

Governor Joe Lombardo



Treasurer Zach Conine  
Controller Andy Matthews  
Benjamin Edwards  
David R. Navarro

State of Nevada  
STATE BOARD OF FINANCE

PUBLIC NOTICE

**AGENDA**

MEETING OF THE STATE BOARD OF FINANCE

September 13, 2023

10:30 A.M.

**Locations:**

Via videoconference at the following locations:

Old Assembly Chambers  
Capitol Building, Second Floor  
101 N. Carson Street  
Carson City, NV 89701

Grant Sawyer State Office Building  
Governor's Conference Room, Fifth Floor  
555 E. Washington Avenue, Suite 5100  
Las Vegas, NV 89101

**Agenda Items:**

1. Roll Call.

Presenter: Lori Hoover, Chief Deputy, Nevada State Treasurer's Office

2. Public Comment.

Comments from the public are invited at this time. Pursuant to NRS 241.020(3)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and may impose reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comments will only be received on matters relevant to the Board's jurisdiction. The Board may discuss but is precluded from acting on items raised during Public Comment that are not on the agenda.

Presenter: Joe Lombardo, Governor of the State of Nevada

101 N. Carson Street, Suite 4  
Carson City, Nevada 89701  
775-684-5600  
Website: [NevadaTreasurer.gov/BoF](http://NevadaTreasurer.gov/BoF)

3. **For discussion and possible action:** on the Board of Finance minutes from the meeting held on August 17, 2023.

Presenter: Joe Lombardo, Governor of the State of Nevada

4. **For possible action:** State of Nevada Fall 2023 General Obligation Bond Issuances

- a. **For possible action:** Discussion and possible action on a resolution designated the "2023A Capital Improvement Bond Resolution"; approving the issuance and sale of the State of Nevada, General Obligation (Limited Tax) Capital Improvement Bonds, Series 2023A, in the aggregate principal amount not to exceed \$455,530,000; providing the purpose for which such bonds are issued, the form, terms, and conditions of such bonds and other details in connection therewith; providing for the levy and collection of annual general (ad valorem) taxes for the payment of such bonds; and providing other related matters. See Attachment A for approval and Attachment A-1 for DMV bond supporting information.
- b. **For possible action:** Discussion and possible action on a resolution designated the "2023B Natural Resources and Open Space Bond Resolution"; approving the issuance and sale of the State of Nevada, General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B, in the aggregate principal amount not to exceed \$14,500,000; providing for the purpose for which such bonds are issued, the form, terms, and conditions of such bonds, and other details in connection therewith; providing for the levy and collection of annual general (ad valorem) taxes for the payment of such bonds; and providing other related matters. See Attachment B for approval.
- c. **For possible action:** Discussion and possible action on a resolution designated the "2023C Open Space, Parks and Natural Resources Bond Resolution"; approving the issuance of the State of Nevada, General Obligation (Limited Tax) Open Space, Parks and Natural Resources, Series 2023C, in the aggregate principal amount not to exceed \$31,005,000; providing for the purpose for which such bonds are issued, the form, terms, and conditions of such bonds, and other details in connection therewith; providing for the levy and collection of annual general (ad valorem) taxes for the payment of such bonds; and providing other related matters. See Attachment C for approval.
- d. **For possible action:** Discussion and possible action on a resolution designated the "2023D Safe Drinking Water Revolving Fund Matching Bonds Approval Resolution"; approving the issuance of the State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D, in the aggregate principal amount not to exceed \$6,000,000. See Attachment D for approval and Attachment D-1 for supporting documentation.

Presenter: Cari Eaton, Deputy Treasurer – Debt Management

5. **For discussion and possible action:** to request Nevada Department of Public Safety, Parole and Probation approval and authority to utilize an alternate credit card portal provider in its OTIS (Offender Tracking Information System) replacement/modernization system.

Presenter: Tom Blanchard, Nevada Department of Public Safety, Parole and Probation

6. Public Comment.  
Comments from the public are invited at this time. Pursuant to NRS 241.020(3)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and reserves the right to impose other reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comments will only be received on matters relevant to the Board's jurisdiction. The Board may discuss but is precluded from acting on items raised during Public Comment that are not on the agenda.

## ADJOURNMENT

### Notes:

Items may be taken out of order; items may be combined for consideration by the public body, and items may be pulled or removed from the agenda at any time.

Prior to the commencement and conclusion of a quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment. See NRS 233B.126.

The State Board of Finance is pleased to make reasonable accommodations for persons with physical disabilities. Please call (775) 684-5753 if assistance is needed.

Lori Hoover, Secretary to the Board, may be contacted at (775) 684-5753 to obtain copies of supporting materials, which are available to the public at 101 N. Carson St., Suite 4, Carson City, NV 89701.

### **THIS AGENDA HAS BEEN POSTED IN THE FOLLOWING PUBLIC LOCATIONS:**

- Capitol Building, 1<sup>st</sup> & 2<sup>nd</sup> Floors, Carson City, Nevada
- Legislative Building, Carson City, Nevada
- Nevada State Library, Carson City, Nevada
- Blasdel Building, Carson City, Nevada
- Grant Sawyer Building, Las Vegas, Nevada

Also online at: [http://www.nevadatreasurer.gov/Finances/Board/BOF\\_Home/](http://www.nevadatreasurer.gov/Finances/Board/BOF_Home/) and <https://notice.nv.gov/>

**STATE BOARD OF FINANCE**  
**August 17, 2023 – 1:00 PM**  
**Summary Minutes**

**Location:**

Via videoconference at the following locations:

Old Assembly Chambers  
Capitol Building, Second Floor  
101 N. Carson Street  
Carson City, NV 89701

Governor's Office Conference Room  
555 E Washington Avenue, Suite 5100  
Las Vegas, NV 89101

Treasurer Conine called the meeting to order at 1:00 pm.

**Board members present:**

Governor Joe Lombardo – Virtual Teams  
Treasurer Zach Conine – Las Vegas  
Controller Andy Matthews – Las Vegas  
David R. Navarro – Las Vegas  
Benjamin Edwards – Las Vegas

**Others present:**

Kirsten Van Ry:	Treasurer's Office
Jeff Landerfelt:	Treasurer's Office
Cari Eaton:	Treasurer's Office
Emily Nagel:	Treasurer's Office
Itzel Fausto:	Treasurer's Office
Kevin Doty:	Attorney General's Office
James Smack:	Controller's Office
Sonja Sibert:	Nevada State University
Kevin Butler:	Nevada State University

**Agenda Item 2 – Public Comment.**

No public comment in Carson City or Las Vegas. No written public comment.

**Agenda Item 3 – For discussion and possible action** – on the Board of Finance minutes from the meeting held on June 16, 2023.

**Member Navarro moved to approve the minutes and a second by Member Edwards. Motion passed unanimously.**

**Agenda Item 4 – For possible action:** presentation on issuance of certificates of participation

Deputy Treasurer Cari Eaton presented this agenda item. They are requesting the Board to approve the resolution documents for the refunding of three Certificates of Participation (COPs) requiring signature, and to approve the related sale documents as to form. She reviewed that the COPs were discussed in detail at the June Board of Finance meeting and included it in the materials starting on page 398 showing Attachment D. She noted that the COPs that are being

refunded are item 4(a) for the Bryan Building in Carson City, item 4(b) for the Casa Grande Detention Center which is now transitional housing, and item 4(c) for two buildings at Nevada State University. She noted that the COPs collectively have \$57.8 million in outstanding principal and when refunding they are currently expected to generate approximately \$4.7 million of savings as outlined in the table on page 11 depending on market rates. She explained that because the lease payments are funded through appropriations, the benefit of savings will accrue to the general fund. The COPs will be brought to the October meeting where there will be an action item for the Board to approve the completed Lease-Purchase Agreements and the related sale documents. She stated that the refunding is scheduled for that morning and the final documents and sale results will be completed and presented to the Board for approval on the same day. She noted that the approval of the resolutions and forms must be voted on separately as agenda sub-items and gave an overview of each.

- a. **For possible action:** Discussion and possible action on a resolution approving the form of a lease purchase agreement and related documents and providing other matters related to the proposed refinancing of a state office building located within the Capitol Complex in Carson City known as Capitol Complex 1.

Ms. Eaton provided a brief overview of item 4(a) noting it is the Capitol Complex Building 1 Refunding Project for the Bryan Building. She noted that the proposed issuance of the Series 2023A refunding is estimated to yield approximately \$400,000 of interest savings over the remaining 8-year term. She stated the Board is being asked for approval of the Initial Approving Resolution as Attachment A1 on page 13 of the materials. They are also asking approval of the other three documents as to form which entails the Indenture of Trust, Lease Purchase Agreement, and the Disclosure Dissemination Agreement.

**Motion to approve agenda item 4(a) from Controller Matthews and a second from Member Navarro Burkhead. Motion passed unanimously.**

- b. **For possible action:** Discussion and possible action on a resolution approving the form of a lease purchase agreement and related documents and providing other matters related to the proposed refinancing of a facility used as a detention facility for the State Department of Corrections.

Ms. Eaton continued with item 4(b) noting it as the Casa Grande Refunding Project for the Department of Corrections in Clark County. The proposed issuance of the Series 2023B refunding is estimated to yield approximately \$370,000 of interest savings over the remaining 8-year term. They are requesting approval of the Initial Approving Resolution as Attachment B1 on page 125 of the materials and approve the other documents as to form. Those documents include the Indenture of Trust, Lease Purchase Agreement, and the Disclosure Dissemination Agreement.

**Motion to approve agenda item 4(b) from Controller Matthews and a second from Member Edwards. Motion passed unanimously.**

- c. **For possible action:** Discussion and possible action on a resolution approving the form of a lease purchase agreement and related documents and providing other matters related to the proposed refinancing of nursing/science/education building and a student activities/administration building for Nevada State University (formerly known as Nevada State College).

Ms. Eaton reviewed that item 4(c) which is the Nevada State University Refunding Project for the Nevada System Higher Education in Clark County. She noted that the proposed issuance of the Series 2023C refunding is estimated to yield approximately \$3.9 million of interest savings over the remaining 20-year term. With that, the request approval of the Initial Approving Resolution as Attachment C1 on page 251 of the materials. They also request approval of the other four documents as to form which include the Indenture of Trust, Lease Purchase Agreement, Disclosure Dissemination Agreement, and the Escrow Agreement.

Member Navarro abstained from this motion to not conflict with another committee as he serves on the Nevada State Campus Lands Corporation as the Treasurer. However, he is in support of the substantial savings that the University will be yielding along with the General Fund.

**Motion to approve agenda item 4(c) from Member Edwards and a second from Controller Matthews. Motion passed unanimously.**

**Agenda Item 5-** Public Comment

No public comment in Carson City or Las Vegas.

**Meeting adjourned at 1:09 pm.**



STATE OF NEVADA  
OFFICE OF THE STATE TREASURER

TO: Board of Finance (Board) Members

FROM: Cari Eaton, Deputy Treasurer - Debt Management

SUBJECT: September 13, 2023 Agenda Item #4A-D State of Nevada Fall 2023 General Obligation Bond Issuances

DATE: August 24, 2023

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**Overview:**

Nevada Revised Statutes (NRS) 349.071 states the State Board of Finance (the “Board”) may issue and redeem securities on behalf of the State when such issue is authorized by law. Pursuant to NRS 349.255, prior to the issuance by the State Treasurer, a resolution describing the authority to issue and/or refund prior securities issuances must be approved by the Board.

The Nevada Legislature authorizes certain projects and funding mechanisms for those projects. NRS 349.330 further governs the refunding of State general and special obligation bonds. The State Treasurer’s Office, in cooperation with other state agencies which have authority to implement those projects, coordinates the timing, rating agency presentations, and professional services necessary to issue securities on behalf of the State.

The division of bonds into different series is determined by the State’s bond counsel based upon whether the debt is subject to or exempt from the State’s debt limit, the debt’s revenue stream utilized to pay the debt, and the nature of the projects to be financed.

**Report:**

Agenda items #4A through #4D encompass the State’s fall 2023 proposed bond issuance. The issuance is comprised of four (4) series of “new money.” All of the proposed bond series are authorized by law and conform to the parameters of the State’s Constitutional Debt Limit and the General Obligation Debt Capacity and Affordability Report (2023-2025 Biennium). The tentative schedule for the sale is: (1) Board of Finance approval on September 13, 2023; (2) bond sale on October 25, 2023; and (3) bond closing and receipt of proceeds on November 16, 2023. If approved by the Board, the four (4) series will be issued to finance the following projects:

**CARSON CITY OFFICE**

State Treasurer  
101 N. Carson Street, Suite 4  
Carson City, Nevada 89701-4786  
(775) 684-5600 Telephone  
(775) 684-5623 Fax

**STATE TREASURER PROGRAMS**

Guinn Millennium Scholarship Program  
Nevada Prepaid Tuition Program  
Nevada College Savings Plans  
Nevada College Kick Start Program  
Unclaimed Property

**LAS VEGAS OFFICE**

State Treasurer  
555 E. Washington Avenue, Suite 4600  
Las Vegas, Nevada 89101-1074  
(702) 486-2025 Telephone  
(702) 486-3246 Fax

New Bond Series	Debt Limit Exempt	Authority	Program/Agency	Revenue Source	Requested Amount	Bond Total
2023A	No	2021 - AB492 Sec 4 - CIP Tranche 3	CIP - Admin	Property Tax	\$ 62,205,694	\$ 455,530,079
		2023 - AB1 Sec 6 - CIP Tranche 1	CIP - Admin	Property Tax	\$ 261,277,392	
		2023 - AB1 Sec 8 - CIP DMV Tranche 1	CIP (DMV) - Admin	Property Tax	\$ 32,046,993	
		2023 - AB1 Section 29	Legislative Counsel Bureau	Property Tax	\$ 100,000,000	
2023B	Yes	2023 - AB1 Section 17 (AB84 Sec 2 (1,2,4,8) (2019))	Open Space - DCNR	Property Tax	\$ 12,300,000	\$ 14,500,000
		2023 - AB1 Section 16	Tahoe EIP - DCNR	Property Tax	\$ 2,200,000	
2023C	No	2023 - AB1 Section 17 (AB84 Sec 2 (3,5,10) (2019))	Open Space - DCNR	Property Tax	\$ 31,009,936	\$ 31,009,936
2023D	Yes	NRS 445A.290	Drinking Water Revolving Fund	DWSRF Revenues	\$ 6,000,000	\$ 6,000,000
					\$ 507,040,015	\$ 507,040,015

#### **Item 4A:**

***For Possible Action*** – Discussion and possible action on a resolution designated the "**2023A Capital Improvement Bond Resolution**"; approving the issuance and sale of the State of Nevada, General Obligation (Limited Tax) Capital Improvement Bonds, Series 2023A, in the aggregate principal amount **not to exceed \$455,530,000**; providing the purpose for which such bonds are issued, the form, terms, and conditions of such bonds and other details in connection therewith; providing for the levy and collection of annual general (ad valorem) taxes for the payment of such bonds; and providing other related matters. See Attachment A for approval and Attachment A-1 for DMV bond supporting information.

Series 2023A encompasses four separate components. Each component is subject to the constitutional debt limit and was included in the affordability model. The debt service will be paid with property taxes. *Note – The State may receive bond proceeds in excess of the par amount being borrowed (premium) depending on market conditions at the time of sale.*

- AB492 (Section 4) of the 81<sup>st</sup> Legislative Session authorized \$280,630,853 in maximum par to carry out various capital improvement projects. The Department of Administration, State Public Works Division requested and received \$126,300,000 in proceeds from the fall 2021 and 2022 issuances; and requests \$62,205,694 to match projected expenditures for the next 12-18 months. The maximum par for this portion of the 2023A series is **\$62,205,694**.
  - *The Department of Administration has unspent proceeds from prior bond issuances that must be spent prior to utilizing the proceeds from this bond request. A spending summary is shown in Appendix 1.*
- AB1 (Section 6) of the 34<sup>th</sup> Special Legislative Session authorized \$533,695,336 in maximum par to carry out various capital improvement projects. The Department of Administration, State Public Works Division estimates \$261,277,392 in proceeds is required to match projected expenditures for the next 12-18 months. The maximum par for this portion of the 2023A series is **\$261,277,392**.
  - *The Department of Administration has unspent proceeds from prior bond issuances that may be spent concurrently with spending of proceeds from prior years' issuances. A spending summary is shown in Appendix 1.*
- AB1 (Section 8) of the 34<sup>th</sup> Special Legislative Session authorized \$111,304,685 in maximum par to carry out various capital improvement projects related to the Department of Motor Vehicles. The Department of Administration, State Public Works Division estimates \$32,046,993 in proceeds is required to match projected expenditures for the next 12-18 months. The maximum par for this portion of the 2023A series is **\$32,046,993**.

- AB1 (Section 29) of the 34<sup>th</sup> Special Legislative Session authorized \$100,000,000 in maximum par to carry out various capital improvement projects. The Legislative Counsel Bureau estimates \$100,000,000 in proceeds is required to match projected expenditures for the next 12-18 months. The maximum par for this portion of the 2023A series is **\$100,000,000**.

**Item 4B:**

***For Possible Action*** – Discussion and possible action on a resolution designated the **"2023B Natural Resources and Open Space Bond Resolution"**; approving the issuance and sale of the State of Nevada, General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B, in the aggregate principal amount **not to exceed \$14,500,000**; providing for the purpose for which such bonds are issued, the form, terms, and conditions of such bonds, and other details in connection therewith; providing for the levy and collection of annual general (ad valorem) taxes for the payment of such bonds; and providing other related matters. See Attachment B for approval.

Series 2023B encompasses two separate components. Each component is exempt from the constitutional debt limit and was included in the affordability model. The debt service will be paid with property taxes.

- AB1 (Section 17) of the 34<sup>th</sup> Special Legislative Session authorized \$43,309,936 in general obligation bonds for the Department of Conservation and Natural Resources (DCNR) to carry out projects to preserve, protect and obtain the benefits of the property and natural resources of the State. DCNR estimates \$12,300,000 in proceeds required to match projects in accordance with AB84 (2019) Section 2 (subsections 1,2,4&8) which are exempt from the constitutional debt limit. The maximum par for this portion of the 2023B series is **\$12,300,000**.
  - *The Department of Conservation and Natural Resources has unspent proceeds from prior bond issuances that must be spent prior to utilizing the proceeds from this bond request. A spending summary is shown in Appendix 1.*
- AB1 (Section 16) of the 34<sup>th</sup> Special Legislative Session authorized \$13,000,000 in general obligation bonds for the Department of Conservation and Natural Resources (DCNR) to carry out the Environmental Improvement Program (EIP) for the Late Tahoe Basin. DCNR estimates \$2,200,000 in proceeds required to match projects in accordance with AB424 (2023) Section 1 exempt from the debt limit. The maximum par for this portion of the 2023B series is **\$2,200,000**.
  - *The Department of Conservation and Natural Resources has unspent proceeds from prior bond issuances for EIP projects that must be spent prior to utilizing the proceeds from this bond request. A spending summary is shown in Appendix 1.*

#### **Item 4C:**

***For Possible Action*** – Discussion and possible action on a resolution designated the "**2023C Open Space, Parks and Natural Resources Bond Resolution**"; approving the issuance of the State of Nevada, General Obligation (Limited Tax) Open Space, Parks and Natural Resources, Series 2023C, in the aggregate principal amount **not to exceed \$31,005,000**; providing for the purpose for which such bonds are issued, the form, terms, and conditions of such bonds, and other details in connection therewith; providing for the levy and collection of annual general (ad valorem) taxes for the payment of such bonds; and providing other related matters. See Attachment C for approval.

Series 2023C encompasses one component paid with property taxes, subject to the constitutional debt limit and included in the affordability model.

- AB1 (Section 17) of the 34<sup>th</sup> Special Legislative Session authorized \$43,309,936 in general obligation bonds for the Department of Conservation and Natural Resources (DCNR) to carry out projects to preserve, protect and obtain the benefits of the property and natural resources of the State. DCNR estimates \$31,009,936 in proceeds required to match projects in accordance with AB84 (2019) Section 2 (3,5,10) subject to the debt limit. The maximum par for this portion of the 2023C series is **\$31,009,936**.
  - *The Department of Conservation and Natural Resources has unspent proceeds from prior bond issuances that must be spent prior to utilizing the proceeds from this bond request. A spending summary is shown in Appendix 1.*

#### **Item 4D:**

***For Possible Action*** – Discussion and possible action on a resolution designated the "**2023D Safe Drinking Water Revolving Fund Matching Bonds Approval Resolution**"; approving the issuance of the State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D, in the aggregate principal amount **not to exceed \$6,000,000**. See Attachment D for approval and Attachment D-1 for supporting documentation.

- Per NRS 445A.290, the Treasurer may issue general obligation bonds to provide state matching funds for federal grants as required by the Safe Drinking Water Act when requested by the Administrator of the Nevada Division of Environmental Protection (NDEP Administrator). As requested by the NDEP Administrator, **up to \$6,000,000 in par** is needed to provide state matching funds for an anticipated \$30,000,000 federal grant.
- These bonds are self-supporting. The debt service is paid with principal and interest payments generated from loans made by the revolving fund. This debt is exempt from the constitutional debt limit and is not included in the affordability model.

# Appendix 1

## Outstanding Bond Proceeds Spending Summary

### Item 4A

Series 2023A includes two components for various CIP project authorizations. The State Public Works is currently spending previously issued bond proceeds. Below is a summary of the outstanding bond proceeds for Capital Improvement Projects authorized by the Board prior to the proposed portions of the fall 2023A issuance.

<b>Capital Improvement Program – Administration State Public Works as of 08/23/2023</b>						
<b>BA</b>	<b>Bond</b>	<b>Program</b>	<b>Proceeds / Interest</b>	<b>Expended</b>	<b>Available</b>	<b>% Remaining</b>
7019	2019A	2017 CIP-SB546-Tranche 3	\$33,335,477	\$30,530,081	\$2,805,395	8.42%
7029	2020A	2019 CIP-AB541-Tranche 2	\$99,560,969	\$86,967,840	\$12,593,130	12.65%
7032	2021A	2021 CIP-AB492-Tranche 1	\$110,840,414	\$81,726,851	\$29,113,563	26.27%
7043	2022D	2021 CIP-AB492-Tranche 2	\$17,731,259	\$ -	\$17,731,259	100%
<b>Total</b>			<b>\$261,468,119</b>	<b>\$199,224,772</b>	<b>\$62,243,347</b>	<b>23.8%</b>

### Item 4B

Series 2023B includes one component for various open space project authorizations (Exempt from Debt Limit). The State Department of Conservation and Natural Resources is currently spending previously issued bond proceeds. Below is a summary of the outstanding bond proceeds for open space projects authorized by the Board prior to the proposed portions of the fall 2023B issuance.

<b>Open Space (Exempt) - DCNR as of 08/23/2023</b>						
<b>BA</b>	<b>Bond</b>	<b>Program</b>	<b>Proceeds / Interest</b>	<b>Expended</b>	<b>Available</b>	<b>% Remaining</b>
7035	2021C	2021 AB492 – Open Space – Tranche 1 (Exempt)	\$8,174,324	\$6,073,682	\$2,100,642	25.70%
7046	2022F	2021 AB492 – Open Space – Tranche 2 (Exempt)	\$5,053,920	\$-	\$5,053,920	100%
<b>Total</b>			<b>\$13,228,244</b>	<b>\$6,073,682</b>	<b>\$7,154,562</b>	<b>54.09%</b>

Series 2023B includes one component for various Tahoe Environmental Improvement Program (EIP) authorizations (Exempt from Debt Limit). The State Department of Conservation and Natural Resources is currently spending previously issued bond proceeds. Below is a summary of the outstanding bond proceeds for EIP projects authorized by the Board prior to the proposed portions of the fall 2023B issuance.

<b><i>Tahoe EIP (Exempt) as of 08/23/2023</i></b>						
<b>BA</b>	<b>Bond</b>	<b>Program</b>	<b>Proceeds / Interest</b>	<b>Expended</b>	<b>Available</b>	<b>% Remaining</b>
7024	2019B	2019 AB541-Tahoe	\$3,945,906	\$3,763,996	\$181,910	4.61%
7033	2021B	2021 AB492 Tahoe -Tranche 1	\$5,215,330	\$5,090,249	\$125,081	2.40%
7045	2022E	2021 AB492 Tahoe -Tranche 2	\$6,933,222	\$-	\$6,933,222	100%
<b>Total</b>			<b>\$16,094,458</b>	<b>\$8,854,245</b>	<b>\$7,240,213</b>	<b>45.0%</b>

#### **Item 4C**

Series 2023C includes one component for various open space project authorizations (Subject to Debt Limit). The State Department of Conservation and Natural Resources is currently spending previously issued bond proceeds. Below is a summary of the outstanding bond proceeds for open space projects authorized by the Board prior to the proposed portions of the fall 2023C issuance.

<b><i>Open Space (Not Exempt) - DCNR as of 08/23/2023</i></b>						
<b>BA</b>	<b>Bond</b>	<b>Program</b>	<b>Proceeds / Interest</b>	<b>Expended</b>	<b>Available</b>	<b>% Remaining</b>
7036	2021D	2021 AB492 Open Space – Tranche 1 (Not Exempt)	\$7,189,001	\$2,946,066	\$4,242,935	59.02%
<b>Total</b>			<b>\$7,189,001</b>	<b>\$2,946,066</b>	<b>\$4,242,935</b>	<b>59.02%</b>

## **Attachment A**

### **2023A Capital Improvement Bond Resolution**

## RESOLUTION

**A RESOLUTION DESIGNATED THE "2023A CAPITAL IMPROVEMENT BOND RESOLUTION"; APPROVING THE ISSUANCE AND SALE OF THE STATE OF NEVADA GENERAL OBLIGATION (LIMITED TAX) CAPITAL IMPROVEMENT BONDS, SERIES 2023A; PROVIDING THE PURPOSES FOR WHICH SUCH BONDS ARE ISSUED, THE FORM, TERMS, AND CONDITIONS OF SUCH BONDS AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF SUCH BONDS; AND PROVIDING OTHER RELATED MATTERS.**

**WHEREAS**, the Board of Finance (the "Board") of the State of Nevada (the "State") is authorized by Chapter 466, Statutes of Nevada, 2021 (the "2021 Project Act") to issue general obligation bonds in the face amount of not more than \$280,630,853 for the purpose of financing various capital improvement projects, described in Section 4 of the 2021 Project Act, as may be amended from time to time, including, without limitation, any reallocation to capital improvement projects (collectively, the "2021 Capital Improvement Project"); and

**WHEREAS**, the Board has previously issued its (i) State of Nevada, General Obligation (Limited Tax) Capital Improvement and Refunding Bonds, Series 2021A in the aggregate principal amount of \$118,030,000 pursuant to the 2021 Project Act and a resolution designated as the "2021A Capital Improvement and Refunding Bond Resolution" adopted by the Board on October 26, 2021, of which \$98,235,000 was issued for the purpose of financing a portion of the 2021 Capital Improvement Project and the remainder was issued for the purpose of refunding certain outstanding obligations of the State, and (ii) State of Nevada General Obligation (Limited Tax) Capital Improvement and Historic Preservation Bonds, Series 2022D in the aggregate principal amount of \$19,760,000 pursuant to the 2021 Project Act and a resolution designated as the "2022D Capital Improvement and Historic Preservation Bond Resolution" adopted by the Board on September 12, 2022, of which \$16,855,000 was issued for the purpose of financing a portion of the 2021 Capital Improvement Project and the reminder was issued for the purpose of financing the program for awarding financial assistance to pay the actual expenses of

preserving or protecting historical buildings to be used to develop a network of cultural centers and activities; and

**WHEREAS**, the Board has determined at this time to issue a portion of the general obligation bonds authorized by the State Legislature pursuant to the 2021 Project Act in an aggregate principal amount not to exceed \$62,205,694 for the purpose of financing a portion of the 2021 Capital Improvement Project; and

**WHEREAS**, the Board is authorized by Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada, 2023 (the "2023 Project Act") to issue general obligation bonds in the face amount of not more than \$533,695,336 for the purpose of financing various capital improvement projects, described in Section 6 of the 2023 Project Act (the "2023 Capital Improvement Project"); and

**WHEREAS**, the Board is authorized by the 2023 Project Act to issue to issue general obligation bonds in the face amount of not more than \$111,304,685 for the purpose of financing various capital improvement projects, described in Section 8 of the 2023 Project Act (the "2023 DMV Project"); and

**WHEREAS**, the Board is authorized by the 2023 Project Act to issue to issue general obligation bonds in the face amount of not more than \$100,000,000 for the purpose of financing various capital improvement projects for the Legislative Counsel Bureau, described in Section 29 of the 2023 Project Act (the "2023 LCB Project" and together with the 2021 Capital Improvement Project, the 2023 Capital Improvement Project and the 2023 DMV Project, the "Capital Improvement Projects"); and

**WHEREAS**, the Board has determined at this time to issue a portion of the general obligation bonds authorized by the State Legislature pursuant to the 2023 Project Act in an aggregate principal amount not to exceed \$261,277,392 for the purpose of financing the 2023 Capital Improvement Project; and

**WHEREAS**, the Board has determined at this time to issue a portion of the general obligation bonds authorized by the State Legislature pursuant to the 2023 Project Act in an aggregate principal amount not to exceed \$32,046,993 for the purpose of financing the 2023 DMV Project; and

**WHEREAS**, the Board has determined at this time to issue a portion of the general obligation bonds authorized by the State Legislature pursuant to the 2023 Project Act in

an aggregate principal amount not to exceed \$100,000,000 for the purpose of financing the 2023 LCB Project; and

**WHEREAS**, the State Securities Law, cited as NRS 349.150 through and including 349.364, as amended (the "Bond Act"), applies to the bonds authorized hereunder; and

**WHEREAS**, the Board desires to provide for the issuance and sale of general obligation bonds to be designated the "State of Nevada, General Obligation (Limited Tax) Capital Improvement Bonds, Series 2023A" (the "Bonds") to finance the Capital Improvement Projects; and

**WHEREAS**, the Bonds will be sold in an initial aggregate principal amount set forth in the certificate of the State Treasurer (the "Certificate of the Treasurer") which amount is not to exceed \$455,530,000: (i) not to exceed \$62,205,694 for the purpose of the 2021 Capital Improvement Project, (ii) not to exceed \$261,277,392 for the purpose of the 2023 Capital Improvement Project; (iii) not to exceed \$32,046,993 for the purpose of the 2023 DMV Project; and (iv) not to exceed \$100,000,000 for the purpose of the 2023 LCB Project; and

**WHEREAS**, pursuant to NRS 349.303, the Board is authorized to delegate to the State Treasurer or designee the power to accept a binding bid for the Bonds subject to certain requirements specified in this Resolution; and

**WHEREAS**, the State Treasurer or designee is authorized to accept the bid submitted by the lowest responsible bidder for the Bonds as determined by the State Treasurer or designee and as set forth in the Certificate of the Treasurer (the "Purchaser"), for the purchase of the Bonds at a price equal to the principal amount thereof, less the discount, of not more than 9 percent of the principal amount, or plus a premium, if any, in each case as shown on the Certificate of the Treasurer, and otherwise upon the terms and conditions provided in this Resolution and in the Certificate of the Treasurer; and

**WHEREAS**, the Board, on behalf of and in the name of the State, has determined and does declare:

**A.** To secure and preserve the public health, safety, convenience, and welfare, it is necessary to issue the Bonds for the Capital Improvement Projects, pursuant to the 2021 Project Act, the 2023 Project Act, the Bond Act, and all supplemental laws; and

**B.** Each of the limitations and other conditions to the issuance of the Bonds in the 2021 Project Act, the 2023 Project Act, the Bond Act, and in any other relevant act

of the State have been met; and pursuant to NRS 349.352, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion;

**NOW, THEREFORE, BE IT RESOLVED BY THE STATE BOARD OF FINANCE OF THE STATE OF NEVADA:**

**Section 1.     Title.** This Resolution shall be known as the "2023A Capital Improvement Bond Resolution."

**Section 2.     Defined Terms.** In addition to the terms defined in the "Whereas" clauses of this Resolution, capitalized undefined terms used herein shall have the following meanings:

"2021 Capital Improvement Acquisition Account" means a separate account held by the Treasurer and designated as the "State of Nevada General Obligation (Limited Tax) Capital Improvement, Series 2023A Acquisition Account – 2021 Authorization."

"2023 Capital Improvement Acquisition Account" means a separate account held by the Treasurer and designated as the "State of Nevada General Obligation (Limited Tax) Capital Improvement, Series 2023A Acquisition Account – 2023 Authorization."

"2023 DMV Acquisition Account" means a separate account held by the Treasurer and designated as the "State of Nevada General Obligation (Limited Tax) Capital Improvement, Series 2023A Acquisition Account – DMV."

"2023 LCB Acquisition Account" means a separate account held by the Treasurer and designated as the "State of Nevada General Obligation (Limited Tax) Capital Improvement, Series 2023A Acquisition Account – LCB."

"Acquisition Accounts" means collectively, the 2021 Capital Improvement Acquisition Account, 2023 Capital Improvement Acquisition Account, 2023 DMV Acquisition Account and the 2023 LCB Acquisition Account.

"Authorized Denomination" means denominations of \$5,000 or any integral multiple thereof.

"Board" means the Board of Finance of the State of Nevada.

"Bond Requirements" means the principal of, and interest and redemption premium, if any, on, the Bonds.

"Bonds" means the State of Nevada General Obligation (Limited Tax) Capital Improvement Bonds, Series 2023A.

"Certificate of the Treasurer" means the certificate executed by the Treasurer or designee on or after the sale of the Bonds and on or before the closing on the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

"Consolidated Bond Fund" means the fund created pursuant to NRS 349.090.

"Costs of Issuance Account" means a separate account held by the Treasurer and designated as the "State of Nevada General Obligation (Limited Tax) Capital Improvement Bonds, Series 2023A Cost of Issuance Account."

"Custodial Deposit" means deposit of Bonds pursuant to a book-entry only system of registration as provided in Section 22 hereof.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., as the disclosure dissemination agent for the State with respect to the Bonds, or any successor disclosure dissemination agent appointed by the State.

"Federal Securities" means federal securities as defined in NRS 349.172, or any successor provision thereto.

"Interest Payment Date" means May 1 and November 1 of each year, commencing the May 1 or November 1 next succeeding the date of delivery of the Bonds.

"Owner" means the person in whose name a Bond is registered on the registration records maintained by the Registrar.

"Paying Agent" means U.S. Bank Trust Company, National Association, and its successors and assigns.

"Project" means collectively, the 2021 Capital Improvement Project, the 2023 Capital Improvement Project, the 2023 DMV Project and the 2023 LCB Project.

"Purchaser" means the initial purchase of the Bonds named in the Certificate of the Treasurer.

"Registrar" means U.S. Bank Trust Company, National Association, and its successors and assigns.

"Regular Record Date" means the fifteenth day of the calendar month preceding each Interest Payment Date (other than a special interest payment date established pursuant to Section 17 hereof for defaulted interest).

"Securities Depository" means Cede & Co., as nominee of The Depository Trust Company, or its successor appointed pursuant to Section 22 hereof, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended.

"Special Record Date" means a special record date fixed by the Registrar pursuant to Section 17 hereof for the payment of defaulted interest.

"Taxes" means annual general (ad valorem) taxes.

"Treasurer" means the State Treasurer.

**Section 3. Authority for Resolution.** This Resolution is adopted pursuant to the 2021 Project Act, the 2023 Project Act, the Bond Act, and all supplemental laws.

**Section 4. Acceptance of Bids.** Pursuant to NRS 349.303, the Board hereby delegates to the Treasurer or designee the authority to accept a binding bid for the Bonds from the Purchaser subject to the following requirements:

**A.** the effective interest rate on the Bonds, calculated in accordance with Chapter 99 of NRS, must not exceed by more than 3% the "Index of Twenty Bonds" which was most recently published in The Bond Buyer before the Purchaser's bid was received;

**B.** the Treasurer or designee, in the Treasurer's or designee's discretion, will determine the dates on which, if any, and the prices at which the Bonds may be called for redemption prior to maturity;

**C.** the purchase price for the Bonds will be an amount equal to the aggregate principal amount of the Bonds less a discount, if any, of not more than 9 percent of such aggregate principal amount, or plus a premium, if any, all as set forth in the Certificate of the Treasurer; and

**D.** the aggregate principal amount of the Bonds payable in any particular year must not exceed \$200,000,000.

**Section 5. Life of Project.** The Board has determined and declares:

**A.** The estimated life or estimated period of usefulness of the Project financed with the proceeds of the Bonds is not less than the average maturity of the Bonds allocable to such projects; and

**B.** The Bonds allocable to the Project will mature at times not exceeding such estimated life or estimated periods of usefulness.

**Section 6. Necessity of Project and Bonds.** It is necessary and in the best interests of the State that the Board undertake the Project and defray the cost by the issuance of the Bonds.

**Section 7. Authorization of Project.** The Board has determined to undertake the Project and defray the cost by the issuance of the Bonds.

**Section 8. Estimated Cost of Project.** The cost of the Project is estimated not to exceed the amount received from the sale of the Bonds, excluding any such cost to be defrayed by any source other than the proceeds of the Bonds.

**Section 9. Resolution to Constitute Contract.** In consideration of the purchase and the acceptance of the Bonds by the Owners thereof from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the State and the Owners of the Bonds.

**Section 10. Bonds Equally Secured.** The covenants and agreements of the State and the Board set forth in this Resolution shall be for the equal benefit, protection, and security of the Owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction, except as otherwise expressly provided in or pursuant to this Resolution.

**Section 11. General Obligations.** All of the Bonds and the Bond Requirements shall constitute general obligations of the State, which hereby pledges its full faith and credit for their payment. All Bond Requirements shall be payable from Taxes as provided in this Resolution.

**Section 12. Non-Exempted Debt.** The issuance of the Bonds constitutes an exercise of the authority conferred by the first paragraph of Section 3, Article 9, of the Constitution of the State, and the Bonds will be treated as bonds to which the limitations stated in the first paragraph of said Section apply.

**Section 13. Limitations upon Security.** Pursuant to NRS 349.250, the payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the State, except the proceeds of Taxes and any other monies pledged for the payment of the Bonds. No property of the State, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

**Section 14. Limitations upon Recourse.** Pursuant to NRS 349.252, no recourse shall be had for the payment of the Bond Requirements or for any claim based thereon or otherwise upon this Resolution, against any individual member of the Board or any officer or other agent of the State, past, present, or future, either directly or indirectly through the Board or the State, or otherwise, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any penalty, or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

**Section 15. No Repeal of Bond Act.** Pursuant to NRS 349.256, the faith of the State is hereby pledged that the 2021 Project Act, the 2023 Project Act, the Bond Act and any other law supplemental or otherwise pertaining thereto, and any other act concerning the Bonds or the Taxes, or both, shall neither be repealed nor amended nor otherwise directly or indirectly modified in such a manner as to impair adversely any outstanding Bonds, until all the Bonds have been discharged in full or provision for their payment and redemption has been fully made.

**Section 16. Authorization of Bonds.** For the purpose of defraying the cost of the Project, there are hereby authorized to be issued the Bonds in the aggregate principal amount designated in the Certificate of the Treasurer, which shall not exceed \$455,530,000 and will include: (i) the principal amount for the 2021 Capital Improvement Project, which shall not exceed \$62,205,694; (ii) the principal amount for the 2023 Capital Improvement Project, which shall not exceed \$261,277,392; (iii) the principal amount for the 2023 DMV Project, which shall not exceed \$32,046,993; and (iv) the principal amount for the 2023 LCB Project, which shall not exceed \$100,000,000.

**Section 17. Bond Details.** The Bonds will be dated as of their date of delivery to the Purchaser and shall be issued in Authorized Denominations. The Bonds shall bear interest from their date until their respective fixed maturity dates (or, if called for redemption prior to maturity as provided below, their redemption dates) at the respective rates per annum set forth in the Certificate of the Treasurer calculated on the basis of a 360-day year of twelve 30-

day months, payable on each Interest Payment Date; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the applicable rates set forth in the Certificate of the Treasurer from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds will mature on the dates and in the principal amounts and bear interest at the rates per annum set forth in the Certificate of the Treasurer.

The portion of the Bonds used to finance the 2021 Capital Improvement Project must mature within 20 years following the date of passage of the 2021 Project Act (not to exceed May 31, 2041). The portion of the Bonds used to finance the 2023 Capital Improvement Project, the 2023 DMV Project and the 2023 LCB Project must mature within 20 years following the date of passage of the 2023 Project Act (not to exceed June 6, 2043).

The principal of and redemption premium, if any, on any Bond shall be payable to the Owner thereof upon maturity or prior redemption thereof and upon presentation and surrender at the principal office of the Paying Agent, or such other office as may be designated by the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after redemption or maturity, it shall continue to bear interest at the interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the Owner thereof by electronic transfer, check or draft mailed by first-class mail by the Paying Agent, on each Interest Payment Date (or, if such Interest Payment Date is not a business day, on the next succeeding business day), to the Owner thereof, at such Owner's address, as shown on the registration records kept by the Registrar as of the Regular Record Date. Interest not so timely paid or duly provided for shall cease to be payable to the Owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the person who is the Owner thereof, at such Owner's address, as shown on the registration records of the Registrar as of the close of business on a Special Record Date fixed for the purpose of paying any such defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten days prior thereto electronically or otherwise by first-class mail to each such Owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying

Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

**Section 18. Redemption.**

**A. Optional Redemption.** The Bonds, or portions thereof in Authorized Denominations, maturing on and after the date designated in the Certificate of the Treasurer, shall be subject to optional redemption prior to their respective maturities, on and after the date designated in the Certificate of the Treasurer, at the option of the State to be exercised by delivery of a written certificate of the Treasurer or designee to the Registrar, in whole or in part at any time, from any maturities selected by the State as selected by the Treasurer or designee and by lot within a maturity, at a price equal to the principal amount of each Bond, or portion thereof, to be so redeemed, plus accrued interest thereon to the redemption date and a premium, if any, computed in accordance with the schedule contained in the Certificate of the Treasurer.

**B. Mandatory Redemption.** The Bonds maturing on the dates specified in the Certificate of the Treasurer as term bonds (the "Term Bonds") are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Consolidated Bond Fund on or before the dates described in the Certificate of the Treasurer, a sum which, together with other moneys available in the "State of Nevada, General Obligation (Limited Tax) Capital Improvement Bonds, Series 2023A Tax Account-Principal" (hereafter created), is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of Term Bonds as provided in the Certificate of the Treasurer. The Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than 60 days nor less than 20 days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (in the manner described above) from all Outstanding Term Bonds of the maturity and series being redeemed, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments.

At the option of the Treasurer to be exercised by delivery of a written certificate to the Registrar not less than 60 days next preceding any sinking fund redemption date, the State may (i) deliver to the Registrar for cancellation Term Bonds (which are subject to sinking fund redemption on such sinking fund redemption date) or portions thereof in Authorized Denominations in an aggregate principal amount desired by the Treasurer, or (ii) specify a principal amount of such Term Bonds (which are subject to sinking fund redemption on such sinking fund redemption date) or portions thereof in Authorized Denominations which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation with respect to such Term Bonds. Each Term Bond or portion thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the State on such sinking fund redemption date and any excess shall be so credited against future sinking fund redemption obligations in such manner as the Treasurer determines. In the event the Treasurer shall utilize the provisions of clause (i) of the first sentence of this paragraph on behalf of the State, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be cancelled.

**Section 19. Redemption Notice.** Unless waived by any Owner of a Bond to be redeemed, notice of redemption shall be given by the Registrar (on direction of the State Treasurer given not less than 60 days prior to the redemption date), by electronic mail as long as Cede & Co. or a nominee or a successor depository is the Owner of the Bonds, and otherwise by first class postage prepaid mail, at least 20 days but not more than 60 days prior to the redemption date, to the Owner of any Bond all or a part of which is called for redemption at the Owner's address as it last appears on the registration records kept by the Registrar, and electronically (1) to the Disclosure Dissemination Agent or (2) if Digital Assurance Certification, L.L.C. no longer serves as the Disclosure Dissemination Agent and the State has not appointed a successor Disclosure Dissemination Agent, to the Municipal Securities Rulemaking Board ("MSRB") via its Electronic Municipal Market Access system. The notice shall identify the Bonds or portions thereof to be redeemed, specify the redemption date and state that on such date the principal amount thereof, accrued interest and premium, if any, thereon will become due and payable at the principal office of the Paying Agent or such other

office as may be designated by the Paying Agent, and that after such redemption date interest will cease to accrue.

After such notice and presentation of the Bonds, the Bonds called for redemption will be paid. Actual receipt of the notice by the Disclosure Dissemination Agent, MSRB or the Owners of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice to the Disclosure Dissemination Agent, MSRB or the Owner of any Bond designated for redemption, or any defect therein, shall not affect the validity of the proceedings for redemption of any other Bond. A certificate by the Registrar that notice of redemption has been given as provided in this Section shall be conclusive as against all parties; and no Owner whose Bond is called for redemption or any other Owner of any Bond may object thereto or may object to the cessation of interest on the redemption date on the ground that he failed to actually receive such notice of redemption.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original notice of redemption was given.

**Section 20. Negotiability.** Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code-Investment Securities, and each Owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code-Investment Securities.

**Section 21. Registration, Transfer and Exchange of Bonds.** Except as otherwise provided in Section 22 hereof:

**A.** Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, or at such other office as may be designated by the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the Owner or attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same series and maturity,

bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same series and maturity of other Authorized Denominations, as provided in Section 17 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar shall require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and shall charge a sum sufficient to pay the cost of preparing and authenticating a new Bond.

**B.** The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds by the Registrar electronically or otherwise and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice electronically or otherwise calling such Bond or any portion thereof for redemption as herein provided.

**C.** The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of payment and for all other purposes; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Owner thereof or legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

**D.** If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the State may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same series and maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

**E.** Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar and counterparts of a

certificate of such cancellation shall be furnished by the Paying Agent or the Registrar to the Board upon request.

**Section 22. Custodial Deposit.**

**A.** Notwithstanding the foregoing provisions of Sections 17 to 21 hereof, the Bonds shall initially be evidenced by one or more Bonds for each year in which the Bonds mature in denominations equal to the aggregate principal amounts of the Bonds maturing in that year. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for the Securities Depository. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of the Securities Depository; or

(2) upon the resignation of the Securities Depository or a determination by the State that the Securities Depository is no longer able to carry out its functions, and the designation by the State of a new Securities Depository; or

(3) upon the resignation of the Securities Depository or a determination by the State that the Securities Depository is no longer able to carry out its functions, and the failure by the State, after reasonable investigation, to locate another qualified depository institution to carry out such depository functions; or

(4) upon determination by the Board that a book-entry only system of registration is not beneficial to the State and/or the Owners of the Bonds.

**B.** In the case of a transfer to a successor of the Securities Depository as referred to in clause (1) of Subsection A hereof or designation of a new Securities Depository pursuant to clause (2) of Subsection A hereof, upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity shall be issued to such successor or new Securities Depository, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) or (4) of Subsection A hereof, and receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in Authorized Denominations as provided in and subject to the limitations of Section 17

hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

**C.** The Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by a Securities Depository.

**D.** The State, the Registrar and the Paying Agent shall endeavor to cooperate with any Securities Depository in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the Securities Depository on the date they are due.

**E.** Upon any partial redemption of any maturity of the Bonds, the Securities Depository in its discretion may request the State to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

**Section 23. Execution and Authentication.**

**A.** Prior to the execution of any Bond by facsimile signature and pursuant to NRS 349.284, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, the Governor of the State, the State Controller, the Secretary of State and the State Treasurer (the "Governor," the "Controller," the "Secretary" and the "Treasurer," respectively) shall each file with the Secretary such officer's manual signature certified under oath.

**B.** Pursuant to NRS 349.282, the Bonds shall be approved, signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor, shall be countersigned and executed with the electronic, manual or facsimile signature of the Controller, and shall be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the Treasurer. There shall be affixed on the Bonds the electronic, manual or facsimile impression of the great seal of the State, and each Bond shall each be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form provided in Exhibit A, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

**Section 24. Use of Predecessor's Signature.** The Bonds bearing the signatures of the officers in office at the time of their execution shall be the valid and binding obligations of the State, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Governor, the Controller, the Treasurer and the Secretary, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for such officer's own facsimile signature the facsimile signature of such officer's predecessor in office if such facsimile signature appears upon any of the Bonds.

**Section 25. Incontestable Recital.** Pursuant to NRS 349.274, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

**Section 26. State Tax Exemption.** Pursuant to NRS 349.354, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

**Section 27. Bond Execution.** The Governor, Controller, Treasurer and Secretary are authorized and directed to prepare and to execute the Bonds as provided above.

**Section 28. Initial Registration.** The Registrar shall maintain the registration records of the State for the Bonds, showing the name and address of the Owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, bond number and its principal amount.

**Section 29. Bond Delivery.** After such registration and after their execution and authentication as provided herein, the Treasurer or designee shall cause the Bonds to be

delivered to the Purchaser thereof, upon payment being made in accordance with the terms of their sale.

**Section 30. Bond Form.** Subject to the provisions of this Resolution, the Bonds shall be in substantially the form attached hereto as Exhibit A, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Resolution, or be consistent with this Resolution and necessary and appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

**Section 31. Consolidated Bond Fund.** Pursuant to NRS 349.236, payment of the Bond Requirements of the Bonds shall be made from the Consolidated Bond Fund of the State, under the provisions of NRS 349.080 through 349.140, except to the extent any provision is otherwise made for such payment by the 2021 Project Act, the 2023 Project Act or this Resolution.

**Section 32. General Tax Levies.** There shall be levied in each calendar year annually until all of the Bond Requirements of the Bonds shall have been fully paid, satisfied and discharged, a Tax on all property, both real and personal, subject to taxation within the boundaries of the State, fully sufficient together with the revenue which will result from the application of the rate to the net proceeds of minerals, to pay and retire the Bonds, without regard to any statutory tax limitations now or thereafter existing, but subject to the limitations imposed by NRS 361.453, and by Section 2 of Article 10 of the Constitution of the State, and after there are made due allowances for probable delinquencies.

**Section 33. Budget Provisions.** In the preparation of the budget for the State, the State Legislature shall first make proper provisions through the levy of sufficient Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the State, including, without limitation, the Bonds subject to the limitations imposed by Section 2 of Article 10 of the Constitution of the State and by NRS 361.453, and the amount of money necessary for this purpose shall be a first charge against all revenues received by the State.

**Section 34. Priorities for Bonds.** As provided in NRS 361.463, in any year the total Taxes levied against the property in the State by all overlapping units within the boundaries of the State may exceed the limitation imposed by NRS 361.453 and it shall become necessary for that reason to reduce the levies made by any of those units, the reduction so made

shall be in Taxes levied by such units (including, without limitation, the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The Taxes levied for the payment of bonded indebtedness and the interest thereon enjoy a priority over taxes levied by each such unit (including, without limitation, the State), for all other purposes where reduction is necessary in order to comply with the limitation imposed by NRS 361.453.

**Section 35. Correlation of Levies.** Such Taxes shall be levied and collected in the same manner and at the same time as other Taxes are levied and collected. The proceeds of Taxes levied to pay interest on the Bonds shall be kept by the Treasurer in a special fund hereby created and designated as the "State of Nevada General Obligation (Limited Tax) Capital Improvement Bonds, Series 2023A Tax Account-Interest," and the proceeds of Taxes levied to pay the principal of the Bonds shall be kept in a special fund hereby created and designated as the "State of Nevada General Obligation (Limited Tax) Capital Improvement a Bonds, Series 2023A Tax Account-Principal." Such funds shall be used for no other purpose than the payment of interest on and principal of the Bonds, respectively, as the same become due.

**Section 36. Use of General Fund.** Any sums coming due on the Bonds at any time when there are on hand from such Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the State, reimbursement to be made for such general funds in the amounts so advanced when the Taxes have been collected, pursuant to NRS 349.242.

**Section 37. Use of Other Funds.** Nothing in this Resolution prevents the State from applying any funds (other than Taxes) that may be available for that purpose to the payment of the Bond Requirements of the Bonds, including without limitation any funds described in the 2021 Project Act or the 2023 Project Act, and upon such payment, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 349.244.

**Section 38. Legislative Duties.** In accordance with NRS 349.238 through 349.244, inclusive, it shall be the duty of the State Legislature, at the time and in the manner provided by law for levying other taxes of the State, if such action shall be necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions of this Resolution with reference to the annual levy and collection of such Taxes; and the State Legislature shall require the officers of the State to levy, extend and collect such Taxes in the

manner provided by law for the purpose of creating funds for the payment of the Bond Requirements of the Bonds.

**Section 39. Appropriation of Taxes.** In accordance with NRS 349.248, there is specially appropriated the proceeds of such Taxes to the payment of the Bond Requirements of the Bonds; and such appropriations shall neither be repealed nor such Taxes postponed or diminished (except as otherwise expressly provided) until the Bond Requirements of the Bonds have been wholly paid.

**Section 40. Use of Bond Proceeds.** Pursuant to NRS 349.294, amounts received from the sale of the Bonds shall be deposited promptly by the Treasurer and shall be accounted for in the following manner and priority and are hereby pledged for such purposes:

**A.** First, an amount sufficient to pay the costs of issuance of the Bonds shall be credited to the Costs of Issuance Account hereby created and to be held by the Treasurer and used for the purpose of paying the costs of issuance of the Bonds. Any proceeds of the Bonds remaining in the Costs of Issuance Account after paying the costs of issuance of the Bonds shall be deposited into the Acquisition Accounts as directed by the Treasurer or designee.

**B.** Second, the amount received from the sale of the Bonds for the purpose of effecting the 2021 Capital Improvement Project shall be credited to the 2021 Capital Improvement Acquisition Account.

**C.** Third, the amount received from the sale of the Bonds for the purpose of effecting the 2023 Capital Improvement Project shall be credited to the 2023 Capital Improvement Acquisition Account.

**D.** Fourth, the amount received from the sale of the Bonds for the purpose of effecting the 2023 DMV Project shall be credited to the 2023 DMV Acquisition Account.

**E.** Fifth, the amount received from the sale of the Bonds for the purpose of effecting the 2023 LCB Project shall be credited to the 2023 LCB Acquisition Account.

**Section 41. Investments.** Pursuant to NRS 349.304, the Board hereby authorizes the Treasurer to cause to be invested and reinvested any proceeds of Taxes and any proceeds from the issuance of the Bonds. Pursuant to NRS 349.304, (i) any gain from the investment of any proceeds of the Bonds credited to the 2021 Capital Improvement Acquisition

Account shall be deposited promptly upon its receipt to the 2021 Capital Improvement Acquisition Account and applied to the 2021 Capital Improvement Project; (ii) any gain from the investment of any proceeds of the Bonds credited to the 2023 Capital Improvement Acquisition Account shall be deposited promptly upon its receipt to the 2023 Capital Improvement Acquisition Account and applied to the 2023 Capital Improvement Project; (iii) any gain from the investment of any proceeds of the Bonds credited to the 2023 DMV Acquisition Account shall be deposited promptly upon its receipt to the 2023 DMV Acquisition Account and applied to the 2023 DMV Project; (iv) any gain from the investment of any proceeds of the Bonds credited to the 2023 LCB Acquisition Account shall be deposited promptly upon its receipt to the 2023 LCB Acquisition Account and applied to the 2023 LCB Project; and (v) any gain from the investment of any proceeds of the Bonds credited to the Costs of Issuance Account shall be deposited promptly upon its receipt to the Costs of Issuance Account and applied to the costs of issuance of the Bonds.

**Section 42. Use of Acquisition Accounts.** The moneys in the 2021 Capital Improvement Acquisition Account except as otherwise expressly provided, shall be used and paid out solely for the purpose of paying the cost of the 2021 Capital Improvement Project; or, if not needed for that purpose, shall be either (i) credited to the Consolidated Bond Fund and applied to pay the Bond Requirements of the Bonds as they become due, or (ii) utilized as otherwise directed by the Treasurer or designee for any lawful purpose. The moneys in the 2023 Capital Improvement Acquisition Account except as otherwise expressly provided, shall be used and paid out solely for the purpose of paying the cost of the 2023 Capital Improvement Project; or, if not needed for that purpose, shall be either (i) credited to the Consolidated Bond Fund and applied to pay the Bond Requirements of the Bonds as they become due, or (ii) utilized as otherwise directed by the Treasurer or designee for any lawful purpose. The moneys in the 2023 DMV Acquisition Account except as otherwise expressly provided, shall be used and paid out solely for the purpose of paying the cost of the 2023 DMV Project; or, if not needed for that purpose, shall be either (i) credited to the Consolidated Bond Fund and applied to pay the Bond Requirements of the Bonds as they become due, or (ii) utilized as otherwise directed by the Treasurer or designee for any lawful purpose. The moneys in the 2023 LCB Acquisition Account except as otherwise expressly provided, shall be used and paid out solely for the purpose of paying the cost of the 2023 LCB Project; or, if not needed for that purpose, shall be either (i)

credited to the Consolidated Bond Fund and applied to pay the Bond Requirements of the Bonds as they become due, or (ii) utilized as otherwise directed by the Treasurer or designee for any lawful purpose.

**Section 43. Prevention of Bond Default.** Except as otherwise expressly provided by this Resolution, the Treasurer shall use any Bond proceeds credited to the Acquisition Accounts, without further order or warrant, to pay the Bond Requirements of the Bonds, as the same become due, whenever and to the extent moneys otherwise available therefor are insufficient for that purpose. The Treasurer or designee shall promptly notify the Board of any such use. Any moneys so used shall be restored to the applicable account, from the first revenues thereafter received and available for such restoration.

**Section 44. Defeasance.** When all Bond Requirements of any Bond have been duly paid, the pledge and lien and all obligations hereunder with respect to such Bond shall thereby be discharged and such Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. A Bond will be deemed to be paid when there has been placed in irrevocable escrow an amount sufficient (including the known minimum yield available for such purpose from Federal Securities, as defined in NRS 349.174, in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of such Bond, as the same become due to the final maturity thereof or upon any prior redemption date as of which the Board shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of such Bond for payment, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the Bond Requirements of such Bond, as the same become due. The Federal Securities shall become due at or before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the State and the escrow agent at the time of the creation of the escrow or trust. For the purpose of this Section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the holder thereof. Upon direction of the Treasurer or designee, the Paying Agent shall mail written notice of the defeasance of any Bonds to the Owners of such Bonds at the addresses last shown on the registration records for such Bonds maintained by the Registrar.

**Section 45. Tax Covenant.** The State covenants for the benefit of the Owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds,

the proceeds thereof, any other funds of the State, or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission would (i) cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Code. The foregoing covenant shall remain in full force and effect notwithstanding the defeasance of all of the Bonds until the date on which all obligations of the State in fulfilling the above covenant under the Code have been met. The State makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code).

**Section 46. Modification, Alteration, Supplementation or Amendment of Resolution.**

A. The Board may, from time to time, modify, amend, supplement or alter this Resolution without the consent of, or notice to any of the Owners of the Bonds or the insurer of the Bonds, if any, for any one or more of the following purposes:

(1) to add to the agreements of the Board or the State contained in this Resolution, other agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Board or the State;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Resolution, or in regard to matters or questions arising under this Resolution, as the Board may deem necessary or desirable and not inconsistent with this Resolution;

(3) to grant to or confer any additional rights, remedies, powers or authorities that may be lawfully granted to or conferred upon the Owner of the Bonds;

(4) to evidence the appointment of successors to any depositories, custodians, Paying Agent or Registrar; or

(5) to make any other change which shall not have a material adverse effect on the interests of the Owners of the Bonds.

**B.** The Board may, from time to time, modify, amend, alter, or supplement this Resolution other than as provided in A above; provided that the Board shall give notice to the insurer of the Bonds, if any, and the Owners of the Bonds in the manner herein described and shall receive the written consent of the insurer of the Bonds, if any, or the Owners of not less than 51% of the Bonds then outstanding; provided, however, that no such supplemental proceedings shall:

(1) extend the maturity date or due date of any mandatory sinking fund redemption with respect to any Bond outstanding hereunder;

(2) reduce or extend the time of payment of the principal of, redemption premium or interest on any Bond outstanding hereunder;

(3) reduce any premium payable upon the redemption of any Bond hereunder or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date;

(4) give to any Bond or Bonds a preference over any other Bond or Bonds; or

(5) reduce the percentage of Bonds the Owners of which are required to consent to any proceedings amending or supplementing the provisions hereof.

**C.** In the event that the Board intends to enter into or adopt any modification, alteration or amendment of this Resolution as described in B above, the Treasurer or designee shall mail, electronically or otherwise, to the insurer of the Bonds, if any, and the Owners of the Bonds at their addresses as shown on the registration records maintained by the Registrar, a notice of such intention along with a description of such amendment or modification not less than 30 days prior to the proposed effective date of such amendment or modification. The consents of the insurer of the Bonds, if any, or the Owners of the Bonds need not approve the particular form of wording of the proposed amendment, modification or supplement, but it shall be sufficient if such consents approve the substance thereof. Failure of the insurer of the Bonds, if any, or the Owner of any Bond to receive the notice required herein shall not affect the validity of any proceedings supplemental hereto if the insurer of the Bonds, if any, or the required number of Owners of the Bonds shall provide their written consent to such amendment or modification.

**D.** No such supplemental resolution which is described in B above shall become effective unless the insurer of the Bonds, if any, or Owners of at least 51% in aggregate principal amount of the Bonds then outstanding shall have filed with the Secretary of the Board within three (3) months after the date of adoption of such supplemental resolution properly executed instruments approving the adoption of such supplemental resolution, each such instrument to be accompanied by proof of insurance or ownership of the Bonds satisfactory to the Secretary of the Board to which such instrument refers.

**E.** Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Section shall thereafter form a part of this Resolution and all conditions of this Resolution for any and all purposes, and shall be effective as to all Owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

**Section 47. Purchaser Not Responsible.** The validity of the Bonds shall not be dependent on or be affected by the validity or regularity of any proceedings relating to the Project. The Purchaser and any Owner of the Bonds shall in no manner be responsible for the application or disposal by the State or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys described in this Resolution.

**Section 48. Limitations upon Contract.** The enforceability of the obligations of the State is subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers delegated to it by the United States Constitution.

**Section 49. Replacement of Registrar or Paying Agent.** If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Treasurer shall determine that the Registrar or Paying Agent has become incapable of performing its duties hereunder, the Treasurer may, upon notice sent electronically or otherwise to each Owner of any Bond at such Owner's address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the State shall have the right to have the same institution serves as both Registrar and Paying Agent hereunder.

Any corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Resolution to the contrary notwithstanding.

**Section 50. Continuing Disclosure Undertaking.** The State covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the Disclosure Dissemination Agreement, in substantially the form on file with the Secretary of the Board, to be executed by the Treasurer or designee, with any amendments deemed necessary by the Treasurer or designee, and delivered in connection with the delivery of the Bonds.

**Section 51. Delegated Powers.** The officers of the State are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

**A.** The printing of the Bonds, including a statement of insurance, if applicable;

**B.** The completion and execution of such certificates and agreements, electronically or otherwise, as may be reasonably required by the Purchaser relating, among other things, to the execution of the Bonds, the deposit of the Bonds with The Depository Trust Company, the tenure and identity of the officials of the Board and of the State, the delivery of the Bonds, the assessed valuation of the taxable property in and the indebtedness of the State, the receipt of the purchase price of the Bonds, the exemption of interest on the Bonds from gross income and alternative taxable income for federal income tax purposes, and, if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

**C.** The execution of appropriate agreements with the Registrar and Paying Agent as to their services hereunder;

**D.** The assembly and dissemination of financial and other information concerning the State and the Bonds;

**E.** The preparation and circulation of a preliminary official statement, a notice of sale and an official statement for the Bonds in the forms specified by the Treasurer or designee. The Treasurer or designee is authorized to deem the official statement or the preliminary official statement to be a "final" official statement (other than permitted omissions) on behalf of the State for the purposes of Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended;

**F.** The completion and execution of the Certificate of the Treasurer and the Disclosure Dissemination Agreement; and

**G.** The issuance and sale of the Bonds pursuant to the provisions of this Resolution.

**Section 52. Ratification.** All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the State, and otherwise taken by the State in connection with:

**A.** The Project; and

**B.** The issuance and sale of the Bonds, is ratified, approved and confirmed, including without limitation the preparation and distribution of a preliminary official statement, a notice of sale and a final official statement relating to the Bonds and the supplement thereto and the convening of the meeting at which this Resolution is adopted.

**Section 53. Additional Securities.** The Board reserves the privilege of issuing additional general obligation securities authorized by law at any time or from time to time for any lawful purpose.

**Section 54. Resolution Irrepealable.** After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the State and the Owner or Owners of the Bonds; and this Resolution, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged except as this Resolution may be amended, modified, supplemented or altered pursuant to Section 46 hereof.

**Section 55. Repealer.** All bylaws, orders, resolutions, other instruments, or parts thereof, inconsistent with this Resolution are repealed to the extent of such inconsistency.

**Section 56. Severability.** If any section, subsection, paragraph, clause, or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the

invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

**Section 57. Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

ADOPTED on September 13, 2023.

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Joe Lombardo, Governor, Chairman  
State Board of Finance

Attest:

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Lori Hoover, Secretary  
State Board of Finance

## EXHIBIT A

### FORM OF BOND

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

STATE OF NEVADA  
GENERAL OBLIGATION (LIMITED TAX)  
CAPITAL IMPROVEMENT BOND  
SERIES 2023A

No. \_\_\_\_\_ \$ \_\_\_\_\_  
Interest Rate                      Maturity Date                      Dated as of                      CUSIP  
\_\_\_\_\_% per annum                      \_\_\_\_\_ 1, 20\_\_\_\_                      \_\_\_\_\_, 2023

OWNER:      CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The State of Nevada (the "State") for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner, or registered assigns, the Principal Amount, on the Maturity Date (unless called for earlier redemption), and to pay interest thereon on May 1 and November 1 of each year, commencing on May 1, 2024, at the Interest Rate calculated on the basis of a 360 day year of twelve 30 day months, until the Principal Amount is paid or payment has been provided therefor. This Bond will bear interest from the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the date of this Bond. The principal of and redemption premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of the State's paying agent for the Bonds (as hereinafter defined), presently U.S. Bank Trust Company, National Association (the "Paying Agent"), or at such other office as may be designated by the Paying Agent. Interest on this Bond will be paid on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), by electronic transfer, check or draft mailed by first-class mail to the person in whose name this Bond is registered in the registration records of the State maintained by the State's registrar for the Bonds, presently U.S. Bank Trust Company, National Association (the "Registrar"), and at the address appearing thereon, as of the close of business on the fifteenth day of the calendar month preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid (or duly provided for) shall cease to be payable to the person who is the Owner as of the close of business on the Regular Record Date and shall be payable to the person who is the Owner as of the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owner electronically or otherwise by first-class mail not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the Owner and the Paying Agent, as

provided in the resolution of the State Board of Finance of the State (the "Board") authorizing the issuance of the Bonds and designated in Section 1 thereof as the "2023A Capital Improvement Bond Resolution" (the "Resolution"), duly adopted by the Board prior to the issuance of the Bonds. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

This Bond is one of a series of bonds (the "Bonds"), of like tenor except as to number and denominations, issued pursuant to the Resolution.

[The Bonds are issuable solely as fully registered Bonds in denominations of \$5,000 each or any integral multiple thereof and are exchangeable for fully registered Bonds of the same maturity in equivalent aggregate principal amounts and in authorized denominations at the aforesaid office of the Registrar but only in the manner, subject to the limitations and on payment of the charges provided in the Resolution.] <sup>1</sup>

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the State or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. Or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.] <sup>2</sup>

[The Registrar will not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business fifteen (15) days before the day of the mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for prior redemption.

This Bond is transferable by the Owner in person or by such Owner's duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered Bond of authorized denomination or denominations of the same aggregate principal amount and maturity will be issued to the transferee in exchange for this Bond, subject to such terms and conditions, and on payment of the charges as set forth in the Resolution.] <sup>1</sup>

The State, the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute Owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Resolution with respect to Regular and Special Record Dates for the payment of interest.

[The Bonds shall not be transferable or exchangeable except as set forth in the Resolution.] <sup>2</sup>

The Bonds are issued by the State, upon its behalf and upon its credit, for the purpose of paying, wholly or in part, the cost of the Project set forth in the Resolution, under the authority of and in full compliance with the constitution and laws of the State, and pursuant to the Resolution. A copy of the Resolution is on file in the office of the ex-officio secretary of the State Board of Finance, in Carson City, Nevada, for public inspection.

The Bonds, or portions thereof, will be subject to redemption prior to their respective maturities, at the option of the Treasurer, as provided in the Resolution and the Certificate of the Treasurer.

[Upon partial prior redemption of Bonds, Cede & Co., in its discretion, may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment.] <sup>2</sup>

[Certain of the Bonds shall be subject to mandatory sinking fund redemption as provided in the Certificate of the Treasurer.] <sup>3</sup>

[In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar will, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. Redemption shall be made upon not more than sixty (60) nor less than twenty (20) days prior notice as provided in the Resolution.] <sup>1</sup>

This Bond must be registered in the name of the Owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Resolution. No transfer of this Bond shall be valid unless made on the registration records maintained by the Registrar at its principal office, or such other office as may be designated by the Registrar, by the Owner or such Owner's attorney duly authorized in writing.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the State in the issuance of this Bond; that the total indebtedness of the State, including that of this Bond, does not exceed any limit of indebtedness prescribed by the constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes sufficient to pay the principal of, redemption premiums, if any, and interest on this Bond when the same become due (except to the extent other funds are available therefor), subject to the limitations imposed by the constitution and statutes of the State; and that the full faith and credit of the State are hereby irrevocably pledged to the punctual payment of the principal of, redemption premiums, if any, and interest on this Bond according to its terms.

Reference is made to the Resolution and all modifications and amendments thereof, if any, to the acts authorizing the issuance of the Bonds, *i.e.*, Chapter 466, Statutes of Nevada, 2021 (the "2021 Project Act") and all laws amendatory thereof, Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada 2023 (the "2023 Project Act") and all laws amendatory thereof and to NRS 349.150 to 349.364, designated in NRS 349.150 thereof as the State Securities Law (the

"Bond Act") and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, the terms and conditions upon which the Bonds are issued, and a statement of rights duties, immunities and obligations of the State, and the rights and remedies of the Owner of this Bond.

The Bonds are issued pursuant to the 2021 Project Act, the 2023 Project Act, the Bond Act, and all laws supplemental thereto; pursuant to NRS 349.274, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 349.354, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of Nevada Revised Statutes and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of Nevada Revised Statutes.

In accordance with NRS 349.252, no recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on this Bond or for any claim based thereon or otherwise in respect to the Resolution, against any individual member of the Board, or any officer or other agent of the State, past, present or future, either directly or indirectly through the Board or the State, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the State, acting by and through the Board, has caused this Bond to be signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor of the State, to be countersigned with the electronic, manual or facsimile signature of the Controller of the State, and to be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary of State; has caused the electronic, manual or facsimile impression of the great seal of the State to be affixed hereon; and has caused this Bond to be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the State Treasurer; all as of the dated date above.

THE STATE OF NEVADA

(Electronic, Manual or Facsimile Signature)

Governor of the State of Nevada

[ELECTRONIC, MANUAL OR FACSIMILE SEAL]

Attest:

(Electronic, Manual or Facsimile Signature)

Secretary of State

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Controller

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Treasurer

- 1 - Insert only if Bonds are delivered pursuant to Section 22(A)(3) of this Resolution.
- 2 - Insert only if the Bonds are initially delivered to the Depository Trust Company pursuant to Section 22(A) of this Resolution.
- 3 - Insert only if the Certificate of the Treasurer designates any of the Bonds as term bonds.

[End of Form of Bond]

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION FOR BONDS]

Date of authentication and registration: \_\_\_\_\_

This is one of the Bonds described in the within mentioned Resolution, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Registrar

By \_\_\_\_\_  
Authorized Officer

[End of Form of Registrar's Certificate of Authentication for Bonds]

STATE OF NEVADA            )  
  )       ss.  
CARSON CITY                 )

I am the duly chosen and qualified Chief Deputy of the Nevada State Treasurer's Office and acting secretary of the Board of Finance of the State of Nevada (the "Board"), and do hereby certify that:

1.       The foregoing pages constitute a true, correct, complete and compared copy of the 2023A Capital Improvement Bond Resolution, which resolution was passed and adopted by the Board at the duly held meeting of September 13, 2023, in the Old Assembly Chambers of the Capitol Building, Second Floor, 101 N. Carson Street, Carson City, Nevada 89701 and at 555 E. Washington Avenue, Las Vegas, Nevada.

2.       The original of the 2023A Capital Improvement Bond Resolution was signed by the chair of the Board and authenticated by me as ex officio secretary of the Board and was recorded in the minutes of the Board kept for that purpose in my office.

3.       The members of the Board listed below attended such meeting and voted in favor of the passage of the 2023A Capital Improvement Bond Resolution:

Governor:	Joe Lombardo
Treasurer:	Zachary B. Conine
Controller:	Andy Matthews
Other Members:	Benjamin Edwards
	David R. Navarro

4.       All members of the Board were given due and proper notice of such meeting.

5.       Written notice of such meeting was given at least three working days before the meeting pursuant to NRS 241.020.

6.       A copy of the notice so given is attached to this certificate as Appendix I.

7.       No other proceedings were adopted and no other action taken or considered at such meeting relating to the subject matter of the 2023A Capital Improvement Bond Resolution.

2023. IN WITNESS WHEREOF, I have hereunto set my signature on September 13,

---

Lori Hoover, Secretary  
State Board of Finance

**APPENDIX I**  
**(Copy of Notice of Meeting)**

## **Attachment A-1**

### **2023A Governor's Finance Office Certification** *Pursuant to AB1 of the 34<sup>th</sup> Special Session Section 8, Subsection 2*



**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
**Budget Division**

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

August 25, 2023


State of Nevada Board of Finance  
Carson City, Nevada

Re: Various Department of Motor Vehicles Projects under Section 8 of Chapter 1,  
Statutes of Nevada, 2023 – Sufficiency of Money Budgeted to Pay Bond  
Repayment Costs

Ladies and Gentlemen:

The State of Nevada Board of Finance (the "**Board**") is authorized by Section 8 of Chapter 1, Statutes of Nevada, 2023 (the "**2023 DMV Project Act**"), to issue general obligation bonds of the State of Nevada in the face amount not to exceed \$111,304,685 (the "**Bonds**") for the purpose of financing the costs of the projects numbered and identified in the Executive Budget for the 2023-2025 biennium and otherwise described in subsection 1 of the 2023 DMV Project Act. I understand that the Bonds must mature within 20 years following the date of passage of the 2023 DMV Project Act (i.e., not later than June 6, 2043). I further understand that the Board plans to issue a portion of the Bonds in an aggregate face amount not to exceed \$32,046,993 later this year. In my capacity as the Director of the Office of Finance in the Office of the Governor of the State of Nevada, I hereby certify to the Board that the money budgeted and to be budgeted as described in subsection 3 of the 2023 DMV Project Act will be sufficient to pay the bond repayment costs of the Bonds.

**GOVERNOR'S FINANCE OFFICE**  
**STATE OF NEVADA**

  
Amy Stephenson, Director

## **Attachment B**

### **2023B Natural Resources and Open Space Bond Resolution**

## **RESOLUTION**

**A RESOLUTION DESIGNATED THE "2023B NATURAL RESOURCES AND OPEN SPACE BOND RESOLUTION"; APPROVING THE ISSUANCE AND SALE OF THE STATE OF NEVADA, GENERAL OBLIGATION (LIMITED TAX) NATURAL RESOURCES AND OPEN SPACE BONDS, SERIES 2023B; PROVIDING THE PURPOSES FOR WHICH SUCH BONDS ARE ISSUED, THE FORM, TERMS, AND CONDITIONS OF SUCH BONDS, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF SUCH BONDS; AND PROVIDING OTHER RELATED MATTERS.**

**WHEREAS**, the Board of Finance (the "Board") of the State of Nevada (the "State") is authorized by Section 17 of Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada 2023 (the "2023 Project Act"), to issue general obligation bonds in the face amount of not more than \$43,309,936 to fund projects (collectively, the "Natural Resources and Open Space Projects") described in subsections 1, 2, 4 and 8 of Section 2 of Chapter 480, Statutes of Nevada 2019 (the "2019 Project Act"); and

**WHEREAS**, the Board has not previously issued any bonds pursuant to the 2023 Project Act; and

**WHEREAS**, the Board of Finance (the "Board") of the State of Nevada (the "State") is authorized by Section 16 of Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada 2023 (the "Tahoe Project Act" and together with the 2023 Project Act, the "Projects Acts") to issue \$13,000,000 in general obligation bonds for the purpose of financing the costs of environmental improvement projects for the Lake Tahoe Basin as provided in Section 1 of Chapter 514, Statutes of Nevada 1999 (the "1999 Act" and the "Tahoe Project" and together with the Natural Resources and Open Space Projects, the "2023 Projects"); and

**WHEREAS**, the Board has not previously issued any bonds pursuant to the Tahoe Project Act; and

**WHEREAS**, the Board has determined at this time to issue a portion of the general obligation bonds authorized by the State Legislature pursuant to the 2023 Project Act in an aggregate

principal amount not to exceed \$12,300,000 for the purpose of financing certain of the Natural Resources and Open Space Projects set forth in Sections 2(1), (2), (4) and (8) of the 2019 Project Act with the proceeds of bonds which are exempt from the State debt limit and to issue a portion of the general obligation bonds authorized by the State Legislature pursuant to the Tahoe Project Act in an aggregate principal amount not to exceed \$2,200,000 for the purpose of financing certain of the Natural Resources and Open Space Projects set forth in Section 16 of the Tahoe Project Act with the proceeds of bonds which are exempt from the State debt limit; and

**WHEREAS**, the State of Nevada General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B (the "Bonds") will be sold in the aggregate principal amount set forth in the Certificate of the State Treasurer (the "Certificate of the Treasurer") not to exceed \$14,500,000 for the purpose of financing the 2023 Projects; and

**WHEREAS**, the State Securities Law, cited as NRS 349.150 through and including 349.364, as amended (the "Bond Act"), applies to the Bonds authorized hereunder; and

**WHEREAS**, pursuant to NRS 349.303, the Board is authorized to delegate to the State Treasurer (the "Treasurer") or designee the power to accept a binding bid for the Bonds subject to certain requirements specified in this Resolution; and

**WHEREAS**, the Treasurer or designee is authorized to accept the bid submitted by the lowest responsible bidder for the Bonds as determined by the Treasurer or designee and as set forth in the Certificate of the Treasurer (the "Purchaser"), for the purchase of the Bonds at a price equal to the principal amount thereof, less the discount, of not more than 9 percent of the principal amount, or plus a premium, if any, in each case as shown on the Certificate of the Treasurer, and otherwise upon the terms and conditions provided in this Resolution and in the Certificate of the Treasurer; and

**WHEREAS**, the Board, on behalf of and in the name of the State, has determined and does declare:

**A.** To secure and preserve the public health, safety, convenience, and welfare, it is necessary to issue the Bonds for the 2023 Projects, pursuant to the Project Acts, the Bond Act, and all supplemental laws of the State; and

**B.** Each of the limitations and other conditions to the issuance of the Bonds in the Project Acts, the Bond Act, and in any other relevant act of the State have been met; and pursuant to NRS 349.352, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

**NOW, THEREFORE, BE IT RESOLVED BY THE STATE BOARD OF FINANCE OF THE STATE OF NEVADA:**

**Section 1. Title.** This Resolution shall be known as the "2023B Natural Resources and Open Space Bond Resolution".

**Section 2. Defined Terms.** In addition to the terms defined in the "Whereas" clauses of this Resolution, capitalized undefined terms used herein shall have the following meanings:

"Acquisition Account for Tahoe Projects" means a separate account held by the Treasurer and designated as the "State of Nevada General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B Acquisition Account for Tahoe Projects."

"Authorized Denomination" means denominations of \$5,000 or any integral multiple thereof.

"Board" means the Board of Finance of the State of Nevada.

"Bond Requirements" means the principal of, and interest and redemption premium, if any, on, the Bonds.

"Bonds" means the State of Nevada General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B.

"Certificate of the Treasurer" means the certificate executed by the Treasurer or designee on or after the sale of the Bonds and on or before the closing on the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

"Consolidated Bond Fund" means the fund created pursuant to NRS 349.090.

"Costs of Issuance Account" means a separate account held by the Treasurer and designated as the "State of Nevada, General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B, Cost of Issuance Account."

"Custodial Deposit" means deposit of Bonds pursuant to a book-entry only system of registration as provided in Section 22 hereof.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., as the disclosure dissemination agent for the State with respect to the Bonds, or any successor disclosure dissemination agent appointed by the State.

"Federal Securities" means federal securities as defined in NRS 349.172, or any successor provision thereto.

"Interest Payment Date" means May 1 and November 1 of each year, commencing the May 1 or November 1 next succeeding the date of delivery of the Bonds.

"Natural Resources Fund" means the account created by the 2019 Project Acts, to be held and accounted for separately within the State General Fund and to be administered by the Director of the State Department of Conservation and Natural Resources pursuant to the Project Acts and this Resolution.

"Owner" means the person in whose name a Bond is registered on the registration records maintained by the Registrar.

"Paying Agent" means U.S. Bank Trust Company, National Association, and its successors and assigns.

"Purchaser" means the initial purchaser of the Bonds named in the Certificate of the Treasurer.

"Registrar" means U.S. Bank Trust Company, National Association, and its successors and assigns.

"Regular Record Date" means the 15th day of the calendar month preceding each Interest Payment Date (other than a special interest payment date established pursuant to Section 17 hereof for defaulted interest).

"Securities Depository" means Cede & Co., as nominee of The Depository Trust Company, or its successor appointed pursuant to Section 22 hereof, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended.

"Special Record Date" means a special record date fixed by the Registrar pursuant to Section 17 hereof for the payment of defaulted interest.

"Taxes" means annual general (ad valorem) taxes.

"Treasurer" means the State Treasurer.

**Section 3. Authority for Resolution.** This Resolution is adopted pursuant to the Project Acts, the Bond Act, and all supplemental laws.

**Section 4. Acceptance of Bids.** Pursuant to NRS 349.303, the Board hereby delegates to the Treasurer or designee the authority to accept a binding bid for the Bonds from the Purchaser subject to the following requirements:

**A.** the effective interest rate on the Bonds, calculated in accordance with Chapter 99 of NRS, must not exceed by more than 3% the "Index of Twenty Bonds" which was most recently published in The Bond Buyer before the Purchaser's bid was received;

**B.** the Treasurer or designee, in the Treasurer's or designee's discretion, will determine the dates on which, if any, and the prices at which the Bonds may be called for redemption prior to maturity;

**C.** the purchase price for the Bonds will be an amount equal to the aggregate principal amount of the Bonds as set forth in the Certificate of the Treasurer less a discount, if any, of not more than 9 percent of such aggregate principal amount, or plus a premium, if any, all as set forth in the Certificate of the Treasurer; and

**D.** the aggregate principal amount of the Bonds financing the Natural Resources and Open Space Projects payable in any particular year must not exceed \$7,000,000.

**E.** the aggregate principal amount of the Bonds financing the Tahoe Projects payable in any particular year must not exceed \$2,200,000.

**Section 5. Life of Project.** The Board has determined and declares:

**A.** The estimated life or estimated period of usefulness of the 2023 Projects financed with the proceeds of the Bonds is not less than the average maturity of the Bonds; and

**B.** The Bonds will mature at times not exceeding such estimated life or estimated periods of usefulness.

**Section 6. Necessity of Project and Bonds.** It is necessary and in the best interests of the State that the Board undertake the 2023 Projects and defray the cost by the issuance of the Bonds.

**Section 7. Authorization of Project.** The Board has determined to undertake the 2023 Projects and defray the cost by the issuance of the Bonds.

**Section 8. Estimated Cost of Project.** The cost of the 2023 Projects is estimated not to exceed the amount received from the sale of the Bonds, excluding any such cost to be defrayed by any source other than the proceeds of the Bonds.

**Section 9. Resolution to Constitute Contract.** In consideration of the purchase and the acceptance of the Bonds by the Owners thereof from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the State and the Owners of the Bonds.

**Section 10. Bonds Equally Secured.** The covenants and agreements of the State and the Board set forth in this Resolution shall be for the equal benefit, protection, and security of the Owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction, except as otherwise expressly provided in or pursuant to this Resolution.

**Section 11. General Obligations.** All of the Bonds and the Bond Requirements shall constitute general obligations of the State, which hereby pledges its full faith and credit for their payment. All Bond Requirements shall be payable from Taxes as provided in this Resolution.

**Section 12. Exempted Debt.** The issuance of the Bonds constitutes an exercise of the authority conferred by the second paragraph of Section 3, Article 9, of the Constitution of the State, and the Bonds will be treated as bonds to which the limitations stated in the first paragraph of said Section do not apply.

**Section 13. Limitations upon Security.** Pursuant to NRS 349.250, the payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the State, except the proceeds of Taxes and any other monies pledged for the payment of the Bonds. No property of the State, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

**Section 14. Limitations upon Recourse.** Pursuant to NRS 349.252, no recourse shall be had for the payment of the Bond Requirements or for any claim based thereon or otherwise upon this Resolution, against any individual member of the Board or any officer or other agent of the State, past, present, or future, either directly or indirectly through the Board or the State, or otherwise, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any penalty, or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

**Section 15. No Repeal of Bond Act.** Pursuant to NRS 349.256, the faith of the State is hereby pledged that the Project Acts, the Bond Act, and any other law supplemental or otherwise pertaining thereto, and any other act concerning the Bonds or the Taxes, or both, shall neither be repealed nor amended nor otherwise directly or indirectly modified in such a manner as to impair adversely any outstanding Bonds, until all the Bonds have been discharged in full or provision for their payment and redemption has been fully made.

**Section 16. Authorization of Bonds.** For the purpose of defraying the cost of the 2023 Projects, the Bonds are hereby authorized to be issued in the aggregate principal amount designated in the Certificate of the Treasurer which shall not exceed \$14,500,000 for the purpose of financing the 2023 Projects.

**Section 17. Bond Details.** The Bonds will be dated as of their date of delivery to the Purchaser and shall be issued in Authorized Denominations. The Bonds shall bear interest from their date until their respective fixed maturity dates (or, if called for redemption prior to maturity as provided below, their redemption dates) at the respective rates per annum set forth in the Certificate of the Treasurer calculated on the basis of a 360-day year of twelve 30-day months, payable on each Interest Payment Date; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the applicable rates set forth in the Certificate of the Treasurer from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds will mature on the dates and in the principal amounts and bear interest at the rates per annum set forth in the Certificate of the Treasurer. The Bonds financing the Natural Resources and Open Space Projects will mature within 20 years following the date of passage of the 2023 Project Act (not to exceed

June 6, 2043). The Bonds financing the Tahoe Projects will mature within 20 years following the date of passage of the Tahoe Project Act (not to exceed June 6, 2043).

The principal of and redemption premium, if any, on any Bond shall be payable to the Owner thereof upon maturity or prior redemption thereof and upon presentation and surrender at the principal office of the Paying Agent, or such other office as may be designated by the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after redemption or maturity, it shall continue to bear interest at the interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the Owner thereof by electronic transfer, check or draft mailed by first-class mail by the Paying Agent, on each Interest Payment Date (or, if such Interest Payment Date is not a business day, on the next succeeding business day), to the Owner thereof, at such Owner's address, as shown on the registration records kept by the Registrar as of the Regular Record Date. Interest not so timely paid or duly provided for shall cease to be payable to the Owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the person who is the Owner thereof, at such Owner's address, as shown on the registration records of the Registrar as of the close of business on a Special Record Date fixed for the purpose of paying any such defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten days prior thereto electronically or otherwise by first-class mail to each such Owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

**Section 18. Redemption.**

**A. Optional Redemption.** The Bonds, or portions thereof in Authorized Denominations, maturing on and after the date designated in the Certificate of the Treasurer, shall be subject to optional redemption prior to their respective maturities, on and after the date designated in the Certificate of the Treasurer, at the option of the State to be exercised by delivery of a written certificate of the Treasurer or designee to the Registrar, in whole or in part at any time, from any maturities selected by the State as selected by the Treasurer or designee and by lot within a maturity, at a price equal to the principal amount of each Bond, or portion thereof, to be so redeemed, plus accrued interest thereon to the redemption date and a premium, if any, computed in accordance with the schedule contained in the Certificate of the Treasurer.

**B. Mandatory Redemption.** The Bonds maturing on the dates specified in the Certificate of the Treasurer as term bonds (the "Term Bonds") are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Consolidated Bond Fund on or before the dates described in the Certificate of the Treasurer, a sum which, together with other moneys available in the " State of Nevada, General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B Tax Account--Principal" (hereafter created), is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of Term Bonds as provided in the Certificate of the Treasurer. The Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than 60 days nor less than 20 days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (in the manner described above) from all Outstanding Term Bonds of the maturity and series being redeemed, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments.

At the option of the Treasurer to be exercised by delivery of a written certificate to the Registrar not less than 60 days next preceding any sinking fund redemption date, the State may (i) deliver to the Registrar for cancellation Term Bonds (which are subject to sinking

fund redemption on such sinking fund redemption date) or portions thereof in Authorized Denominations in an aggregate principal amount desired by the Treasurer, or (ii) specify a principal amount of such Term Bonds (which are subject to sinking fund redemption on such sinking fund redemption date) or portions thereof in Authorized Denominations which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation with respect to such Term Bonds. Each Term Bond or portion thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the State on such sinking fund redemption date and any excess shall be so credited against future sinking fund redemption obligations in such manner as the Treasurer determines. In the event the Treasurer shall utilize the provisions of clause (i) of the first sentence of this paragraph on behalf of the State, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be cancelled.

**Section 19. Redemption Notice.** Unless waived by any Owner of a Bond to be redeemed, notice of redemption shall be given by the Registrar (on direction of the Treasurer given not less than 60 days prior to the redemption date), by electronic mail as long as Cede & Co. or a nominee or a successor depository is the Owner of the Bonds, and otherwise by first class postage prepaid mail, at least 20 days but not more than 60 days prior to the redemption date, to the Owner of any Bond all or a part of which is called for redemption at the Owner's address as it last appears on the registration records kept by the Registrar, and electronically (1) to the Disclosure Dissemination Agent or (2) if Digital Assurance Certification, L.L.C. no longer serves as the Disclosure Dissemination Agent and the State has not appointed a successor Disclosure Dissemination Agent, to the Municipal Securities Rulemaking Board ("MSRB") via its Electronic Municipal Market Access system. The notice shall identify the Bonds or portions thereof to be redeemed, specify the redemption date and state that on such date the principal amount thereof, accrued interest and premium, if any, thereon will become due and payable at the principal office of the Paying Agent or such other office as may be designated by the Paying Agent, and that after such redemption date interest will cease to accrue.

After such notice and presentation of the Bonds, the Bonds called for redemption will be paid. Actual receipt of the notice by the Disclosure Dissemination Agent, MSRB or the Owners of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice to the Disclosure Dissemination Agent, MSRB or the Owner of any Bond designated for redemption or any defect therein, shall not affect the validity of the proceedings for redemption of any other Bond. A certificate by the Registrar that notice of redemption has been given as provided in this Section shall be conclusive as against all parties; and no Owner whose Bond is called for redemption or any other Owner of any Bond may object thereto or may object to the cessation of interest on the redemption date on the ground that he failed to actually receive such notice of redemption.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original notice of redemption was given.

**Section 20. Negotiability.** Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code--Investment Securities, and each Owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code--Investment Securities.

**Section 21. Registration, Transfer and Exchange of Bonds.** Except as otherwise provided in Section 22 hereof:

**A.** Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, or at such other office as may be designated by the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the Owner or attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same series and maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same series and maturity of other Authorized Denominations, as

provided in Section 17 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar shall require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and shall charge a sum sufficient to pay the cost of preparing and authenticating a new Bond.

**B.** The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds by the Registrar electronically or otherwise and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice electronically or otherwise calling such Bond or any portion thereof for redemption as herein provided.

**C.** The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of payment and for all other purposes; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Owner thereof or legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

**D.** If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the State may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same series and maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

**E.** Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar and counterparts of a certificate

of such cancellation shall be furnished by the Paying Agent or the Registrar to the Board upon request.

**Section 22. Custodial Deposit.**

**A.** Notwithstanding the foregoing provisions of Sections 17 to 21 hereof, the Bonds shall initially be evidenced by one or more Bonds for each year in which the Bonds mature in denominations equal to the aggregate principal amounts of the Bonds maturing in that year. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for the Securities Depository. The Bonds may not thereafter be transferred or exchanged except:

- 1.** to any successor of the Securities Depository; or
- 2.** upon the resignation of the Securities Depository or a determination by the State that the Securities Depository is no longer able to carry out its functions, and the designation by the State of a new Securities Depository; or
- 3.** upon the resignation of the Securities Depository or a determination by the State that the Securities Depository is no longer able to carry out its functions, and the failure by the State, after reasonable investigation, to locate another qualified depository institution to carry out such depository functions; or
- 4.** upon determination by the Board that a book-entry only system of registration is not beneficial to the State and/or the Owners of the Bonds.

**B.** In the case of a transfer to a successor of the Securities Depository as referred to in clause (1) of Subsection A hereof or designation of a new Securities Depository pursuant to clause (2) of Subsection A hereof, upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity shall be issued to such successor or new Securities Depository, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) or (4) of Subsection A hereof, and receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in Authorized Denominations as provided in and subject to the limitations of Section 17 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer

instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

**C.** The Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by a Securities Depository.

**D.** The State, the Registrar and the Paying Agent shall endeavor to cooperate with any Securities Depository in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the Securities Depository on the date they are due.

**E.** Upon any partial redemption of any maturity of the Bonds, the Securities Depository in its discretion may request the State to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

**Section 23. Execution and Authentication.**

**A.** Prior to the execution of any Bond by facsimile signature and pursuant to NRS 349.284, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, the Governor of the State, the State Controller, the Secretary of State and the State Treasurer (the "Governor," the "Controller," the "Secretary" and the "Treasurer," respectively) shall each file with the Secretary such officer's manual signature certified under oath.

**B.** Pursuant to NRS 349.282, the Bonds shall be approved, signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor, shall be countersigned and executed with the electronic, manual or facsimile signature of the Controller, and shall be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the Treasurer. There shall be affixed on the Bonds the electronic, manual or facsimile impression of the great seal of the State, and each Bond shall each be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary.

**C.** No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form provided in Exhibit A, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to

have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

**Section 24. Use of Predecessor's Signature.** The Bonds bearing the signatures of the officers in office at the time of their execution shall be the valid and binding obligations of the State, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Governor, the Controller, the Treasurer and the Secretary, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for such officer's own facsimile signature the facsimile signature of such officer's predecessor in office if such facsimile signature appears upon any of the Bonds.

**Section 25. Incontestable Recital.** Pursuant to NRS 349.274, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

**Section 26. State Tax Exemption.** Pursuant to NRS 349.354, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

**Section 27. Bond Execution.** The Governor, Controller, Treasurer and Secretary are authorized and directed to prepare and to execute the Bonds as provided above.

**Section 28. Initial Registration.** The Registrar shall maintain the registration records of the State for the Bonds, showing the name and address of the Owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, bond number and its principal amount.

**Section 29. Bond Delivery.** After such registration and after their execution and authentication as provided herein, the Treasurer or designee shall cause the Bonds to be delivered to the Purchaser thereof, upon payment being made in accordance with the terms of their sale.

**Section 30. Bond Form.** Subject to the provisions of this Resolution, the Bonds shall be in substantially the form attached hereto as Exhibit A, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Resolution, or be consistent with this Resolution and necessary and appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

**Section 31. Consolidated Bond Fund.** Pursuant to NRS 349.236, payment of the Bond Requirements of the Bonds shall be made from the Consolidated Bond Fund of the State, under the provisions of NRS 349.080 through 349.140, except to the extent any provision is otherwise made for such payment by the Project Acts or this Resolution.

**Section 32. General Tax Levies.** There shall be levied in each calendar year annually until all of the Bond Requirements of the Bonds shall have been fully paid, satisfied and discharged, a Tax on all property, both real and personal, subject to taxation within the boundaries of the State, fully sufficient together with the revenue which will result from the application of the rate to the net proceeds of minerals, to pay and retire the Bonds, without regard to any statutory tax limitations now or thereafter existing, but subject to the limitations imposed by Section 2 of Article 10 of the Constitution of the State, and after there are made due allowances for probable delinquencies.

**Section 33. Budget Provisions.** In the preparation of the budget for the State, the State Legislature shall first make proper provisions through the levy of sufficient Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the State, including, without limitation, the Bonds, subject to the limitations imposed by Section 2 of Article 10 of the Constitution of the State, and the amount of money necessary for this purpose shall be a first charge against all revenues received by the State.

**Section 34. Priorities for Bonds.** In any year the total Taxes levied against the property in the State by all overlapping units within the boundaries of the State may exceed the limitation imposed by Section 2 of Article 10 of the Constitution of the State and it shall become necessary for that reason to reduce the levies made by any of those units, the reduction so made shall be in Taxes levied by such units (including, without limitation, the State) for purposes other than the

payment of their bonded indebtedness, including interest thereon. The Taxes levied for the payment of bonded indebtedness and the interest thereon enjoy a priority over taxes levied by each such unit (including, without limitation, the State), for all other purposes where reduction is necessary in order to comply with the limitation imposed by Section 2 of Article 10 of the Constitution of the State.

**Section 35. Correlation of Levies.** Such Taxes shall be levied and collected in the same manner and at the same time as other Taxes are levied and collected. The proceeds of Taxes levied to pay interest on the Bonds shall be kept by the Treasurer in a special fund hereby created and designated as the "State of Nevada General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B Tax Account--Interest," and the proceeds of Taxes levied to pay the principal of the Bonds shall be kept in a special fund hereby created and designated as the "State of Nevada General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B Tax Account--Principal." Such funds shall be used for no other purpose than the payment of interest on and principal of the Bonds, respectively, as the same become due.

**Section 36. Use of General Fund.** Any sums coming due on the Bonds at any time when there are on hand from such Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the State, reimbursement to be made for such general funds in the amounts so advanced when the Taxes have been collected, pursuant to NRS 349.242.

**Section 37. Use of Other Funds.** Nothing in this Resolution prevents the State from applying any funds (other than Taxes) that may be available for that purpose to the payment of the Bond Requirements of the Bonds, and upon such payment, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 349.244.

**Section 38. Legislative Duties.** In accordance with NRS 349.238 through 349.244, inclusive, it shall be the duty of the State Legislature, at the time and in the manner provided by law for levying other taxes of the State, if such action shall be necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions of this Resolution with reference to the annual levy and collection of such Taxes; and the State Legislature shall require the officers of the State to levy, extend and collect such Taxes in the manner provided by law for the purpose of creating funds for the payment of the Bond Requirements of the Bonds.

**Section 39. Appropriation of Taxes.** In accordance with NRS 349.248, there is specially appropriated the proceeds of such Taxes to the payment of the Bond Requirements of the Bonds; and such appropriations shall neither be repealed nor such Taxes postponed or diminished (except as otherwise expressly provided) until the Bond Requirements of the Bonds have been wholly paid.

**Section 40. Use of Bond Proceeds.** Pursuant to NRS 349.294, amounts received from the sale of the Bonds shall be deposited promptly by the Treasurer and shall be accounted for in the following manner and priority and are hereby pledged for such purposes:

**A.** First, the amount received from the sale of the Bonds to finance the Natural Resources and Open Space Projects shall be credited the Natural Resources Fund and used for the purpose of effecting the Natural Resources and Open Space Projects and the costs of administering the provisions of the 2023 Project Act.

**B.** Second, the amount received from the sale of the Bonds to finance the Tahoe Projects shall be credited the Acquisition Account for Tahoe Projects and used for the purpose of effecting the Tahoe Projects and the costs of administering the provisions of the Tahoe Project Act.

**C.** Third, the balance of the amount received from the sale of the Bonds, after the deposit required by subsection A of this Section, shall be credited to the Costs of Issuance Account for the purpose of paying the costs of issuance relating to the Bonds. After all expenses have been paid, any unexpended balance of Bond proceeds shall be deposited into the Natural Resources Fund and the Acquisition Account for Tahoe Projects on a pro rata basis and used for the costs of administering the provisions of the Project Acts.

**Section 41. Investments.** Pursuant to NRS 349.304, the Board hereby authorizes the Treasurer to cause to be invested and reinvested any proceeds of Taxes and any proceeds from the issuance of the Bonds. Pursuant to the Project Acts, any gain from the investment of any proceeds of the Bonds credited to the Natural Resources Fund shall be deposited promptly upon its receipt to the Natural Resources Fund and applied to the 2023 Projects and the costs of administering the provisions of the Project Acts. Pursuant to NRS 349.304, any gain from the investment of any

proceeds of the Bonds credited to the Costs of Issuance Account shall be deposited promptly upon its receipt to the Costs of Issuance Account and applied to the costs of issuance of the Bonds.

**Section 42. Use of Natural Resources Fund and Acquisition Fund for Tahoe Projects.** The moneys in the Natural Resources Fund, except as otherwise expressly provided herein, shall be used and paid out solely for the purpose of paying the cost of the Natural Resources and Open Space Projects and the costs of administering the provisions of the 2023 Project Act. The moneys in the Acquisition Fund for Tahoe Projects, except as otherwise expressly provided herein, shall be used and paid out solely for the purpose of paying the cost of the Tahoe Projects and the costs of administering the provisions of the Tahoe Project Act.

**Section 43. Prevention of Bond Default.** Except as otherwise expressly provided by this Resolution, the Treasurer shall use any Bond proceeds credited to the Natural Resources Fund, without further order or warrant, to pay the Bond Requirements of the Bonds, as the same become due, whenever and to the extent moneys otherwise available therefor are insufficient for that purpose. The Treasurer or designee shall promptly notify the Board of any such use. Any moneys so used shall be restored to the Natural Resources Fund from the first revenues thereafter received and available for such restoration.

**Section 44. Defeasance.** When all Bond Requirements of any Bond have been duly paid, the pledge and lien and all obligations hereunder with respect to such Bond shall thereby be discharged and such Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. A Bond will be deemed to be paid when there has been placed in irrevocable escrow an amount sufficient (including the known minimum yield available for such purpose from Federal Securities, as defined in NRS 349.174, in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of such Bond, as the same become due to the final maturity thereof or upon any prior redemption date as of which the Board shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of such Bond for payment, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the Bond Requirements of such Bond, as the same become due. The Federal Securities shall become due at or before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the State and

the escrow agent at the time of the creation of the escrow or trust. For the purpose of this Section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the holder thereof. Upon direction of the Treasurer or designee, the Paying Agent shall mail written notice of the defeasance of any Bonds to the Owners of such Bonds at the addresses last shown on the registration records for such Bonds maintained by the Registrar.

**Section 45. Tax Covenant.** The State covenants for the benefit of the Owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the State, or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission would (i) cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code or (ii) cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of all of the Bonds until the date on which all obligations of the State in fulfilling the above covenants have been met. The State makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code).

**Section 46. Modification, Alteration, Supplementation or Amendment of Resolution.**

**A.** The Board may, from time to time, modify, amend, supplement or alter this Resolution without the consent of, or notice to any of the Owners of the Bonds or the insurer of the Bonds, if any, for any one or more of the following purposes:

**1.** to add to the agreements of the Board or the State contained in this Resolution, other agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Board or the State;

**2.** to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this

Resolution, or in regard to matters or questions arising under this Resolution, as the Board may deem necessary or desirable and not inconsistent with this Resolution;

3. to grant to or confer any additional rights, remedies, powers or authorities that may be lawfully granted to or conferred upon the Owner of the Bonds;

4. to evidence the appointment of successors to any depositories, custodians, Paying Agent or Registrar; or

5. to make any other change which shall not have a material adverse effect on the interests of the Owners of the Bonds.

**B.** The Board may, from time to time, modify, amend, alter, or supplement this Resolution other than as provided in A above; provided that the Board shall give notice to the insurer of the Bonds, if any, and the Owners of the Bonds in the manner herein described and shall receive the written consent of the insurer of the Bonds, if any, or the Owners of not less than 51% of the Bonds then outstanding; provided, however, that no such supplemental proceedings shall:

1. extend the maturity date or due date of any mandatory sinking fund redemption with respect to any Bond outstanding hereunder;

2. reduce or extend the time of payment of the principal of, redemption premium or interest on any Bond outstanding hereunder;

3. reduce any premium payable upon the redemption of any Bond hereunder or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date;

4. give to any Bond or Bonds a preference over any other Bond or Bonds; or

5. reduce the percentage of Bonds the Owners of which are required to consent to any proceedings amending or supplementing the provisions hereof.

**C.** In the event that the Board intends to enter into or adopt any modification, alteration or amendment of this Resolution as described in B above, the Treasurer or designee shall mail, electronically or otherwise, to the insurer of the Bonds, if any, and the Owners of the Bonds at their addresses as shown on the registration records maintained by the Registrar, a

notice of such intention along with a description of such amendment or modification not less than 30 days prior to the proposed effective date of such amendment or modification. The consents of the insurer of the Bonds, if any, or the Owners of the Bonds need not approve the particular form of wording of the proposed amendment, modification or supplement, but it shall be sufficient if such consents approve the substance thereof. Failure of the insurer of the Bonds, if any, or the Owner of any Bond to receive the notice required herein shall not affect the validity of any proceedings supplemental hereto if the insurer of the Bonds, if any, or the required number of Owners of the Bonds shall provide their written consent to such amendment or modification.

**D.** No such supplemental resolution which is described in B above shall become effective unless the insurer of the Bonds, if any, or Owners of at least 51% in aggregate principal amount of the Bonds then outstanding shall have filed with the Secretary of the Board within three (3) months after the date of adoption of such supplemental resolution properly executed instruments approving the adoption of such supplemental resolution, each such instrument to be accompanied by proof of insurance or ownership of the Bonds satisfactory to the Secretary of the Board to which such instrument refers.

**E.** Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Section shall thereafter form a part of this Resolution and all conditions of this Resolution for any and all purposes, and shall be effective as to all Owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

**Section 47. Purchaser Not Responsible.** The validity of the Bonds shall not be dependent on or be affected by the validity or regularity of any proceedings relating to the 2023 Projects. The Purchaser and any Owner of the Bonds shall in no manner be responsible for the application or disposal by the State or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys described in this Resolution.

**Section 48. Limitations upon Contract.** The enforceability of the obligations of the State is subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers delegated to it by the United States Constitution.

**Section 49. Replacement of Registrar or Paying Agent.** If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Treasurer shall determine that the Registrar or Paying Agent has become incapable of performing its duties hereunder, the Treasurer may, upon notice sent electronically or otherwise to each Owner of any Bond at such Owner's address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the State shall have the right to have the same institution serves as both Registrar and Paying Agent hereunder.

Any corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Resolution to the contrary notwithstanding.

**Section 50. Continuing Disclosure Undertaking.** The State covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the Disclosure Dissemination Agreement, in substantially the form on file with the Secretary of the Board, to be executed by the Treasurer or designee, with any amendments deemed necessary by the Treasurer or designee and delivered in connection with the delivery of the Bonds.

**Section 51. Delegated Powers.** The officers of the State are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

- A. The printing of the Bonds, including a statement of insurance, if applicable;
- B. The completion and execution of such certificates and agreements, electronically or otherwise, as may be reasonably required by the Purchaser relating, among other things, to the execution of the Bonds, the deposit of the Bonds with The Depository Trust Company,

the tenure and identity of the officials of the Board and of the State, the delivery of the Bonds, the assessed valuation of the taxable property in and the indebtedness of the State, the receipt of the purchase price of the Bonds, the exemption of interest on the Bonds from gross income and alternative taxable income for federal income tax purposes, and, if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The execution and completion of appropriate agreements with the Registrar and Paying Agent as to their services hereunder;

D. The assembly and dissemination of financial and other information concerning the State and the Bonds;

E. The preparation and circulation of a preliminary official statement, a notice of sale and an official statement for the Bonds in the forms specified by the Treasurer or designee. The Treasurer or designee is authorized to deem the official statement or the preliminary official statement to be a "final" official statement (other than permitted omissions) on behalf of the State for the purposes of Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended;

F. The completion and execution of the Certificate of the Treasurer and the Disclosure Dissemination Agreement; and

G. The issuance and sale of the Bonds pursuant to the provisions of this Resolution.

**Section 52. Ratification.** All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the State, and otherwise taken by the State in connection with:

A. The 2023 Projects; and

B. The issuance and sale of the Bonds, is ratified, approved and confirmed, including without limitation the preparation and distribution of a preliminary official statement, a notice of sale and a final official statement relating to the Bonds and the supplement thereto and the convening of the meeting at which this Resolution is adopted.

**Section 53. Additional Securities.** The Board reserves the privilege of issuing additional general obligation securities authorized by law at any time or from time to time for any lawful purpose.

**Section 54. Resolution Irrepealable.** After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the State and the Owner or Owners of the Bonds; and this Resolution, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged except as this Resolution may be amended, modified, supplemented or altered pursuant to Section 46 hereof.

**Section 55. Repealer.** All bylaws, orders, resolutions, other instruments, or parts thereof, inconsistent with this Resolution are repealed to the extent of such inconsistency.

**Section 56. Severability.** If any section, subsection, paragraph, clause, or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

**Section 57. Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

ADOPTED on September 13, 2023.

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Joe Lombardo, Governor, Chairman  
State Board of Finance

Attest:

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Lori Hoover, Secretary  
State Board of Finance

**EXHIBIT A**

**FORM OF BOND**

**TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE**

**STATE OF NEVADA  
GENERAL OBLIGATION (LIMITED TAX)  
NATURAL RESOURCES AND OPEN SPACE BOND  
SERIES 2023B**

No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated as of</u>	<u>CUSIP NO.</u>
_____% per annum	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The State of Nevada (the "State") for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner, or registered assigns, the Principal Amount, on the Maturity Date (unless called for earlier redemption), and to pay interest thereon on May 1 and November 1 of each year, commencing on May 1, 2024, at the Interest Rate calculated on the basis of a 360 day year of twelve 30-day months, until the Principal Amount is paid or payment has been provided therefor. This Bond will bear interest from the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the date of this Bond. The principal of and redemption premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of the State's paying agent for the Bonds (as hereinafter defined), presently U.S. Bank Trust Company, National Association (the "Paying Agent"), or at such other office as may be designated by the Paying Agent. Interest on this Bond will be paid on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), by electronic transfer, check or draft mailed by first-class mail to the person in whose name this Bond is registered in the registration records of the State maintained by the State's registrar for the Bonds, presently U.S. Bank Trust Company, National Association (the "Registrar"), and at the address appearing thereon, as of the close of business on the 15<sup>th</sup> day of the calendar month preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid (or duly provided for) shall cease to be payable to the person who is the Owner as of the close of business on the Regular Record Date and shall be payable to the person who is the Owner as of the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owner electronically or

otherwise by first-class mail not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the Owner and the Paying Agent, as provided in the resolution of the State Board of Finance of the State (the "Board") authorizing the issuance of the Bonds and designated in Section 1 thereof as the "2023B Natural Resources and Open Space Bond Resolution" (the "Resolution"), duly adopted by the Board prior to the issuance of the Bonds. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

This Bond is one of a series of bonds (the "Bonds"), of like tenor except as to number and denominations, issued pursuant to the Resolution.

[The Bonds are issuable solely as fully registered Bonds in denominations of \$5,000 each or any integral multiple thereof and are exchangeable for fully registered Bonds of the same maturity in equivalent aggregate principal amounts and in authorized denominations at the aforesaid office of the Registrar but only in the manner, subject to the limitations and on payment of the charges provided in the Resolution.]<sup>1</sup>

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the State or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. Or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]<sup>2</sup>

[The Registrar will not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business fifteen (15) days before the day of the mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for prior redemption.

This Bond is transferable by the Owner in person or by such Owner's duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered Bond of authorized denomination or denominations of the same aggregate principal amount and maturity will be issued to the transferee in exchange for this Bond, subject to such terms and conditions, and on payment of the charges as set forth in the Resolution.] <sup>1</sup>

The State, the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute Owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Resolution with respect to Regular and Special Record Dates for the payment of interest.

[The Bonds shall not be transferable or exchangeable except as set forth in the Resolution.] <sup>2</sup>

The Bonds are issued by the State, upon its behalf and upon its credit, for the purpose of paying, wholly or in part, the cost of the 2023 Projects set forth in the Resolution, under the authority of and in full compliance with the constitution and laws of the State, and pursuant to the Resolution. A copy of the Resolution is on file in the office of the ex officio secretary of the State Board of Finance, in Carson City, Nevada, for public inspection.

The Bonds, or portions thereof, will be subject to redemption prior to their respective maturities, at the option of the Treasurer, as provided in the Resolution and the Certificate of the Treasurer.

[Upon partial prior redemption of Bonds, Cede & Co., in its discretion, may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment] <sup>2</sup>

[Certain of the Bonds shall be subject to mandatory sinking fund redemption as provided in the Resolution and the Certificate of the Treasurer.] <sup>3</sup>

[In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar will, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. Redemption shall be made upon not more than sixty (60) nor less than twenty (20) days prior notice as provided in the Resolution.]<sup>1</sup>

This Bond must be registered in the name of the Owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Resolution. No transfer of this Bond shall be valid unless made on the registration records maintained by the Registrar at its principal office, or such other office as may be designated by the Registrar, by the Owner or such Owner's attorney duly authorized in writing.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the State in the issuance of this Bond; that the total indebtedness of the State, including that of this Bond, does not exceed any limit of indebtedness prescribed by the constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes sufficient to pay the principal of, redemption premiums, if any, and interest on this Bond when the same become due (except to the extent other funds are available therefor), subject to the limitations imposed by the constitution and statutes of the State; and that the full faith and credit of the State are hereby irrevocably pledged to the punctual payment of the principal of, redemption premiums, if any, and interest on this Bond according to its terms.

Reference is made to the Resolution and all modifications and amendments thereof, if any, to the acts authorizing the issuance of the Bonds, *i.e.*, Chapter 480, Statutes of Nevada 2019 (the "2019 Project Act"), Section 17 of Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada 2023 (the "2023 Project Act"), Section 16 of Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada 2023 (the "Tahoe Project Act" and together with the 2023 Project Act, the "Project Acts"), and all laws amendatory thereof, to Sections 349.150 to 349.364, Nevada Revised Statutes, designated in Section 349.150 thereof as the State Securities Law (the "Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, the terms and conditions upon which the Bonds are issued, and a statement of rights duties, immunities and obligations of the State, and the rights and remedies of the Owner of this Bond.

The Bonds are issued pursuant to the Project Acts, the Bond Act, and all laws supplemental thereto; pursuant to NRS 349.274, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 349.354, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of Nevada Revised Statutes and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of Nevada Revised Statutes.

In accordance with NRS 349.252, no recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on this Bond or for any claim based thereon or otherwise in respect to the Resolution, against any individual member of the Board, or any officer or other agent of the State, past, present or future, either directly or indirectly through the Board or the State, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

*IN WITNESS WHEREOF*, the State, acting by and through the Board, has caused this Bond to be signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor of the State, to be countersigned with the electronic, manual or facsimile signature of the Controller of the State, and to be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary of State; has caused the electronic, manual or facsimile impression of the great seal of the State to be affixed hereon; and has caused this Bond to be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the State Treasurer; all as of the dated date above.

THE STATE OF NEVADA

(Electronic, Manual or Facsimile Signature)

Governor of the State of Nevada

[ELECTRONIC, MANUAL OR FACSIMILE SEAL]

Attest:

(Electronic, Manual or Facsimile Signature)

Secretary of State

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Controller

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Treasurer

- 1 - Insert only if Bonds are delivered pursuant to Section 22(A)(3) of this Resolution.
- 2 - Insert only if the Bonds are initially delivered to the Depository Trust Company pursuant to Section 22(A) of this Resolution.
- 3 - Insert only if the Certificate of the Treasurer designates any of the Bonds as term bonds.

[End of Form of Bond]

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION FOR BONDS]

Date of authentication and registration: \_\_\_\_\_

This is one of the Bonds described in the within mentioned Resolution, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION  
as Registrar

By \_\_\_\_\_  
Authorized Officer

[End of Form of Registrar's Certificate of Authentication for Bonds]



IN WITNESS WHEREOF, I have hereunto set my signature on September 13, 2023.

---

Lori Hoover, Secretary  
State Board of Finance

**APPENDIX I**  
**(Copy of Notice of Meeting)**

## **Attachment C**

### **2023C Open Space, Parks and Natural Resources Bond Resolution**

## RESOLUTION

**A RESOLUTION DESIGNATED THE "2023C OPEN SPACE, PARKS, AND NATURAL RESOURCES BOND RESOLUTION"; APPROVING THE ISSUANCE AND SALE OF THE STATE OF NEVADA, GENERAL OBLIGATION (LIMITED TAX) OPEN SPACE, PARKS AND NATURAL RESOURCES BONDS, SERIES 2023C; PROVIDING THE PURPOSES FOR WHICH SUCH BONDS ARE ISSUED, THE FORM, TERMS, AND CONDITIONS OF SUCH BONDS, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF SUCH BONDS; AND PROVIDING OTHER RELATED MATTERS.**

**WHEREAS**, the Board of Finance (the "Board") of the State of Nevada (the "State") is authorized by Section 17 of Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada 2023 (the "2023 Project Act"), to issue general obligation bonds in the face amount of not more than \$43,309,936 to fund projects (collectively, the "2023 Projects") described in subsections 3, 5 and 10 of Section 2 of Chapter 480, Statutes of Nevada 2019 (the "2019 Project Act"); and

**WHEREAS**, the Board has not previously issued any bonds pursuant to the 2023 Project Act; and

**WHEREAS**, the Board has determined at this time to issue a portion of the general obligation bonds authorized by the State Legislature pursuant to the 2019 Project Act and the 2023 Project Act (collectively, the "Project Acts") in an aggregate principal amount not to exceed \$31,005,000 for the purpose of financing 2023 Projects with the proceeds of bonds which are subject to the State debt limit; and

**WHEREAS**, concurrently with the authorization for the Bonds and in accordance with the Project Acts, the Board expects to authorize the issuance of the State of Nevada General Obligation (Limited Tax) Natural Resources and Open Space Bonds, Series 2023B in an aggregate principal amount not to exceed \$12,300,000 for the purpose of financing certain of the projects set forth in Sections 2(1), (2), (4) and (8) of the 2019 Project Act with the proceeds of bonds which are exempt from the State debt limit; and

**WHEREAS**, the Bonds will be sold in the aggregate principal amount set forth in the Certificate of the Treasurer (the "Certificate of the Treasurer") not to exceed \$31,005,000 for the purpose of financing the 2023 Projects; and

**WHEREAS**, pursuant to NRS 349.303, the Board is authorized to delegate to the Treasurer or designee the power to accept a binding bid for the Bonds subject to certain requirements specified in this Resolution; and

**WHEREAS**, the Treasurer or designee is authorized to accept the bid submitted by the lowest responsible bidder for the Bonds as determined by the Treasurer or designee and as set forth in the Certificate of the Treasurer (the "Purchaser"), for the purchase of the Bonds at a price equal to the principal amount thereof, less the discount, of not more than 9 percent of the principal amount, or plus a premium, if any, in each case as shown on the Certificate of the Treasurer, and otherwise upon the terms and conditions provided in this Resolution and in the Certificate of the Treasurer; and

**WHEREAS**, the Board, on behalf of and in the name of the State, has determined and does declare:

**A.** To secure and preserve the public health, safety, convenience, and welfare, it is necessary to issue the Bonds for the 2023 Projects, pursuant to the Project Acts, the Bond Act, and all supplemental laws of the State; and

**B.** Each of the limitations and other conditions to the issuance of the Bonds in the Project Acts, the Bond Act, and in any other relevant act of the State have been met; and pursuant to NRS 349.352, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

**NOW, THEREFORE, BE IT RESOLVED BY THE STATE BOARD OF FINANCE OF THE STATE OF NEVADA:**

**Section 1. Title.** This Resolution shall be known as the "2023C Open Space, Parks and Natural Resources Bond Resolution".

**Section 2. Defined Terms.** In addition to the terms defined in the "Whereas" clauses of this Resolution, capitalized undefined terms used herein shall have the following meanings:

"Authorized Denomination" means denominations of \$5,000 or any integral multiple thereof.

"Board" means the Board of Finance of the State of Nevada.

"Bond Requirements" means the principal of, and interest and redemption premium, if any, on, the Bonds.

"Bonds" means the State of Nevada, General Obligation (Limited Tax) Open Space, Parks and Natural Resources Bonds, Series 2023C.

"Certificate of the Treasurer" means the certificate executed by the Treasurer or designee on or after the sale of the Bonds and on or before the closing on the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

"Consolidated Bond Fund" means the fund created pursuant to NRS 349.090.

"Costs of Issuance Account" means a separate account held by the Treasurer and designated as the "State of Nevada, General Obligation (Limited Tax) Open Space, Parks and Natural Resources Bonds, Series 2023C, Cost of Issuance Account."

"Custodial Deposit" means deposit of Bonds pursuant to a book-entry only system of registration as provided in Section 22 hereof.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., as the disclosure dissemination agent for the State with respect to the Bonds, or any successor disclosure dissemination agent appointed by the State.

"Federal Securities" means federal securities as defined in NRS 349.172, or any successor provision thereto.

"Interest Payment Date" means May 1 and November 1 of each year, commencing the May 1 or November 1 next succeeding the date of delivery of the Bonds.

"Natural Resources Fund" means the account created by the Project Acts, to be held and accounted for separately within the State General Fund and to be administered by the Director of the State Department of Conservation and Natural Resources pursuant to the Project Acts and this Resolution.

"Owner" means the person in whose name a Bond is registered on the registration records maintained by the Registrar.

"Paying Agent" means U.S. Bank Trust Company, National Association, and its successors and assigns.

"Purchaser" means the initial purchaser of the Bonds named in the Certificate of the Treasurer.

"Registrar" means U.S. Bank Trust Company, National Association, and its successors and assigns.

"Regular Record Date" means the 15th day of the calendar month preceding each Interest Payment Date (other than a special interest payment date established pursuant to Section 17 hereof for defaulted interest).

"Securities Depository" means Cede & Co., as nominee of The Depository Trust Company, or its successor appointed pursuant to Section 22 hereof, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended.

"Special Record Date" means a special record date fixed by the Registrar pursuant to Section 17 hereof for the payment of defaulted interest.

"Taxes" means annual general (ad valorem) taxes.

"Treasurer" means the State Treasurer.

**Section 3. Authority for Resolution.** This Resolution is adopted pursuant to the Project Acts, the Bond Act, and all supplemental laws.

**Section 4. Acceptance of Bids.** Pursuant to NRS 349.303, the Board hereby delegates to the Treasurer or designee the authority to accept a binding bid for the Bonds from the Purchaser subject to the following requirements:

A. the effective interest rate on the Bonds, calculated in accordance with Chapter 99 of NRS, must not exceed by more than 3% the "Index of Twenty Bonds" which was most recently published in The Bond Buyer before the Purchaser's bid was received;

**B.** the Treasurer or designee, in the Treasurer's or designee's discretion, will determine the dates on which, if any, and the prices at which the Bonds may be called for redemption prior to maturity;

**C.** the purchase price for the Bonds will be an amount equal to the aggregate principal amount of the Bonds as set forth in the Certificate of the Treasurer less a discount, if any, of not more than 9 percent of such aggregate principal amount, or plus a premium, if any, all as set forth in the Certificate of the Treasurer; and

**D.** the aggregate principal amount of the Bonds payable in any particular year must not exceed \$18,000,000.

**Section 5. Life of Project.** The Board has determined and declares:

**A.** The estimated life or estimated period of usefulness of the 2023 Projects financed with the proceeds of the Bonds is not less than the average maturity of the Bonds; and

**B.** The Bonds will mature at times not exceeding such estimated life or estimated periods of usefulness.

**Section 6. Necessity of Project and Bonds.** It is necessary and in the best interests of the State that the Board undertake the 2023 Projects and defray the cost by the issuance of the Bonds.

**Section 7. Authorization of Project.** The Board has determined to undertake the 2023 Projects and defray the cost by the issuance of the Bonds.

**Section 8. Estimated Cost of Project.** The cost of the 2023 Projects is estimated not to exceed the amount received from the sale of the Bonds, excluding any such cost to be defrayed by any source other than the proceeds of the Bonds.

**Section 9. Resolution to Constitute Contract.** In consideration of the purchase and the acceptance of the Bonds by the Owners thereof from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the State and the Owners of the Bonds.

**Section 10. Bonds Equally Secured.** The covenants and agreements of the State and the Board set forth in this Resolution shall be for the equal benefit, protection, and security of

the Owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction, except as otherwise expressly provided in or pursuant to this Resolution.

**Section 11. General Obligations.** All of the Bonds and the Bond Requirements shall constitute general obligations of the State, which hereby pledges its full faith and credit for their payment. All Bond Requirements shall be payable from Taxes as provided in this Resolution.

**Section 12. Non-Exempted Debt.** The issuance of the Bonds constitutes an exercise of the authority conferred by the first paragraph of Section 3, Article 9, of the Constitution of the State, and the Bonds will be treated as bonds to which the limitations stated in the first paragraph of said Section apply.

**Section 13. Limitations upon Security.** Pursuant to NRS 349.250, the payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the State, except the proceeds of Taxes and any other monies pledged for the payment of the Bonds. No property of the State, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

**Section 14. Limitations upon Recourse.** Pursuant to NRS 349.252, no recourse shall be had for the payment of the Bond Requirements or for any claim based thereon or otherwise upon this Resolution, against any individual member of the Board or any officer or other agent of the State, past, present, or future, either directly or indirectly through the Board or the State, or otherwise, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any penalty, or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

**Section 15. No Repeal of Bond Act.** Pursuant to NRS 349.256, the faith of the State is hereby pledged that the Project Acts, the Bond Act, and any other law supplemental or otherwise pertaining thereto, and any other act concerning the Bonds or the Taxes, or both, shall neither be repealed nor amended nor otherwise directly or indirectly modified in such a manner as to impair adversely any outstanding Bonds, until all the Bonds have been discharged in full or provision for their payment and redemption has been fully made.

**Section 16. Authorization of Bonds.** For the purpose of defraying the cost of the 2023 Projects, the Bonds are hereby authorized to be issued in the aggregate principal amount designated in the Certificate of the Treasurer which shall not exceed \$31,005,000 for the purpose of financing the 2023 Projects.

**Section 17. Bond Details.** The Bonds will be dated as of their date of delivery to the Purchaser and shall be issued in Authorized Denominations. The Bonds shall bear interest from their date until their respective fixed maturity dates (or, if called for redemption prior to maturity as provided below, their redemption dates) at the respective rates per annum set forth in the Certificate of the Treasurer calculated on the basis of a 360-day year of twelve 30-day months, payable on each Interest Payment Date; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the applicable rates set forth in the Certificate of the Treasurer from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds will mature on the dates and in the principal amounts and bear interest at the rates per annum set forth in the Certificate of the Treasurer. The portion of the Bonds used to finance the 2023 Projects must mature within 20 years following the date of passage of the 2023 Project Act (not to exceed June 6, 2043).

The principal of and redemption premium, if any, on any Bond shall be payable to the Owner thereof upon maturity or prior redemption thereof and upon presentation and surrender at the principal office of the Paying Agent, or such other office as may be designated by the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after redemption or maturity, it shall continue to bear interest at the interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the Owner thereof by electronic transfer, check or draft mailed by first-class mail by the Paying Agent, on each Interest Payment Date (or, if such Interest Payment Date is not a business day, on the next succeeding business day), to the Owner thereof, at such Owner's address, as shown on the registration records kept by the Registrar as of the Regular Record Date. Interest not so timely paid or duly provided for shall cease to be payable to the Owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the person who is the Owner thereof, at such Owner's address, as shown on the registration records of the Registrar as of

the close of business on a Special Record Date fixed for the purpose of paying any such defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten days prior thereto by electronically or otherwise first-class mail to each such Owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

**Section 18. Redemption.**

**A. Optional Redemption.** The Bonds, or portions thereof in Authorized Denominations, maturing on and after the date designated in the Certificate of the Treasurer, shall be subject to optional redemption prior to their respective maturities, on and after the date designated in the Certificate of the Treasurer, at the option of the State to be exercised by delivery of a written certificate of the Treasurer or designee to the Registrar, in whole or in part at any time, from any maturities selected by the State as selected by the Treasurer or designee and by lot within a maturity, at a price equal to the principal amount of each Bond, or portion thereof, to be so redeemed, plus accrued interest thereon to the redemption date and a premium, if any, computed in accordance with the schedule contained in the Certificate of the Treasurer.

**B. Mandatory Redemption.** The Bonds maturing on the dates specified in the Certificate of the Treasurer as Term Bonds (the "Term Bonds") are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Consolidated Bond Fund on or before the dates described in the Certificate of the Treasurer, a sum which, together with other moneys available in the " State of Nevada, General Obligation (Limited Tax) Open Space, Parks and Natural Resources Bonds, Series 2023C Tax Account--Principal" (hereafter created), is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of Term Bonds as provided in the Certificate of the

Treasurer. The Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than 60 days nor less than 20 days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (in the manner described above from all Outstanding Term Bonds of the maturity and series being redeemed), a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments.

At the option of the Treasurer to be exercised by delivery of a written certificate to the Registrar not less than 60 days next preceding any sinking fund redemption date, the State may (i) deliver to the Registrar for cancellation Term Bonds (which are subject to sinking fund redemption on such sinking fund redemption date) or portions thereof in Authorized Denominations in an aggregate principal amount desired by the Treasurer, or (ii) specify a principal amount of such Term Bonds (which are subject to sinking fund redemption on such sinking fund redemption date) or portions thereof in Authorized Denominations which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation with respect to such Term Bonds. Each Term Bond or portion thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the State on such sinking fund redemption date and any excess shall be so credited against future sinking fund redemption obligations in such manner as the Treasurer determines. In the event the Treasurer shall utilize the provisions of clause (i) of the first sentence of this paragraph on behalf of the State, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be cancelled.

**Section 19. Redemption Notice.** Unless waived by any Owner of a Bond to be redeemed, notice of redemption shall be given by the Registrar (on direction of the State Treasurer given not less than 60 days prior to the redemption date), by electronic mail as long as Cede & Co. or a nominee or a successor depository is the Owner of the Bonds, and otherwise by first class postage prepaid mail, at least 20 days but not more than 60 days prior to the redemption date, to the Owner of any Bond all or a part of which is called for redemption at the Owner's address as it last

appears on the registration records kept by the Registrar, and electronically (1) to the Disclosure Dissemination Agent or (2) if Digital Assurance Certification, L.L.C. no longer serves as the Disclosure Dissemination Agent and the State has not appointed a successor Disclosure Dissemination Agent, to the Municipal Securities Rulemaking Board ("MSRB") via its Electronic Municipal Market Access system. The notice shall identify the Bonds or portions thereof to be redeemed, specify the redemption date and state that on such date the principal amount thereof, accrued interest and premium, if any, thereon will become due and payable at the principal office of the Paying Agent or such other office as may be designated by the Paying Agent, and that after such redemption date interest will cease to accrue.

After such notice and presentation of the Bonds, the Bonds called for redemption will be paid. Actual receipt of the notice by the Disclosure Dissemination Agent, MSRB or the Owners of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice to the Disclosure Dissemination Agent, MSRB or the Owner of any Bond designated for redemption or any defect therein, shall not affect the validity of the proceedings for redemption of any other Bond. A certificate by the Registrar that notice of redemption has been given as provided in this Section shall be conclusive as against all parties; and no Owner whose Bond is called for redemption or any other Owner of any Bond may object thereto or may object to the cessation of interest on the redemption date on the ground that he failed to actually receive such notice of redemption.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original notice of redemption was given.

**Section 20. Negotiability.** Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code--Investment Securities, and each Owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code--Investment Securities.

**Section 21. Registration, Transfer and Exchange of Bonds.** Except as otherwise provided in Section 22 hereof:

**A.** Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, or at such other office as may be designated by the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the Owner or attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same series and maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same series and maturity of other Authorized Denominations, as provided in Section 17 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar shall require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and shall charge a sum sufficient to pay the cost of preparing and authenticating a new Bond.

**B.** The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds by the Registrar electronically or otherwise and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice electronically or otherwise calling such Bond or any portion thereof for redemption as herein provided.

**C.** The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of payment and for all other purposes; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Owner thereof or legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

**D.** If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the State may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same series and maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

**E.** Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar to the Board upon request.

**Section 22. Custodial Deposit.**

**A.** Notwithstanding the foregoing provisions of Sections 17 to 21 hereof, the Bonds shall initially be evidenced by one or more Bonds for each year in which the Bonds mature in denominations equal to the aggregate principal amounts of the Bonds maturing in that year. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for the Securities Depository. The Bonds may not thereafter be transferred or exchanged except:

- 1.** to any successor of the Securities Depository; or
- 2.** upon the resignation of the Securities Depository or a determination by the State that the Securities Depository is no longer able to carry out its functions, and the designation by the State of a new Securities Depository; or
- 3.** upon the resignation of the Securities Depository or a determination by the State that the Securities Depository is no longer able to carry out its functions, and the failure by the State, after reasonable investigation, to locate another qualified depository institution to carry out such depository functions; or
- 4.** upon determination by the Board that a book-entry only system of registration is not beneficial to the State and/or the Owners of the Bonds.

**B.** In the case of a transfer to a successor of the Securities Depository as referred to in clause (1) of Subsection A hereof or designation of a new Securities Depository pursuant to clause (2) of Subsection A hereof, upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity shall be issued to such successor or new Securities Depository, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) or (4) of Subsection A hereof, and receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in Authorized Denominations as provided in and subject to the limitations of Section 17 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

**C.** The Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by a Securities Depository.

**D.** The State, the Registrar and the Paying Agent shall endeavor to cooperate with any Securities Depository in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the Securities Depository on the date they are due.

**E.** Upon any partial redemption of any maturity of the Bonds, the Securities Depository in its discretion may request the State to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

**Section 23. Execution and Authentication.**

**A.** Prior to the execution of any Bond by facsimile signature and pursuant to NRS 349.284, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, the Governor of the State, the State Controller, the Secretary of State and the State Treasurer (the "Governor," the "Controller," the "Secretary" and the "Treasurer," respectively) shall each file with the Secretary such officer's manual signature certified under oath.

**B.** Pursuant to NRS 349.282, the Bonds shall be approved, signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor, shall be countersigned and executed with the manual or facsimile signature of the Controller, and shall be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the Treasurer. There shall be affixed on the Bonds the electronic, manual or facsimile impression of the great seal of the State, and each Bond shall each be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary.

**C.** No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form provided in Exhibit A, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

**Section 24. Use of Predecessor's Signature.** The Bonds bearing the signatures of the officers in office at the time of their execution shall be the valid and binding obligations of the State, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Governor, the Controller, the Treasurer and the Secretary, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for such officer's own facsimile signature the facsimile signature of such officer's predecessor in office if such facsimile signature appears upon any of the Bonds.

**Section 25. Incontestable Recital.** Pursuant to NRS 349.274, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

**Section 26. State Tax Exemption.** Pursuant to NRS 349.354, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

**Section 27. Bond Execution.** The Governor, Controller, Treasurer and Secretary are authorized and directed to prepare and to execute the Bonds as provided above.

**Section 28. Initial Registration.** The Registrar shall maintain the registration records of the State for the Bonds, showing the name and address of the Owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, bond number and its principal amount.

**Section 29. Bond Delivery.** After such registration and after their execution and authentication as provided herein, the Treasurer or designee shall cause the Bonds to be delivered to the Purchaser thereof, upon payment being made in accordance with the terms of their sale.

**Section 30. Bond Form.** Subject to the provisions of this Resolution, the Bonds shall be in substantially the form attached hereto as Exhibit A, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Resolution, or be consistent with this Resolution and necessary and appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

**Section 31. Consolidated Bond Fund.** Pursuant to NRS 349.236, payment of the Bond Requirements of the Bonds shall be made from the Consolidated Bond Fund of the State, under the provisions of NRS 349.080 through 349.140, except to the extent any provision is otherwise made for such payment by the Project Acts or this Resolution.

**Section 32. General Tax Levies.** There shall be levied in each calendar year annually until all of the Bond Requirements of the Bonds shall have been fully paid, satisfied and discharged, a Tax on all property, both real and personal, subject to taxation within the boundaries of the State, fully sufficient together with the revenue which will result from the application of the rate to the net proceeds of minerals, to pay and retire the Bonds, without regard to any statutory tax limitations now or thereafter existing, but subject to the limitations imposed by Section 2 of Article 10 of the Constitution of the State, and after there are made due allowances for probable delinquencies.

**Section 33. Budget Provisions.** In the preparation of the budget for the State, the State Legislature shall first make proper provisions through the levy of sufficient Taxes for the

payment of the interest on and the retirement of the principal of the bonded indebtedness of the State, including, without limitation, the Bonds, subject to the limitations imposed by Section 2 of Article 10 of the Constitution of the State, and the amount of money necessary for this purpose shall be a first charge against all revenues received by the State.

**Section 34. Priorities for Bonds.** In any year the total Taxes levied against the property in the State by all overlapping units within the boundaries of the State may exceed the limitation imposed by Section 2 of Article 10 of the Constitution of the State and it shall become necessary for that reason to reduce the levies made by any of those units, the reduction so made shall be in Taxes levied by such units (including, without limitation, the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The Taxes levied for the payment of bonded indebtedness and the interest thereon enjoy a priority over taxes levied by each such unit (including, without limitation, the State), for all other purposes where reduction is necessary in order to comply with the limitation imposed by Section 2 of Article 10 of the Constitution of the State.

**Section 35. Correlation of Levies.** Such Taxes shall be levied and collected in the same manner and at the same time as other Taxes are levied and collected. The proceeds of Taxes levied to pay interest on the Bonds shall be kept by the Treasurer in a special fund hereby created and designated as the "State of Nevada General Obligation (Limited Tax) Open Space, Parks and Natural Resources Bonds, Series 2023C Tax Account--Interest," and the proceeds of Taxes levied to pay the principal of the Bonds shall be kept in a special fund hereby created and designated as the "State of Nevada General Obligation (Limited Tax) Open Space, Parks and Natural Resources Bonds, Series 2023C Tax Account--Principal." Such funds shall be used for no other purpose than the payment of interest on and principal of the Bonds, respectively, as the same become due.

**Section 36. Use of General Fund.** Any sums coming due on the Bonds at any time when there are on hand from such Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the State, reimbursement to be made for such general funds in the amounts so advanced when the Taxes have been collected, pursuant to NRS 349.242.

**Section 37. Use of Other Funds.** Nothing in this Resolution prevents the State from applying any funds (other than Taxes) that may be available for that purpose to the payment of

the Bond Requirements of the Bonds, and upon such payment, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 349.244.

**Section 38. Legislative Duties.** In accordance with NRS 349.238 through 349.244, inclusive, it shall be the duty of the State Legislature, at the time and in the manner provided by law for levying other taxes of the State, if such action shall be necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions of this Resolution with reference to the annual levy and collection of such Taxes; and the State Legislature shall require the officers of the State to levy, extend and collect such Taxes in the manner provided by law for the purpose of creating funds for the payment of the Bond Requirements of the Bonds.

**Section 39. Appropriation of Taxes.** In accordance with NRS 349.248, there is specially appropriated the proceeds of such Taxes to the payment of the Bond Requirements of the Bonds; and such appropriations shall neither be repealed nor such Taxes postponed or diminished (except as otherwise expressly provided) until the Bond Requirements of the Bonds have been wholly paid.

**Section 40. Use of Bond Proceeds.** Pursuant to NRS 349.294, amounts received from the sale of the Bonds shall be deposited promptly by the Treasurer and shall be accounted for in the following manner and priority and are hereby pledged for such purposes:

**A.** First, the amount received from the sale of the Bonds to finance the 2023 Projects shall be credited the Natural Resources Fund and used for the purpose of effecting the 2023 Projects and the costs of administering the provisions of the Project Acts.

**B.** Second, the balance of the amount received from the sale of the Bonds, after the deposit required by subsection A of this Section, shall be credited to the Costs of Issuance Account for the purpose of paying the costs of issuance relating to the Bonds. After all expenses have been paid, any unexpended balance of Bond proceeds shall be deposited into the Natural Resources Fund and used for the costs of administering the provisions of the Project Acts.

**Section 41. Investments.** Pursuant to NRS 349.304, the Board hereby authorizes the Treasurer to cause to be invested and reinvested any proceeds of Taxes and any proceeds from the issuance of the Bonds. Pursuant to the Project Acts, any gain from the investment of any proceeds of the Bonds credited to the Natural Resources Fund shall be deposited promptly upon its

receipt to the Natural Resources Fund and applied to the 2023 Projects and the costs of administering the provisions of the Project Acts. Pursuant to NRS 349.304, any gain from the investment of any proceeds of the Bonds credited to the Costs of Issuance Account shall be deposited promptly upon its receipt to the Costs of Issuance Account and applied to the costs of issuance of the Bonds.

**Section 42. Use of Natural Resources Fund.** The moneys in the Natural Resources Fund, except as otherwise expressly provided herein, shall be used and paid out solely for the purpose of paying the cost of the Natural Resources Projects and the costs of administering the provisions of the 2023 Project Act.

**Section 43. Prevention of Bond Default.** Except as otherwise expressly provided by this Resolution, the Treasurer shall use any Bond proceeds credited to the Natural Resources Fund, without further order or warrant, to pay the Bond Requirements of the Bonds, as the same become due, whenever and to the extent moneys otherwise available therefor are insufficient for that purpose. The Treasurer or designee shall promptly notify the Board of any such use. Any moneys so used shall be restored to the Natural Resources Fund from the first revenues thereafter received and available for such restoration.

**Section 44. Defeasance.** When all Bond Requirements of any Bond have been duly paid, the pledge and lien and all obligations hereunder with respect to such Bond shall thereby be discharged and such Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. A Bond will be deemed to be paid when there has been placed in irrevocable escrow an amount sufficient (including the known minimum yield available for such purpose from Federal Securities, as defined in NRS 349.174, in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of such Bond, as the same become due to the final maturity thereof or upon any prior redemption date as of which the Board shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of such Bond for payment, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the Bond Requirements of such Bond, as the same become due. The Federal Securities shall become due at or before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the State and the escrow agent at the time of the creation of the escrow or trust. For the purpose of this Section

"Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the holder thereof. Upon direction of the Treasurer or designee, the Paying Agent shall mail written notice of the defeasance of any Bonds to the Owners of such Bonds at the addresses last shown on the registration records for such Bonds maintained by the Registrar.

**Section 45. Tax Covenant.** The State covenants for the benefit of the Owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the State, or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission would (i) cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code or (ii) cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds until the date on which all obligations of the State in fulfilling the above covenants have been met. The State makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code).

**Section 46. Modification, Alteration, Supplementation or Amendment of Resolution.**

**A.** The Board may, from time to time, modify, amend, supplement or alter this Resolution without the consent of, or notice to any of the Owners of the Bonds or the insurer of the Bonds, if any, for any one or more of the following purposes:

**1.** to add to the agreements of the Board or the State contained in this Resolution, other agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Board or the State;

**2.** to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Resolution, or in regard to matters or questions arising under this Resolution, as the Board may deem necessary or desirable and not inconsistent with this Resolution;

3. to grant to or confer any additional rights, remedies, powers or authorities that may be lawfully granted to or conferred upon the Owner of the Bonds;

4. to evidence the appointment of successors to any depositories, custodians, Paying Agent or Registrar; or

5. to make any other change which shall not have a material adverse effect on the interests of the Owners of the Bonds.

**B.** The Board may, from time to time, modify, amend, alter, or supplement this Resolution other than as provided in A above; provided that the Board shall give notice to the insurer of the Bonds, if any, and the Owners of the Bonds in the manner herein described and shall receive the written consent of the insurer of the Bonds, if any, or the Owners of not less than 51% of the Bonds then outstanding; provided, however, that no such supplemental proceedings shall:

1. extend the maturity date or due date of any mandatory sinking fund redemption with respect to any Bond outstanding hereunder;

2. reduce or extend the time of payment of the principal of, redemption premium or interest on any Bond outstanding hereunder;

3. reduce any premium payable upon the redemption of any Bond hereunder or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date;

4. give to any Bond or Bonds a preference over any other Bond or Bonds; or

5. reduce the percentage of Bonds the Owners of which are required to consent to any proceedings amending or supplementing the provisions hereof.

**C.** In the event that the Board intends to enter into or adopt any modification, alteration or amendment of this Resolution as described in B above, the Treasurer or designee shall mail, electronically or otherwise, to the insurer of the Bonds, if any, and the Owners of the Bonds at their addresses as shown on the registration records maintained by the Registrar, a notice of such intention along with a description of such amendment or modification not less than 30 days prior to the proposed effective date of such amendment or modification. The consents of the

insurer of the Bonds, if any, or the Owners of the Bonds need not approve the particular form of wording of the proposed amendment, modification or supplement, but it shall be sufficient if such consents approve the substance thereof. Failure of the insurer of the Bonds, if any, or the Owner of any Bond to receive the notice required herein shall not affect the validity of any proceedings supplemental hereto if the insurer of the Bonds, if any, or the required number of Owners of the Bonds shall provide their written consent to such amendment or modification.

**D.** No such supplemental resolution which is described in B above shall become effective unless the insurer of the Bonds, if any, or Owners of at least 51% in aggregate principal amount of the Bonds then outstanding shall have filed with the Secretary of the Board within three (3) months after the date of adoption of such supplemental resolution properly executed instruments approving the adoption of such supplemental resolution, each such instrument to be accompanied by proof of insurance or ownership of the Bonds satisfactory to the Secretary of the Board to which such instrument refers.

**E.** Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Section shall thereafter form a part of this Resolution and all conditions of this Resolution for any and all purposes, and shall be effective as to all Owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

**Section 47. Purchaser Not Responsible.** The validity of the Bonds shall not be dependent on or be affected by the validity or regularity of any proceedings relating to the 2023 Projects. The Purchaser and any Owner of the Bonds shall in no manner be responsible for the application or disposal by the State or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys described in this Resolution.

**Section 48. Limitations upon Contract.** The enforceability of the obligations of the State is subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers delegated to it by the United States Constitution.

**Section 49. Replacement of Registrar or Paying Agent.** If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Treasurer shall determine that the

Registrar or Paying Agent has become incapable of performing its duties hereunder, the Treasurer may, upon notice mailed electronically or otherwise to each Owner of any Bond at such Owner's address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the State shall have the right to have the same institution serves as both Registrar and Paying Agent hereunder.

Any corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Resolution to the contrary notwithstanding.

**Section 50. Continuing Disclosure Undertaking.** The State covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the Disclosure Dissemination Agreement, in substantially the form on file with the Secretary of the Board, to be executed by the Treasurer or designee, with any amendments deemed necessary by the Treasurer or designee and delivered in connection with the delivery of the Bonds.

**Section 51. Delegated Powers.** The officers of the State are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

**A.** The printing of the Bonds, including a statement of insurance, if applicable;

**B.** The completion and execution of such certificates and agreements, electronically or otherwise, as may be reasonably required by the Purchaser relating, among other things, to the execution of the Bonds, the deposit of the Bonds with The Depository Trust Company, the tenure and identity of the officials of the Board and of the State, the delivery of the Bonds, the assessed valuation of the taxable property in and the indebtedness of the State, the receipt of the

purchase price of the Bonds, the exemption of interest on the Bonds from gross income and alternative taxable income for federal income tax purposes, and, if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The execution and completion of appropriate agreements with the Registrar and Paying Agent as to their services hereunder;

D. The assembly and dissemination of financial and other information concerning the State and the Bonds;

E. The preparation and circulation of a preliminary official statement, notice of sale and official statement for the Bonds in the forms specified by the Treasurer or designee. The Treasurer or designee is authorized to deem the official statement or the preliminary official statement to be a "final" official statement (other than permitted omissions) on behalf of the State for the purposes of Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended;

F. The completion and execution of the Certificate of the Treasurer and the Disclosure Dissemination Agreement; and

G. The issuance and sale of the Bonds pursuant to the provisions of this Resolution.

**Section 52. Ratification.** All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the State, and otherwise taken by the State in connection with:

A. The 2023 Projects; and

B. The issuance and sale of the Bonds, is ratified, approved and confirmed, including without limitation the preparation and distribution of a preliminary official statement and a final official statement relating to the Bonds and the supplement thereto and the convening of the meeting at which this Resolution is adopted.

**Section 53. Additional Securities.** The Board reserves the privilege of issuing additional general obligation securities authorized by law at any time or from time to time for any lawful purpose.

**Section 54. Resolution Irrepealable.** After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the State and the Owner or Owners of the Bonds; and this Resolution, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged except as this Resolution may be amended, modified, supplemented or altered pursuant to Section 46 hereof.

**Section 55. Repealer.** All bylaws, orders, resolutions, other instruments, or parts thereof, inconsistent with this Resolution are repealed to the extent of such inconsistency.

**Section 56. Severability.** If any section, subsection, paragraph, clause, or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

**Section 57. Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

ADOPTED on September 13, 2023.

---

Joe Lombardo, Governor, Chairman  
State Board of Finance

Attest:

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Lori Hoover, Secretary  
State Board of Finance

**EXHIBIT A**

**FORM OF BOND**

**TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE**

**STATE OF NEVADA  
GENERAL OBLIGATION (LIMITED TAX)  
OPEN SPACE, PARKS AND NATURAL RESOURCES BOND  
SERIES 2023C**

No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated as of</u>	<u>CUSIP NO.</u>
_____% per annum	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The State of Nevada (the "State") for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner, or registered assigns, the Principal Amount, on the Maturity Date (unless called for earlier redemption), and to pay interest thereon on May 1 and November 1 of each year, commencing on May 1, 2024, at the Interest Rate calculated on the basis of a 360 day year of twelve 30-day months, until the Principal Amount is paid or payment has been provided therefor. This Bond will bear interest from the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the date of this Bond. The principal of and redemption premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of the State's paying agent for the Bonds (as hereinafter defined), presently U.S. Bank Trust Company, National Association (the "Paying Agent"), or at such other office as may be designated by the Paying Agent. Interest on this Bond will be paid on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), by electronic transfer, check or draft mailed by first-class mail to the person in whose name this Bond is registered in the registration records of the State maintained by the State's registrar for the Bonds, presently U.S. Bank Trust Company, National Association (the "Registrar"), and at the address appearing thereon, as of the close of business on the 15<sup>th</sup> day of the calendar month preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid (or duly provided for) shall cease to be payable to the person who is the Owner as of the close of business on the Regular Record Date and shall be payable to the person who is the Owner as of the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owner electronically or otherwise by first-class mail not less than ten (10) days prior thereto. Alternative means of payment

of interest may be used if mutually agreed to by the Owner and the Paying Agent, as provided in the resolution of the State Board of Finance of the State (the "Board") authorizing the issuance of the Bonds and designated in Section 1 thereof as the "2023C Open Space, Parks and Natural Resources Bond Resolution" (the "Resolution"), duly adopted by the Board prior to the issuance of the Bonds. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

This Bond is one of a series of bonds (the "Bonds"), of like tenor except as to number and denominations, issued pursuant to the Resolution.

[The Bonds are issuable solely as fully registered Bonds in denominations of \$5,000 each or any integral multiple thereof and are exchangeable for fully registered Bonds of the same maturity in equivalent aggregate principal amounts and in authorized denominations at the aforesaid office of the Registrar but only in the manner, subject to the limitations and on payment of the charges provided in the Resolution.]<sup>1</sup>

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the State or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. Or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]<sup>2</sup>

[The Registrar will not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business fifteen (15) days before the day of the mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for prior redemption.

This Bond is transferable by the Owner in person or by such Owner's duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered Bond of authorized denomination or denominations of the same aggregate principal amount and maturity will be issued to the transferee in exchange for this Bond, subject to such terms and conditions, and on payment of the charges as set forth in the Resolution.] <sup>1</sup>

The State, the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute Owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Resolution with respect to Regular and Special Record Dates for the payment of interest.

[The Bonds shall not be transferable or exchangeable except as set forth in the Resolution.] <sup>2</sup>

The Bonds are issued by the State, upon its behalf and upon its credit, for the purpose of paying, wholly or in part, the cost of the 2023 Projects set forth in the Resolution, under the authority of and in full compliance with the constitution and laws of the State, and pursuant to the Resolution. A copy of the Resolution is on file in the office of the ex officio secretary of the Board, in Carson City, Nevada, for public inspection.

The Bonds, or portions thereof, will be subject to redemption prior to their respective maturities, at the option of the Treasurer, as provided in the Resolution and the Certificate of the Treasurer.

[Upon partial prior redemption of Bonds, Cede & Co., in its discretion, may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to prepayment.] <sup>2</sup>

[Certain of the Bonds shall be subject to mandatory sinking fund redemption as provided in the Resolution and the Certificate of the Treasurer.] <sup>3</sup>

[In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar will, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. Redemption shall be made upon not more than sixty (60) nor less than twenty (20) days prior notice as provided in the Resolution.] <sup>1</sup>

This Bond must be registered in the name of the Owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Resolution. No transfer of this Bond shall be valid unless made on the registration records maintained by the Registrar at its principal office, or such other office as may be designated by the Registrar, by the Owner or such Owner's attorney duly authorized in writing.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the State in the issuance of this Bond; that the total indebtedness of the State, including that of this Bond, does not exceed any limit of indebtedness prescribed by the constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes sufficient to pay the principal of, redemption premiums, if any, and interest on this Bond when the same become due (except to the extent other funds are available therefor), subject to the limitations imposed by the constitution and statutes of the State; and that the full faith and credit of the State are hereby irrevocably pledged to the punctual payment of the principal of, redemption premiums, if any, and interest on this Bond according to its terms.

Reference is made to the Resolution and all modifications and amendments thereof, if any, to the acts authorizing the issuance of the Bonds, *i.e.*, Chapter 480, Statutes of Nevada 2019 (the "2019 Project Act"), Section 17 of Chapter 1, 1<sup>st</sup> Special Session, Statutes of Nevada 2023 (the "2023 Project Act" and together with the 2019 Project Act, the "Project Acts"), and all laws amendatory thereof, to Sections 349.150 to 349.364, Nevada Revised Statutes, designated in Section 349.150 thereof as the State Securities Law (the "Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, the terms and conditions upon which the Bonds are issued, and a statement of rights duties, immunities and obligations of the State, and the rights and remedies of the Owner of this Bond.

The Bonds are issued pursuant to the Project Acts, the Bond Act, and all laws supplemental thereto; pursuant to NRS 349.274, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 349.354, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of Nevada Revised Statutes and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of Nevada Revised Statutes.

In accordance with NRS 349.252, no recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on this Bond or for any claim based thereon or otherwise in respect to the Resolution, against any individual member of the Board, or any officer or other agent of the State, past, present or future, either directly or indirectly through the Board or the State, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

*IN WITNESS WHEREOF*, the State, acting by and through the Board, has caused this Bond to be signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor of the State, to be countersigned with the electronic, manual or facsimile signature of the Controller of the State, and to be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary of State; has caused the electronic, manual or facsimile impression of the great seal of the State to be affixed hereon; and has caused this Bond to be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the State Treasurer; all as of \_\_\_\_\_, 2023.

THE STATE OF NEVADA

(Electronic, Manual or Facsimile Signature)

Governor of the State of Nevada

[ELECTRONIC, MANUAL OR FACSIMILE SEAL]

Attest:

