	$ 37.98	$ 1.24	$ 39.22	3.26%	$ 113.94	$ 3.72	$ 117.66	3.26%
4 (32-gallon)	$ 52.59	$ 1.69	$ 54.28	3.21%	$ 157.77	$ 5.07	$ 162.84	3.21%
voucher (32-gallon)	$ 6.24	$ 0.21	$ 6.45	3.37%	n/a	n/a	n/a	
mini (15-20 gallon)	$ 14.82	$ 0.47	$ 15.29	3.17%	$ 44.46	$ 1.41	$ 45.87	3.17%
tote (90-gallon)	$ 28.10	$ 0.93	$ 29.03	3.31%	$ 84.30	$ 2.79	$ 87.09	3.31%
Animal resistant tote (35-gal) NEW			$ 22.74					
Animal resistant tote (90-gal)	$ 33.39	$ 1.11	$ 34.50	3.31%				
House Service (in additon to above rates)	$ 22.48	$ 0.74	$ 23.22	3.31%				

COMMERCIAL

Cans				
32-gal can/bag	$ 5.47	$ 0.18	$ 5.65	3.29%
extra 32-gal can/bag	$ 5.47	$ 0.18	$ 5.65	3.29%
tote (90-gallon)	$ 7.53	$ 0.25	$ 7.78	3.32%
extra tote (90-gallon)	$ 7.53	$ 0.25	$ 7.78	3.32%
Per Cubic Yd				
1-yd	$ 15.74	$ 0.52	$ 16.26	3.30%
extra cubic yard	$ 15.74	$ 0.52	$ 16.26	3.30%
compacted rate per cubic yard	$ 34.62	$ 1.13	$ 35.75	3.26%
extra compacted cubic yard	$ 34.62	$ 1.13	$ 35.75	3.26%

Permanent Drop Boxes	RRI		RRI		Increase (Decrease)	Area A Rate	% Increase (Decrease)	Increase (Decrease)	Area B Rate	% Increase (Decrease)
6-yd	$ 259.93	$ 8.11	$ 268.04	3.12%	(73.04)	195.00	-27.25%	(19.76)	248.28	-7.37%
10-yd special	$ 680.96	$ 22.92	$ 703.88	3.37%	(54.35)	649.53	-7.72%	(54.35)	649.53	-7.72%
15-yd	$ 511.58	$ 16.03	$ 527.61	3.13%	(188.61)	339.00	-35.75%	(98.61)	429.00	-18.69%
20-yd	$ 667.92	$ 20.99	$ 688.91	3.14%	(295.91)	393.00	-42.95%	(205.91)	483.00	-29.89%
25-yd	$ 748.64	$ 23.56	$ 772.20	3.15%	(288.20)	484.00	-37.32%	(198.20)	574.00	-25.67%
30-yd	$ 810.63	$ 25.64	$ 836.27	3.16%	(262.27)	574.00	-31.36%	(172.27)	664.00	-20.60%

Area B rates apply to locations south of Leviathan Mine Rd on US 395

TRANSFER	Old Rate	$ Increase	New Rate	% Increase
Rates per Ton				
Solid Waste per Ton	$ 119.40	$ 5.10	$ 124.50	4.27%
Green Waste per Ton	$ 53.65	$ 1.20	$ 54.85	2.24%
Rates per Yard (only used if scales are down)				
Solid Waste per Yard	$ 12.90	$ 0.45	$ 13.35	3.49%
Green Waste per Yard	$ 3.90	$ 0.10	$ 4.00	2.56%
Inerts per Yard	$ 57.60	$ 2.85	$ 60.45	4.95%
Rates per Can (only used if scales are down)				
Solid Waste	$ 1.60	$ 0.10	$ 1.70	6.25%
Rates per Item				
Untarped load fee (NEW)			$ 25.00	
Refrigerator	$ 25.00	$ -	$ 25.00	0.00%
TV/Monitor (more than one)	$ 15.00	$ -	$ 15.00	0.00%
Propane (5 gal)	$ 7.50	$ -	$ 7.50	0.00%
Additional Propane Tank	$ 1.50	$ -	$ 1.50	0.00%
Freon Cylinders	$ 25.00	$ -	$ 25.00	0.00%
PCB/Ballast	$ 10.90	$ -	$ 10.90	0.00%
Florescent Bulbs	$ 1.05	$ -	$ 1.05	0.00%
Cat/Dog	$ 12.00	$ -	$ 12.00	0.00%

AGENDA ITEM NO. 11.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion on the reorganization of the Douglas County Community Development Department, including the elimination of a Development Coordinator position (Pay Grade 109) and replacing it with a Development Coordinator Senior position (Pay Grade 110). (Andrea Pawling)

RECOMMENDED MOTION:
Approve the reorganization of the Douglas County Community Development Department, including replacing a Development Coordinator position with a Development Coordinator Senior position, as presented.

FINANCIAL IMPACT:
There is no change in the number of full-time employees (FTE) resulting from this reorganization. The existing Pay Grade 109 is $25.78 to $36.10. The proposed Pay grade 110 is $28.17 to $39.44. Any potential increase in compensation costs will be covered by the Department's existing approved budget for Fiscal Year 2024-25 in the General Fund and GL Account #101-511 510.000. It is estimated that the professional service savings resulting from this reorganization would be a minimum of $20,000 annually and could be more once the position is established and the programming of the permitting software is underway. Also, this position will replace a current Development Coordinator position so this would be a promotional opportunity at a 10% increase. The Department estimates the total salaries and benefits difference is approximately $9,044.80 more than the current position, providing at least $10,000 in savings to the Department for this proposed position.

BACKGROUND:
This proposal addresses a need to restructure the Douglas County Community Development Department for efficiency and workload purposes. Staff are proposing the reorganization of the Douglas County Community Development Department, including the elimination of a Development Coordinator position (Pay Grade 109) and replacing it with a Development Coordinator Senior position (Pay Grade 110). There is no change in the number of full-time employees (FTE) resulting from this reorganization.

This Development Coordinator Senior position is necessary and will provide a needed value to the Community Development Team because of the need for an internal staff member to oversee and provide programming for our permitting software. This position will oversee, update, and maintain the department website frequently and manage the training of internal and external staff to the proper processing of permitting and use of the overall permitting software for a consistent and managed database.

The Department needs a position that will spend the majority of the employee's time organizing the permitting software processing and making it more efficient for staff and County citizens/customers to use. This position will be responsible for the overall project management of the permitting software for use in residential, non-residential, and discretionary permitting in Engineering, Planning, Building, and/or Code Enforcement/Vacation Home Rental Divisions within the Community Development Department.

This senior position will be key in the training and development of current staff, new staff coming into the department, and outside users like public works, the fire department, and towns. The Development Coordinator Senior position will assist with the various duties pertaining to the Community Development Department's processes, daily tasks, dashboard data monitoring, and broadcasting the information to the public through the website.

Having one go-to training person in the department, will enhance training and oversight of all project management and software relating to permitting and applications, while providing support to the technical staff, outside users, and boards reviewing such permits and reported information; and coordinating the processing of permit applications to ensure consistent and timely review from all agencies. It serves as the direct point of contact in the updating and implementation of the department’s permitting software to our partners in towns, public works, fire departments, and the Carson City Health Department with the coordination of information on the department’s website.

The proposed reorganization will lead to savings in the county budget. Again, there is no change in the number of full-time employees resulting from this reorganization. The reorganization will allow for a position that can create professional service savings at a minimum of $20,000 annually, and the amount of savings may increase once the position is established and the programming of the permitting software is underway.

ATTACHMENTS:
Reorganization Memorandum (Community Development)- 07.09.24.pdf
DC Pay Plan (Updated 1-6-24).pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Andrea Pawling
DEPUTY DIRECTOR

775-782-6210
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement
Vacation Home Rental Division

Memorandum

To: Tom Dallaire, Director of Community Development
From: Andrea Pawling, Deputy Director of Community Development
Date: May 30, 2024
Subject: Reorganization of the Douglas County Community Development Department

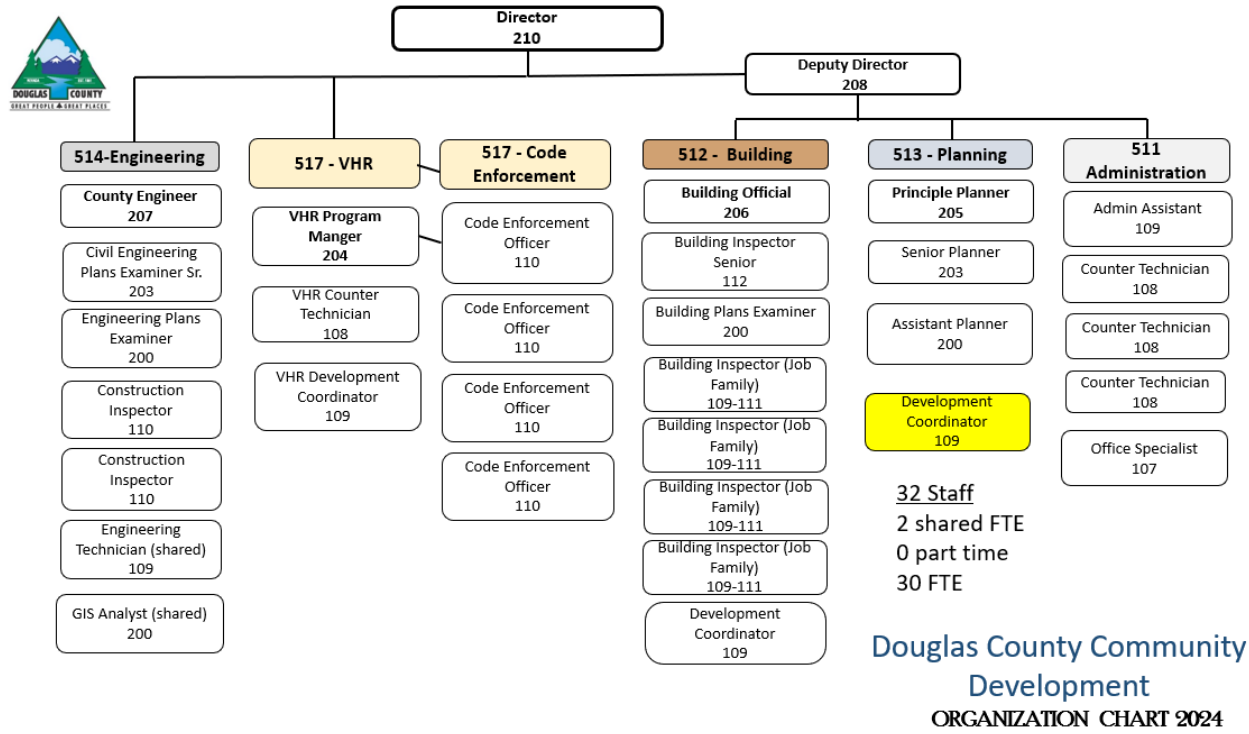
This memorandum is a proposal for the need to restructure the Douglas County Community Development Department for efficiency and workload purposes. We are proposing the reorganization of the Douglas County Community Development Department, including the elimination of a Development Coordinator position (pay grade 109) and replacing it with a Development Coordinator Senior position (pay grade 110). There is no change in the number of full-time employees (FTE) resulting from this reorganization.

This Development Coordinator Senior position is necessary and would provide a needed value to the Community Development Team because of the need for an internal staff member to oversee and provide programming for our permitting software. This position will oversee, update, and maintain our department website frequently and manage the training of internal and external staff to the proper processing of permitting and use of the overall permitting software for a consistent and managed database. We need a position that will spend the majority of their time organizing the permitting software processing and making it more efficient for staff and our customers to use. This position will be responsible for the overall project management of the permitting software for use in residential, non-residential, and discretionary permitting in Engineering, Planning, Building, and/or Code Enforcement/Vacation Home Rental Divisions within the Community Development Department. This senior position will be key in the training and development of current staff, new staff coming into the department, and outside users like public works, the fire department, and towns. The Development Coordinator Senior position will assist with the various duties pertaining to the Community Development Department's processes, daily tasks, dashboard data monitoring, and broadcasting the information to the public through the website.

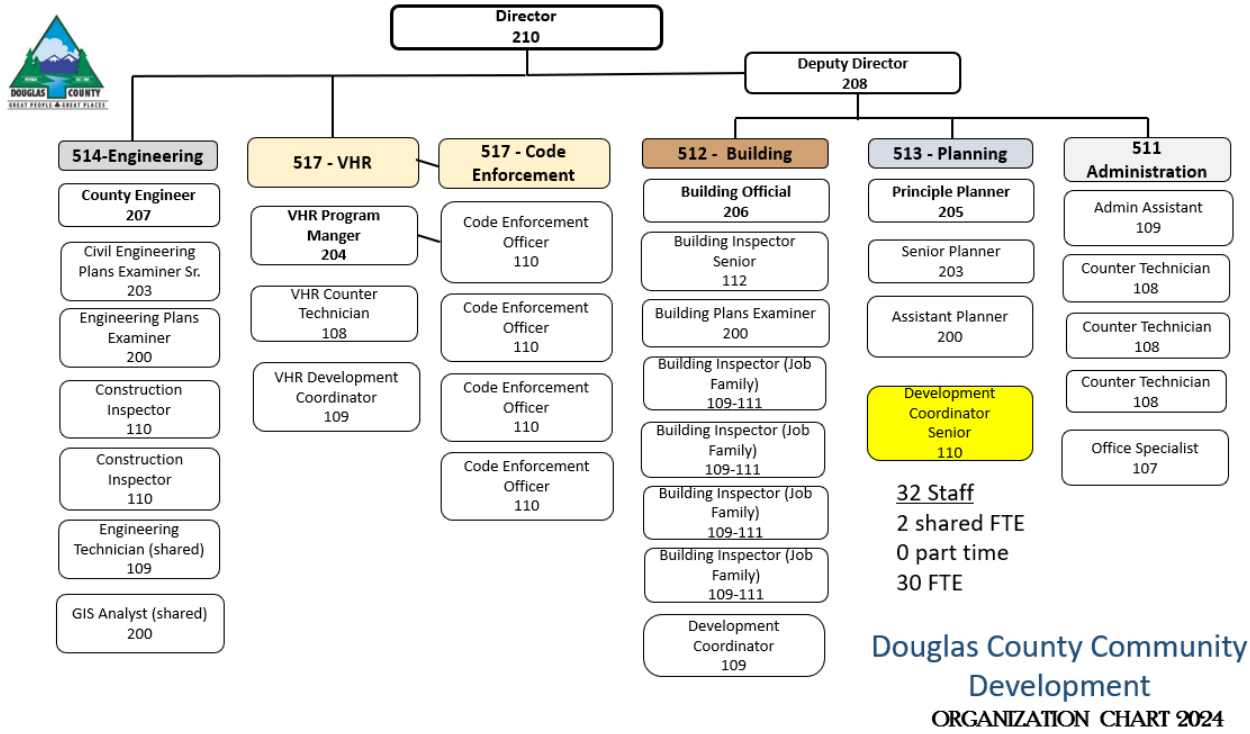
Having one go-to training person in the department, will enhance training and oversight of all project management and software relating to permitting and applications, while providing support to the technical staff, outside users, and boards reviewing such permits and reported information; and coordinating the processing of permit applications to ensure consistent and timely review from all agencies. It serves as the direct point of contact in the updating and implementation of the department's permitting software to our partners in towns, public works, fire departments, and the Carson City Health Department with the coordination of information on the department's website.

Our proposed reorganization will lead to savings in the county budget. Again, there is no change in the number of full-time employees (FTE) resulting from this reorganization. Pay grade 109 is $25.78 to $36.10. Pay grade 110 is $28.17 to $39.44 for a difference of ($2.39 – $3.34 per hour or roughly $4,971.20 – $6,947.20 annually plan benefits). Any potential increase in compensation costs will be covered by the Department's existing approved budget for FY 24-25 in the General Fund and GL Account #101-511 510.000. It is estimated that the professional service savings for this additional position would be a minimum of $20k savings and could be more once the position is established and the programming of the permitting software is underway. Also, this position would be replacing a current Development Coordinator position so this would be a promotional opportunity at a 10% increase. We estimated the total salaries and benefits difference is approximately $9,044.80 more than the current position, providing at least $10,000 in savings to the department for this proposed position.

Current Organizational Structure



Proposed Organizational Structure



Douglas County Pay Plan
Non-Exempt
Effective October 28, 2023; Updated November 2, 2023; Updated January 6, 2024

GRADE	TITLE	CLASS CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
100	Library Page	2530	$12.69	$13.96	$15.23	$26,395.20	$29,036.80	$31,678.40
100	Recreation Aide	3090	$12.69	$13.96	$15.23	$26,395.20	$29,036.80	$31,678.40
101	*vacant grade - no classifications assigned*		$13.86	$15.25	$16.63	$28,828.80	$31,720.00	$34,590.40
102	*vacant grade - no classifications assigned*		$14.49	$16.66	$18.83	$30,139.20	$34,652.80	$39,166.40
103	*vacant grade - no classifications assigned*		$15.83	$18.20	$20.57	$32,926.40	$37,856.00	$42,785.60
104	*vacant grade - no classifications assigned*		$17.28	$19.88	$22.47	$35,942.40	$41,350.40	$46,737.60
105	Animal Care Assistant	1150	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Community Relations Intern	3677	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Food Services Worker	2100	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Homemaker	2160	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Mail Services Technician	2580	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Maintenance Assistant	2610	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Parks Maintenance Assistant	2600	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Recreation Leader	3130	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
105	Town Maintenance Assistant	2610	$18.89	$21.73	$24.55	$39,291.20	$45,198.40	$51,064.00
106	Apprentice Court Clerk	1580	$20.63	$23.73	$26.82	$42,910.40	$49,358.40	$55,785.60
106	Driver	3470	$20.63	$23.73	$26.82	$42,910.40	$49,358.40	$55,785.60
106	Office Assistant	2820	$20.63	$23.73	$26.82	$42,910.40	$49,358.40	$55,785.60
107	Accounting Clerk	1020	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Assessor Clerk	1250	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Court Records Technician	1730	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Culinary Specialist	3110	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Deputy Recording Clerk	1750	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Food Services Worker Senior	2080	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Library Technician	2560	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Office Specialist	2840	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Parks Maintenance Specialist	2605	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Recreation Leader Senior	3140	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Security Officer	3210	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Sheriff's Records & Licensing Technician	3230	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Town Maintenance Specialist	2680	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Town Sanitation Specialist	1650	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Transportation Specialist	3385	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
107	Utility Systems Technician Trainee	3460	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80

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107	Weed Control Maintenance Specialist	2700	$22.55	$25.93	$29.31	$46,904.00	$53,934.40	$60,964.80
108	Accounting Clerk Senior	1030	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Accounting Specialist	1050	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Animal Services Officer	1170	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Appraiser Trainee	1210	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Assessor Clerk Senior	1230	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Counter Technician	1685	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Court Advocacy Program Assistant	2005	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Deputy Treasurer	1765	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Domestic Violence Coordinator	1980	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Fleet Services Technician	1240	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Library Technician Senior	2550	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Outdoor Program Specialist	3400	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Portable Event Recording Device Technician	2055	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Records Management Clerk	3060	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Secretary	3190	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
108	Warrants & Extradition Specialist	3610	$23.61	$28.32	$33.04	$49,108.80	$58,905.60	$68,723.20
109	Administrative Assistant	1090	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Alternative Sentencing Specialist	1140	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Building Inspector I	1340	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Case Manager	1430	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Community Relations Specialist	1615	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Deputy Bailiff	1775	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Deputy Clerk	1750	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Deputy Court Clerk	1820	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Development Coordinator	1890	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Electrical Instrumentation Technician	2240	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Emergency Communications Specialist	3030	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Engineering Technician	2031	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Evidence Technician	2050	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Legal Secretary	2470	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Maintenance Specialist	2670	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Park Ranger	2910	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Recreation Specialist	1380	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00

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109	Road Maintenance Operator	3170	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Stormwater Maintenance Operator	1935	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Town Maintenance Specialist Senior	2720	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Utility Systems Technician I	3430	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Youth Detention Counselor	3540	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
109	Youth Program Officer I	3620	$25.78	$30.94	$36.10	$53,622.40	$64,355.20	$75,088.00
110	Accounting Purchasing Specialist	1055	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Administrative Assistant to the Board	1095	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Airport Operations Specialist	3493	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Alternative Sentencing Officer	1130	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Background/PREA Investigator	1315	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Code Enforcement Officer	1590	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Construction Inspector	1680	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Court IT Systems Technician	2225	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Deputy Clerk Coordinator - Elections	1835	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Deputy Clerk Senior	1745	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Deputy Court Clerk Senior	1540	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Deputy Public Guardian	3670	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Deputy Treasurer Senior	1785	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Emergency Communications Specialist Senior	3035	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Fleet Services Master Technician	2785	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	GIS Technician	1120	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Human Resources Coordinator	2180	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	IT Support Specialist	1915	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Legal Secretary Senior	2460	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Maintenance Specialist Senior	2690	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Management Analyst	1310	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Medical Coordinator	3530	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Park Ranger Senior	2920	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Payroll Coordinator	2940	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Road Maintenance Operator Senior	3180	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Road Sign Maintenance Specialist	3240	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Telecommunications and RF Technician	3380	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
110	Victim/Witness Coordinator	2450	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20

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110	Youth Program Officer II	3625	$28.17	$33.81	$39.44	$58,593.60	$70,324.80	$82,035.20
111	Building Inspector II	1345	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	Department Systems IT Coordinator	2230	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	Fleet Services Master Technician Senior	2590	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	Investigator-DA	2300	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	IT Support Coordinator	1925	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	Juvenile Probation Officer	2400	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	Librarian	2490	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	Road Maintenance Coordinator	1400	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
111	Utility Systems Technician II	3440	$30.77	$36.93	$43.09	$64,001.60	$76,814.40	$89,627.20
112	Building Inspector Senior	1355	$33.62	$40.35	$47.07	$69,929.60	$83,928.00	$97,905.60
112	Juvenile Probation Officer Senior	2410	$33.62	$40.35	$47.07	$69,929.60	$83,928.00	$97,905.60
112	Utility Systems Technician Senior	3450	$33.62	$40.35	$47.07	$69,929.60	$83,928.00	$97,905.60
113	*vacant grade - no classifications assigned*		$35.27	$44.09	$52.89	$73,361.60	$91,707.20	$110,011.20
114	Investigator-DA Senior	2310	$38.53	$48.16	$57.79	$80,142.40	$100,172.80	$120,203.20
114	Public Health Nurse	3660	$38.53	$48.16	$57.79	$80,142.40	$100,172.80	$120,203.20
115	*vacant grade - no classifications assigned*		$42.09	$52.61	$63.14	$87,547.20	$109,428.80	$131,331.20
116	*vacant grade - no classifications assigned*		$45.99	$57.48	$68.97	$95,659.20	$119,558.40	$143,457.60

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200	Accountant	1000	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Appraiser	1190	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Assistant Planner	2950	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Building Plans Examiner	1390	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Civil Engineering Plans Examiner	3100	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	GIS Analyst	2150	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Human Resources Analyst	2170	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Recreation Coordinator	3120	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Substance Abuse Counselor	1490	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
200	Youth Services Case Manager	3570	$30.05	$36.05	$42.06	$62,504.00	$74,984.00	$87,484.80
201	Chief Deputy Recorder	1875	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Court Operations Supervisor	1960	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Culinary Supervisor	1700	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Emergency Management Coordinator	2023	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Food Services Supervisor	2090	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Grants Administrator	1015	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Town Maintenance Supervisor - Gardnerville	3510	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Transportation Supervisor	3390	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
201	Youth Services Case Manager Senior	3590	$32.45	$38.94	$45.43	$67,496.00	$80,995.20	$94,494.40
202	Accountant Senior	1010	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Administrative Services Manager	2850	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Adult Day Care Program Supervisor	3662	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Animal Services & Care Supervisor	1160	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Appraiser Senior	1180	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Budget Analyst	1260	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Client Care Manager	2085	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Department DBA/Application Developer/IT Coordinator	2880	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Judicial Executive Assistant	1060	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Library Supervisor	2510	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Licensed Social Worker	2835	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Parks Supervisor	2930	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Recreation Supervisor	3160	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Sheriff's Records Manager	1950	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Stormwater Maintenance Supervisor	1945	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80

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202	Systems Analyst	1331	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Town Maintenance Supervisor - Minden	3490	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Town Manager - Genoa	2130	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Weed Control Program Supervisor	3500	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
202	Youth Services Supervisor	1610	$35.04	$42.05	$49.06	$72,883.20	$87,464.00	$102,044.80
203	Accounting Operations Supervisor	1025	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	Chief Deputy Appraiser	1200	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	Civil Engineering Plans Examiner Senior	1570	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	DBA/Application Developer	3664	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	Economic Vitality Manager	1320	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	GIS Analyst Senior	2140	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	Judicial Fiscal Management Analyst	1110	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	Planner	2990	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	Service Desk Supervisor	1626	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
203	Systems Administrator	1080	$37.85	$45.42	$52.98	$78,728.00	$94,473.60	$110,198.40
204	Civil Engineer	1560	$40.87	$49.05	$57.22	$85,009.60	$102,024.00	$119,017.60
204	Community Relations Manager	1620	$40.87	$49.05	$57.22	$85,009.60	$102,024.00	$119,017.60
204	Emergency Communications Supervisor	1360	$40.87	$49.05	$57.22	$85,009.60	$102,024.00	$119,017.60
204	GIS Supervisor	2145	$40.87	$49.05	$57.22	$85,009.60	$102,024.00	$119,017.60
204	Human Resources Analyst Senior	2190	$40.87	$49.05	$57.22	$85,009.60	$102,024.00	$119,017.60
204	Project Manager	3020	$40.87	$49.05	$57.22	$85,009.60	$102,024.00	$119,017.60
204	Vacation Home Rental Program Manager	1585	$40.87	$49.05	$57.22	$85,009.60	$102,024.00	$119,017.60
205	Advanced Practice Registered Nurse/Nurse Practitioner	3661	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Assistant County Clerk	1275	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Civil Engineer Senior	1550	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Deputy Chief Juvenile Probation Officer	1500	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Election Administrator	1255	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Fleet and Facilities Manager	3480	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Licensed Clinical Social Worker	1295	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Manager of Community Services	2260	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Manager of Court Advocacy Programs	1420	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Manager of Social Services	2750	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Parks Superintendent	3270	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	PREA/Dorm Manager	3600	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00

Douglas County Pay Plan
Exempt
Effective October 28, 2023; Updated November 2, 2023; Updated January 6, 2024

GRADE	TITLE	CLASS CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
205	Principal Planner	2980	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Public Guardian	3650	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Stormwater Program Manager	1940	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Substance Abuse Counselor Supervisor	3250	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Systems Engineer Senior	2775	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Training and Development Manager	2870	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Wastewater Operations Manager	1885	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Water Operations Manager	1880	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Youth Detention Manager	3555	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
205	Youth Services Program Manager	3560	$44.14	$52.97	$61.80	$91,811.20	$110,177.60	$128,544.00
206	Airport Manager	3495	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
206	Assistant County Treasurer	1265	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
206	Building Official	1370	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
206	Chief of Staff	1712	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
206	Court Information Technology Mgr.	1720	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
206	Finance Manager	1285	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
206	Manager Technology Infrastructure & Operations	2730	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
206	Superintendent Town Public Works	3260	$47.67	$57.21	$66.74	$99,153.60	$118,996.80	$138,819.20
207	Assistant Court Administrator	2355	$51.49	$61.79	$72.08	$107,099.20	$128,523.20	$149,926.40
207	Assistant Director Community Services	1300	$51.49	$61.79	$72.08	$107,099.20	$128,523.20	$149,926.40
207	Assistant Director Juvenile Camp Services	1290	$51.49	$61.79	$72.08	$107,099.20	$128,523.20	$149,926.40
207	County Engineer	2030	$51.49	$61.79	$72.08	$107,099.20	$128,523.20	$149,926.40
207	Emergency Communications Manager	2022	$51.49	$61.79	$72.08	$107,099.20	$128,523.20	$149,926.40
207	Transportation Engineering Manager	3665	$51.49	$61.79	$72.08	$107,099.20	$128,523.20	$149,926.40
208	Deputy Director	2000	$53.38	$66.73	$80.07	$111,030.40	$138,798.40	$166,545.60
209	Chief Alternative Sentencing Officer	1440	$57.65	$72.06	$86.48	$119,912.00	$149,884.80	$179,878.40
210	Chief Financial Officer	1280	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Chief Juvenile Probation Officer	1530	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Chief Technology Officer	1920	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Court Administrator	2350	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Director of Community Development	1900	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Director of Community Services/Parks & Recreation	1910	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Director of Emergency Management	2020	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Director of Human Resources	2200	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00

Douglas County Pay Plan
Exempt
Effective October 28, 2023; Updated November 2, 2023; Updated January 6, 2024

GRADE	TITLE	CLASS CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
210	Director of Juvenile Camp Services	1930	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Director of Public Works	3050	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Library Director	2520	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Town Manager - Gardnerville	2120	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Town Manager - Minden	2125	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
210	Undersheriff	3410	$62.87	$82.36	$101.85	$130,769.60	$171,308.80	$211,848.00
211	*vacant grade - no classifications assigned*		$73.33	$91.67	$109.99	$152,526.40	$190,673.60	$228,779.20
212	Assistant County Manager	1711	$79.20	$99.00	$118.80	$164,736.00	$205,920.00	$247,104.00
213	County Manager	1710	$99.00	$123.74	$148.49	$205,920.00	$257,379.20	$308,859.20
214	*vacant grade - no classifications assigned*		$106.91	$133.64	$160.37	$222,372.80	$277,971.20	$333,569.60

Douglas County Pay Plan
Attorney
Effective October 28, 2023; Updated November 2, 2023; Updated January 6, 2024

GRADE	TITLE	CLASS CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
300	Law Clerk	2430	$36.09	$41.50	$46.91	$75,067.20	$86,320.00	$97,572.80
301	Law Clerk Senior/Staff Attorney	2440	$40.00	$48.00	$56.00	$83,200.00	$99,840.00	$116,480.00
302	Deputy District Attorney I	1780	$45.29	$54.35	$63.41	$94,203.20	$113,048.00	$131,892.80
303	Deputy District Attorney II	1790	$51.92	$62.30	$72.69	$107,993.60	$129,584.00	$151,195.20
304	Deputy District Attorney III	1800	$61.33	$73.60	$85.86	$127,566.40	$153,088.00	$178,588.80
305	Chief Deputy DA	1470	$64.28	$80.35	$96.42	$133,702.40	$167,128.00	$200,553.60

Douglas County Pay Plan

DCSPA & DCSPA-SBU

Effective July 1, 2023

Hourly

TITLE	CLASS CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
Deputy Sheriff I	1840	$28.37	$29.25	$30.15	$31.08	$32.04	$33.03	$34.06	$35.11	$36.20	$37.31	$38.47	N/A
Deputy Sheriff II	1850	$29.86	$30.78	$31.74	$32.71	$33.73	$34.77	$35.85	$36.95	$38.10	$39.27	$40.49	N/A
Investigator	2285	$33.99	$35.04	$36.12	$37.25	$38.39	$39.58	$40.81	$42.07	$43.38	$44.71	$46.10	$47.52
Sergeant	3220	N/A	$46.21	$47.64	$49.11	$50.63	$52.19	$53.81	$55.47	N/A	N/A	N/A	N/A

Annual

TITLE	CLASS CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
Deputy Sheriff I	1840	$59,009.60	$60,840.00	$62,712.00	$64,646.40	$66,643.20	$68,702.40	$70,844.80	$73,028.80	$75,296.00	$77,604.80	$80,017.60	N/A
Deputy Sheriff II	1850	$62,108.80	$64,022.40	$66,019.20	$68,036.80	$70,158.40	$72,321.60	$74,568.00	$76,856.00	$79,248.00	$81,681.60	$84,219.20	N/A
Investigator	2285	$70,699.20	$72,883.20	$75,129.60	$77,480.00	$79,851.20	$82,326.40	$84,884.80	$87,505.60	$90,230.40	$92,996.80	$95,888.00	$98,841.60
Sergeant	3220	N/A	$96,116.80	$99,091.20	$102,148.80	$105,310.40	$108,555.20	$111,924.80	$115,377.60	N/A	N/A	N/A	N/A

DCSAPA

Effective October 2023; Updated November 2, 2023

GRADE	TITLE	CLASS CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
209	Captain	1410	$55.43	$69.29	$83.15	$115,294.40	$144,123.20	$172,952.00

AGENDA ITEM NO. 12.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve the reorganization of the Community Services Department by replacing the Assistant Director with a Deputy Director position and approve the addition of the Public Guardian's Office in the department. (Brook Adie)

RECOMMENDED MOTION:
Approve the reorganization of the Community Services Department by replacing the Assistant Director with a Deputy Director position and approve the addition of the Public Guardian's Office in the department.

FINANCIAL IMPACT:
This request for the reorganization will not change the current full-time employee (FTE) count in the Department. However, this change will result in a $5,177 increase to salaries and benefits by increasing the position from an Assistant Director (207) to a Deputy Director (208) position. Upon review of the current budget, this change can be absorbed through salary savings and vacancies in Fiscal Year 2024-25. There is no cost associated with relocating the Public Guardian underneath the Community Services Department, but this action will increase the FTE count in the Department.

BACKGROUND:
The Community Services Department is the second largest department in the County after the Sheriff's Office. The Community Services Department ("Department") has approximately 165 employees and 800-900 volunteers. The Department includes Parks and Recreation, Noxious Weed Control, Social Services, Senior Services, DART Transportation, Animal Care and Services, Community Health Clinic, and Adult Day Club. The Recreation Division includes the Kahle Community Center, the Topaz Ranch Estates Community Center, and the Senior and Community Center in the Carson Valley. The Parks Division is responsible for 760 acres of park property, 11 playgrounds, 16 baseball fields, 16 tennis courts, 14 pickleball courts, multiple non-park facilities, medians, a fairgrounds facility with an arena, a model airplane complex, a shooting range, two-disc golf courses, a skatepark, a historic ranch house, multiple trailheads, a campground, and noxious weed removal. Additionally, this request includes the

addition of the Public Guardian's Office to the Community Service Department from the County Manager's Office.

The proposed reorganization will create equity amongst the County Departments. Currently, both the Community Development Department and Public Works Department have a Deputy Director position rather than an Assistant Director. The complexity of the operations, both in administration, strategic planning, and funding as well as managing multiple stakeholders, boards and outside agencies, justifies the reorganization. The requested change in position will also assist the Department in its recruitment efforts.

ATTACHMENTS:

Memo RE ReOrganization BOCC 7.18.24.pdf
Current Org Chart - Community Services.pdf
Proposed Org Chart - Community Services.pdf
Com Serv Re-Org ppt.pdf

DATE: July 18, 2024

TO: Board of County Commissioners

FROM: Brook Adie, Community Services Director

RE: Community Services Re-Organization Request

The Douglas County Community Services Department currently seeking approval to reorganize Community Services Administration to change the position of Assistant Director (207) to Deputy Director (208).

The Community Services Department is the second largest department in the County next to the Sheriff's Department. Community Services has approximately 165 employees and 800-900 volunteers. It includes Parks and Recreation, Noxious Weed Control, Social Services, Senior Services, DART Transportation, Animal Care and Services, Community Health Clinic, and Adult Day Club. The Recreation Department includes the Kahle Community Center, the Topaz Ranch Estates Community Center and the Senior and Community Center in the Valley. The Parks Department is responsible for 760 park acres, 11 playgrounds, 16 baseball fields, 16 tennis courts, 14 pickleball courts, multiple non-park facilities, medians, a fairgrounds facility with an arena, a model airplane complex, a shooting range, two-disc golf courses, a state of the art skatepark, a historic ranch house, multiple trailheads, a campground, and noxious weed removal.

It is the intent of the Community Services Director to recruit and hire a Deputy Director with a specific skill set to complete high level, complex tasks with a specific area of focus. The Deputy Director will work with the Parks and Recreation Advisory Board, the Senior and Transportation Advisory Board and the Board of Health as well as non-profit groups that support the Department.

The position will contribute to the long-term strategic planning for the Department which will include development and implementation of the budget, completing large scale projects, and assisting the Director with day-to-day administrative operations. The Deputy Director's direct reports will be allocated based on an area of focus and skill set. The goal is to assist the Director to complete newly approved strategic goals, to meet the needs of the community, as well as address new State mandates.

The Department has been tasked with many new projects as a result of the 2024 Strategic Plan to include public art, performing art and cultural center, indoor recreation facilities, outdoor recreation activities including trails and enhancements at the Douglas County Fairgrounds, expanded transportation and senior services.

Additionally, the Community Services Department is proposing to add the Public Guardians office. This addition will enhance the coordinated and collaborative efforts the Department takes to provide services to seniors and other individuals in need. The addition of the Public Guardian's office to Community Services will also bring forward a representative payee program for seniors and people with disabilities who do not require full guardianship, but need assistance with maintaining their

finances to remain independent. This program will also allow increased protection for vulnerable individuals as they are often susceptible to exploitation.

Community Services has many complex funding streams including Room Tax, Sales Tax, Utility Operator Fees, eight State operating grants and the general fund. The budget can be volatile and requires constant monitoring to ensure the revenues are coming in to cover expenses and to complete major projects.

Additionally, the Department has been tasked with oversight and management of the One Nevada Opioid Settlement Funds and SB 118 Public Health Funds. Both funds may be allocated to community providers as well as create new programs within the County. These funds require annual reports to the State and will require oversight to ensure the use of evidence-based practices.

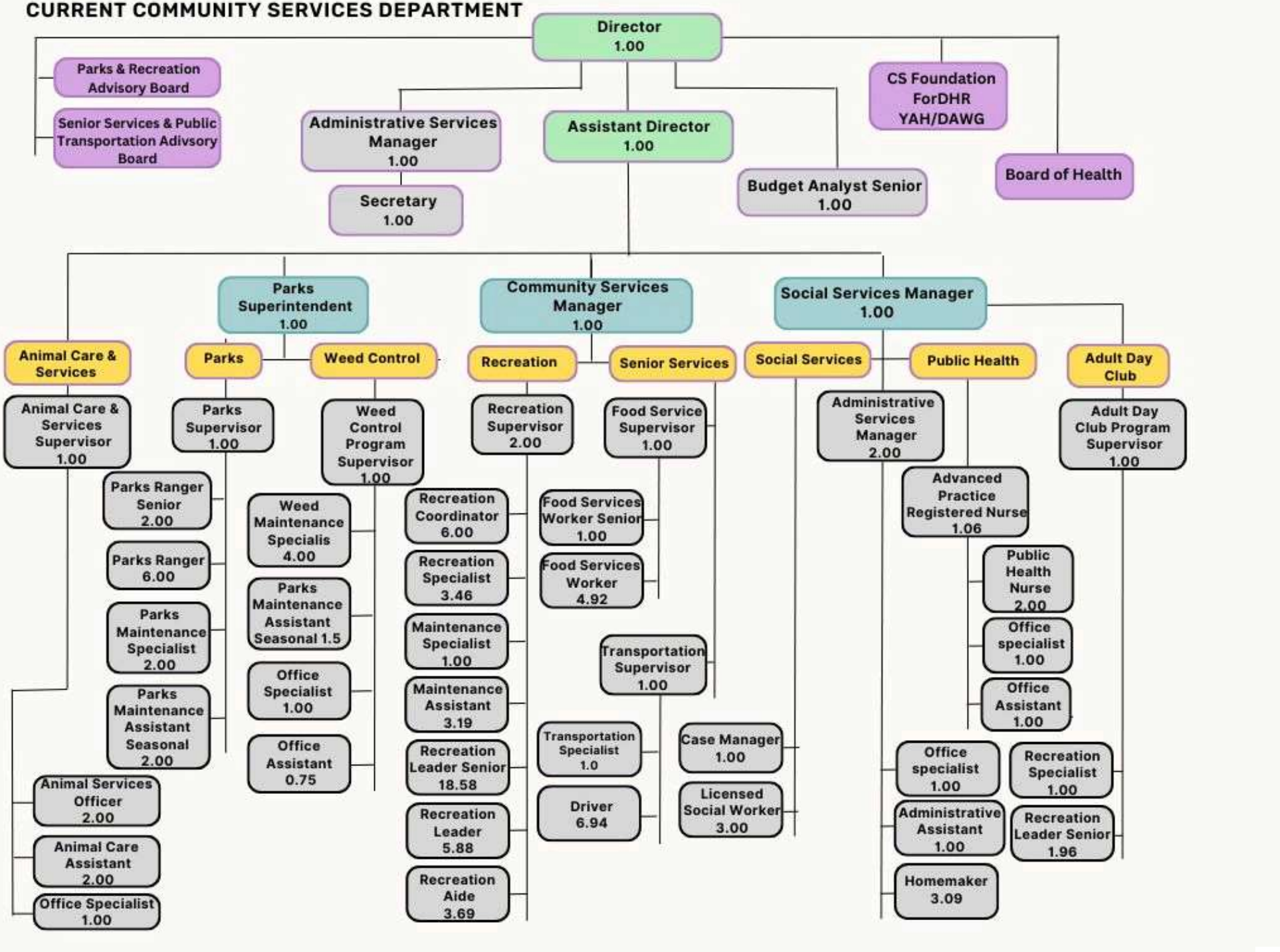
Community Services is responsible for large construction/capital projects each year to maintain current structures as well as build new ones to meet the needs of the community. These projects often work with other County Departments, multiple contractors, require competitive bids, may include prevailing wages and may cost thousands or millions of dollars.

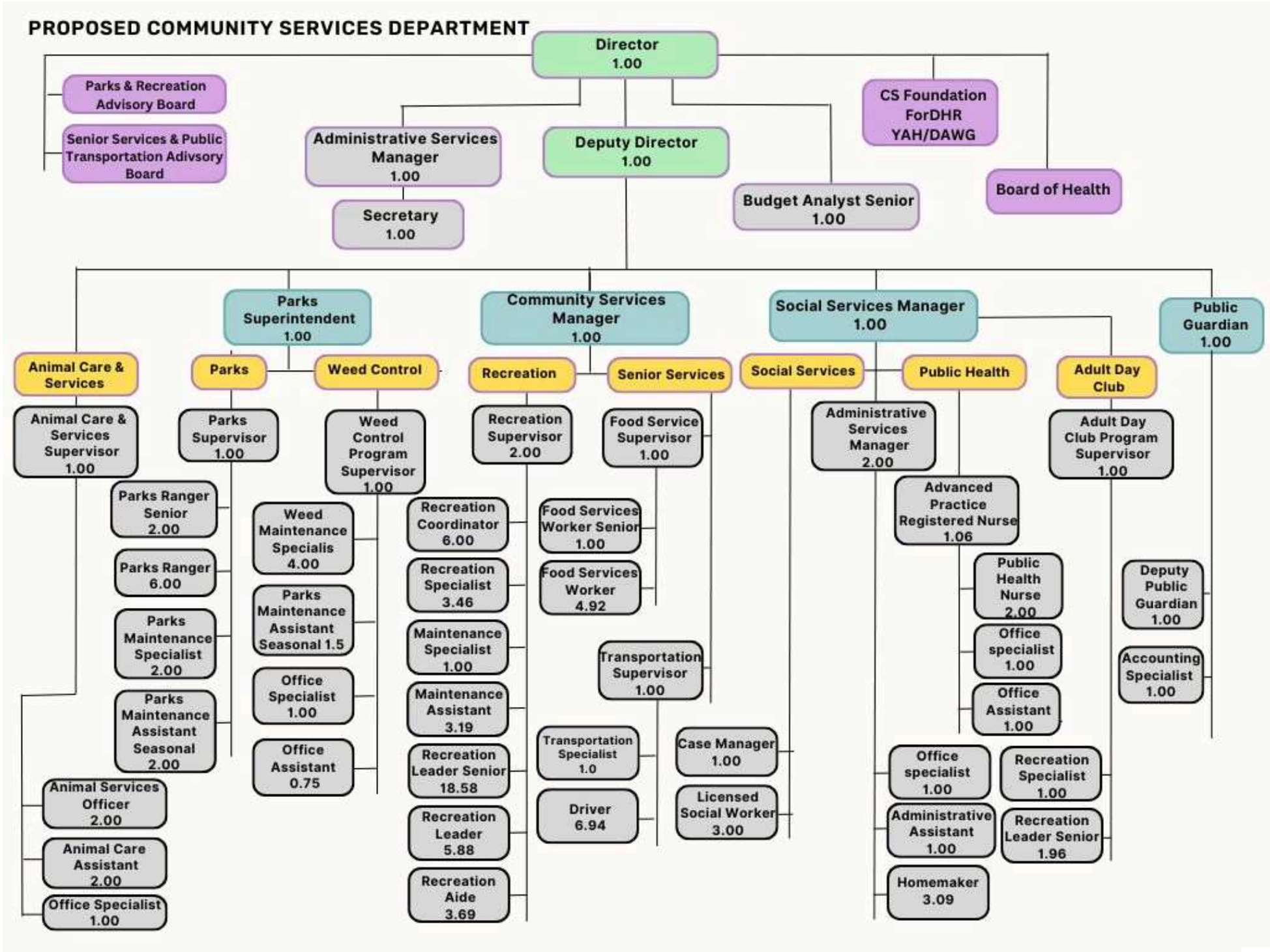
The value of the re-organization will create equity within the County. Currently both the Community Development and Public Works have a Deputy Director vs. an Assistant Director. The complexity of the operations, both in administration, strategic planning, and funding as well as managing multiple stakeholders, board and outside agencies justifies the re-organization.

This request for reorganization would not change the current FTE count in the department. In discussion with Finance, this change would result in an increase to salaries and benefits expenses of $5,177. Upon review of the budget this change can be absorbed through salary savings and vacancies in the next fiscal year.

This recommendation requires a re-organization of the Department, this change will need to go to both the Internal Review Committee (IRC) and the Board of County Commissioners for approval.

CURRENT COMMUNITY SERVICES DEPARTMENT




PROPOSED COMMUNITY SERVICES DEPARTMENT
Director 1.00
Parks & Recreation Advisory Board
Senior Services & Public Transportation Adivsory Board
Administrative Services Manager 1.00
Secretary 1.00
Deputy Director 1.00
Budget Analyst Senior 1.00
CS Foundation ForDHR YAH/DAWG
Board of Health
Parks Superintendent 1.00
Community Services Manager 1.00
Social Services Manager 1.00
Public Guardian 1.00
Animal Care & Services
Parks
Weed Control
Recreation
Senior Services
Social Services
Public Health
Adult Day Club
Animal Care & Services Supervisor 1.00
Parks Supervisor 1.00
Weed Control Program Supervisor 1.00
Recreation Supervisor 2.00
Food Service Supervisor 1.00
Administrative Services Manager 2.00
Adult Day Club Program Supervisor 1.00
Parks Ranger Senior 2.00
Parks Ranger 6.00
Parks Maintenance Specialist 2.00
Parks Maintenance Assistant Seasonal 2.00
Weed Maintenance Specialis 4.00
Parks Maintenance Assistant Seasonal 1.5
Office Specialist 1.00
Office Assistant 0.75
Recreation Coordinator 6.00
Recreation Specialist 3.46
Maintenance Specialist 1.00
Maintenance Assistant 3.19
Recreation Leader Senior 18.58
Recreation Leader 5.88
Recreation Aide 3.69
Food Services Worker Senior 1.00
Food Services Worker 4.92
Transportation Supervisor 1.00
Transportation Specialist 1.0
Driver 6.94
Case Manager 1.00
Licensed Social Worker 3.00
Advanced Practice Registered Nurse 1.06
Public Health Nurse 2.00
Office specialist 1.00
Office Assistant 1.00
Office specialist 1.00
Administrative Assistant 1.00
Homemaker 3.09
Recreation Specialist 1.00
Recreation Leader Senior 1.96
Deputy Public Guardian 1.00
Accounting Specialist 1.00
Animal Services Officer 2.00
Animal Care Assistant 2.00
Office Specialist 1.00



DOUGLAS COUNTY
Community Services
Department

PROPOSAL FOR

DOUGLAS COUNTY COMMUNITY SERVICES DEPARTMENT

REORGANIZATION

2024

1705

COMMUNITY SERVICES DEPARTMENT



2ND LARGEST DEPARTMENT IN DOUGLAS COUNTY



APPOXIMATELY 165 EMPLOYEES & 800 - 900 VOLUNTEERS



9 DEPARTMENTS

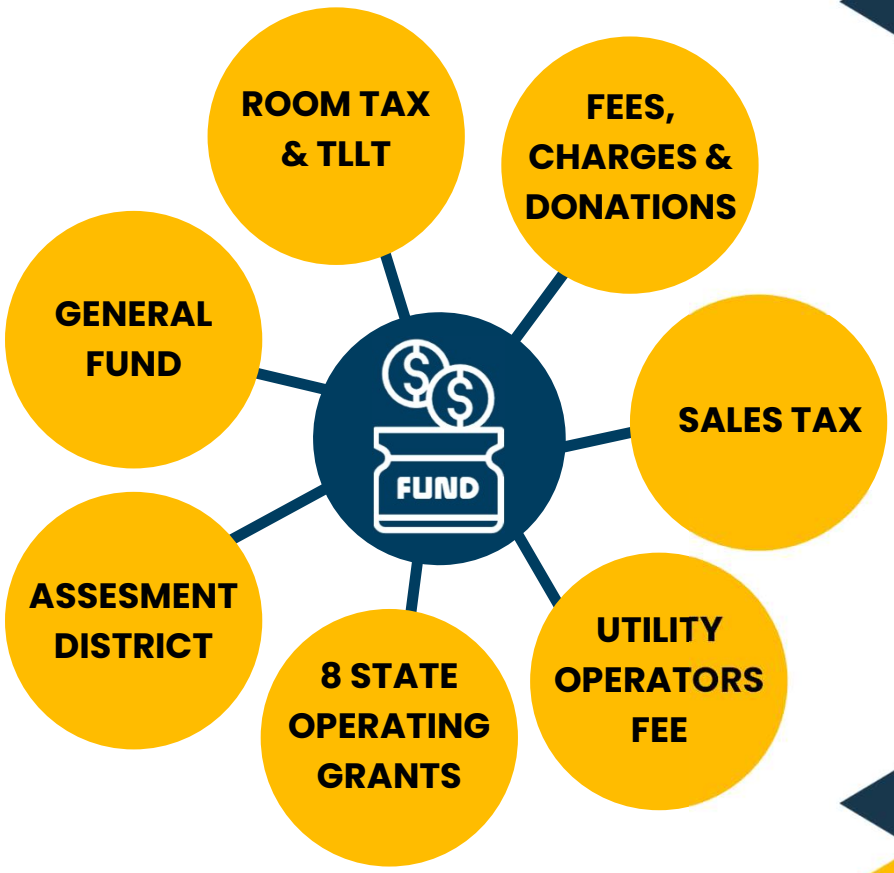
Parks
Recreation
Noxious Weeds
Social Services
Senior Services
DART Transportation
Animal Care & Services
Community Health Clinic
Adult Day Club

COMMUNITY SERVICES FUNDING

Community Services has many complex funding streams. The budget can be volatile and requires constant monitoring to ensure revenues are coming in to cover expenses and to complete major projects.

Additionally, the department has been tasked with oversight and management of the One Nevada Opioid Settlement Funds and the SB 118 Public Health Funds.

- May be allocated to community providers.
- Create new programs within the County.
- Require annual reports to the State.
- Require oversight to ensure the use of evidence-based practices.



PARKS & RECREATION

PARKS

- 760 Park Acres
- 11 Playgrounds
- 16 Baseball Fields
- 16 Tennis Courts
- 14 Pickleball Courts
- Multiple Non-Park Facilities
- Medians
- Fairgrounds Facility with An Arena
- Model Airplane Complex
- Shooting Range
- 2 Disc Golf Courses
- Skatepark
- Historic Ranch House
- Multiple Trailheads
- A Campground
- Noxious Weed Removal

RECREATION

- Kahle Community Center
- Topaz Ranch Estates Community Center
- Douglas County Community and Senior Center

2024 STRATEGIC PLAN

PUBLIC ART

- Performing arts and Cultural Center.
- Multiple Art Pads.





RECREATION

- Indoor recreation facilities.

PARKS

- Outdoor recreation activities including trails.
- Fairgrounds enhancements.





SENIOR SERVICES

- Expanded Transportation and services for seniors.

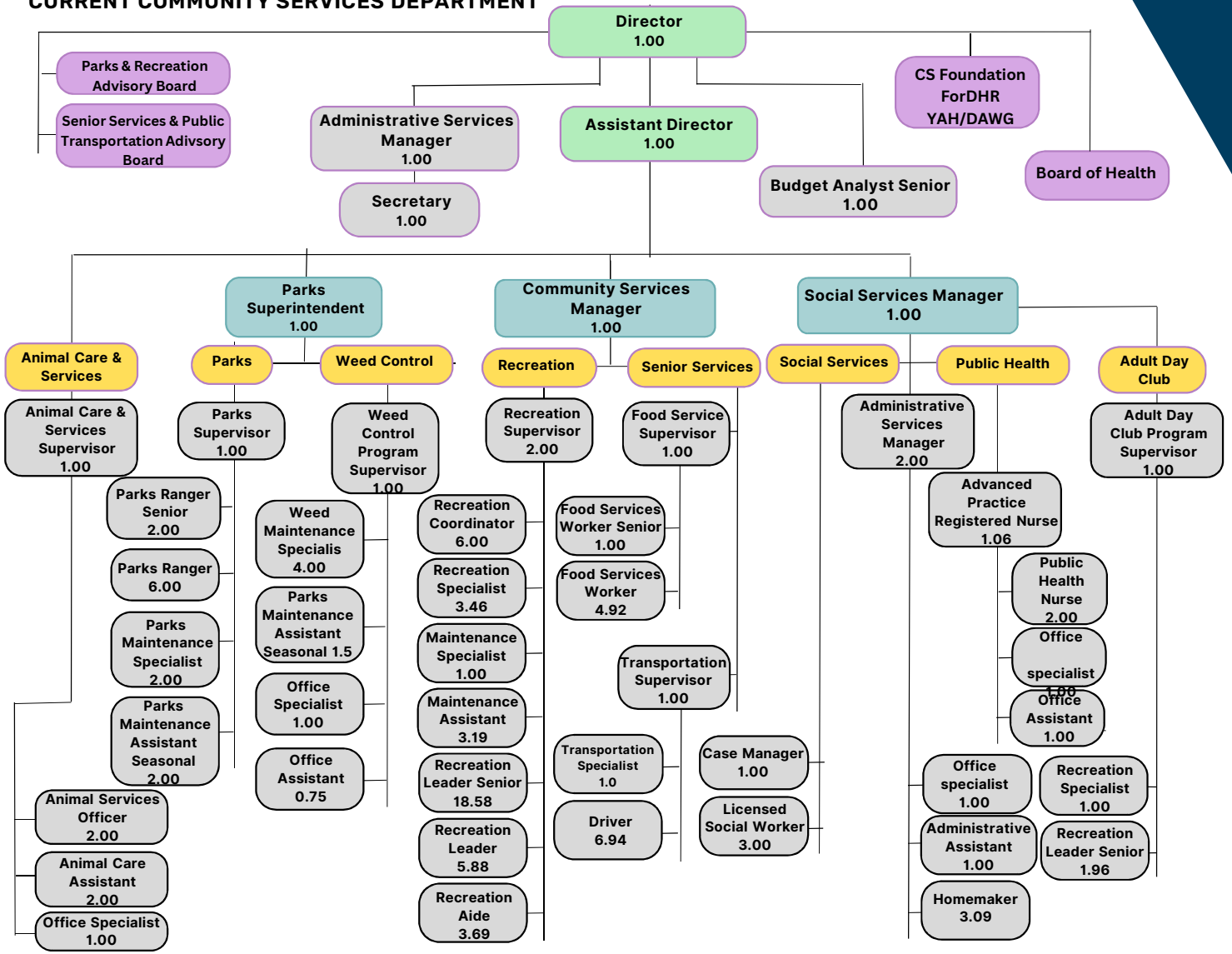
CAPITAL PROJECTS

Responsible for large construction/capital projects.

- Maintain current structures & new builds.
- Work with other County Department, multiple contractors, require competitive bids, may include prevailing wages and may cost thousands or millions of dollars.



CURRENT COMMUNITY SERVICES DEPARTMENT



Current

COMMUNITY SERVICES DIRECTOR INTENT

To Recruit and hire a Deputy Director with a specific skill set to complete high level, complex tasks with a specific area of focus.

- Will work with the Parks and Recreation Advisory Board, Senior Services and Public Transportation Advisory Board, the Board of Health and various non-profit groups that support the department.

- Will contribute to the long-term strategic planning for the department.
  - Development and implementation of the budget
  - Completing large scale projects
  - Assisting the Director with day-to-day administrative operations

- Direct reports will be allocated based on the area of focus and skill set.

The Goal is to assist the Director in completing newly approved strategic goals, to meet the needs of the community, as well as address new State mandates.

PUBLIC GUARDIAN

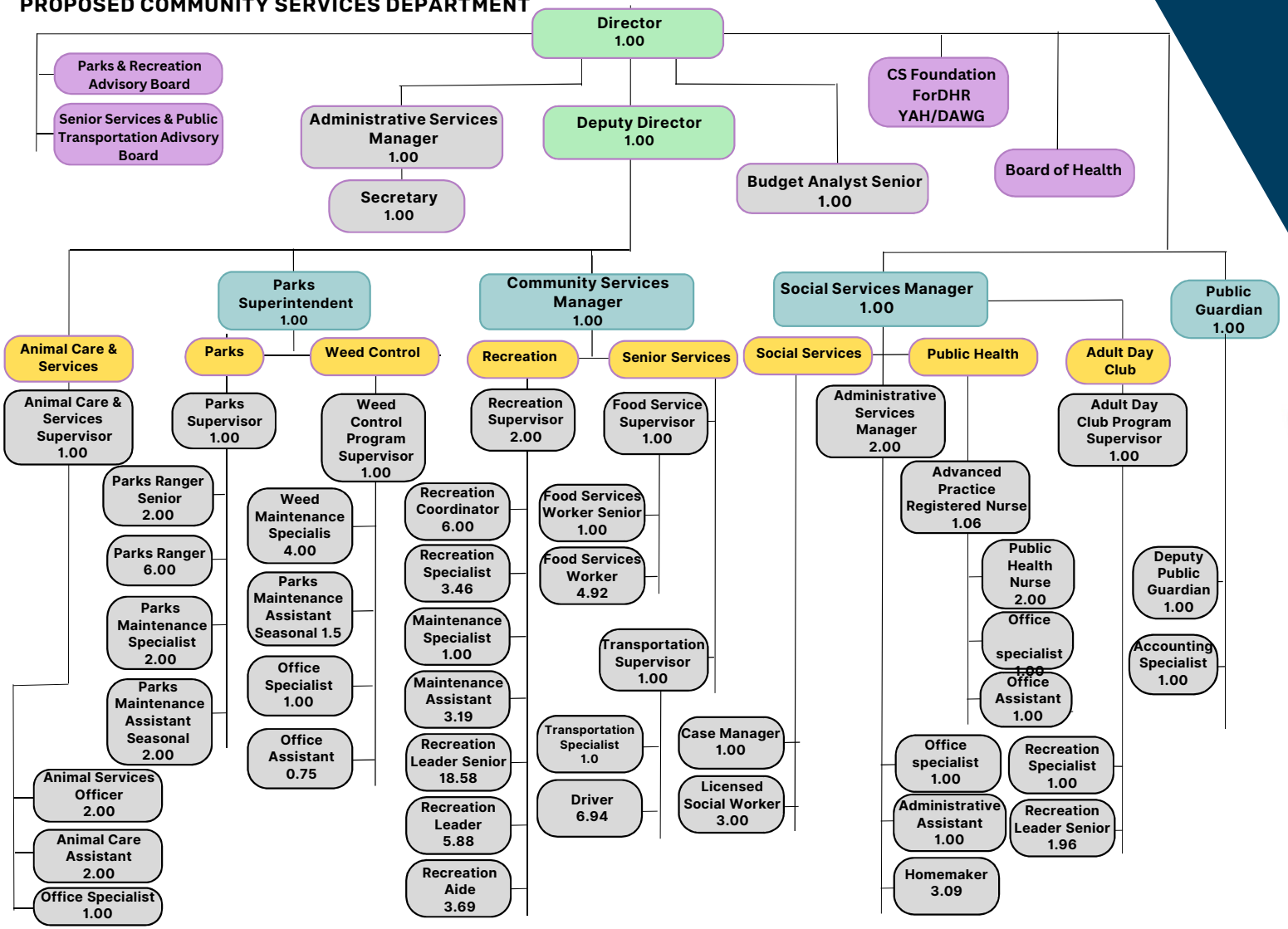
The Community Services Department is proposing to add the Public Guardian's office.

BENEFITS

- Enhance the coordinated and collaborative efforts the department takes to provide services to seniors and other individuals in need.
- Bring forward a representative payee program for seniors and people with disabilities who do not require full guardianship but need assistance with maintaining finances to remain independent.
- Increase protection for vulnerable individuals as they are often susceptible to exploitation.



PROPOSED COMMUNITY SERVICES DEPARTMENT



Proposal # 1

FTE COUNT

- This request for reorganization would not change the current FTE count in the department.
- This change would result in an increase to salaries and benefits expenses of $5,177.
- Can be absorbed through salary savings and vacancies in the next fiscal year.
- will require approval from the Board of County Commissioners.

RE-ORGANIZATION VALUE

- Create equity within the County.
- Currently both the Community Development and Public Works have a Deputy Director vs. an Assistant Director.

The complexity of the operations, both in administration, strategic planning, and funding as well as managing multiple stakeholders, board and outside agencies justifies the re-organization.



THANK YOU!

Brook Adie | Community Services Director
badie@douglasnv.us

DOUGLAS COUNTY
Community Services Department

AGENDA ITEM NO. 13.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

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

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
This is an opportunity for Commission members to update the other Commissioners about what is occurring on the various boards to which they have been appointed. These boards/commissions/meetings include but are not limited to the following:

Commissioner Mark Gardner:

- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Carson Water Subconservancy District
- Douglas County Parks and Recreation Advisory Board
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alternate)
- Quad County Coalition

Vice Chairwoman Sharla Hales:

- Carson Valley Arts Council
- Carson Water Subconservancy District

- China Spring Youth Camp and the Aurora Pines Girls Facility Advisory Committee
- Nevada Works (Alternate)
- Northern Nevada Development Authority (NNDA)
- South Shore Transportation Management Association
- Tahoe Regional Planning Agency (TRPA) (Alternate)
- Tahoe Transportation District (Alternate)

Commissioner Walt Nowosad:

- Audit Committee
- Debt Management Commission
- Law Library
- Lake Tahoe South Shore Chambers (Alternate)
- Nevada Works
- Regional Transportation Commission (RTC)

Chairman Wesley Rice:

- Carson-Truckee Water Conservation District
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chambers
- Quad County Coalition (Alternate)
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)
- Tahoe Transportation District

Commissioner Danny Tarkanian:

- Carson Valley Visitors Authority (Alternate)
- Nevada Association of Counties (NACO) (Alternate)
- Nevada Tahoe Conservation District
- Western Nevada Development Authority (WNDD)
- Joint Powers/Waste Management (Alternate)

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: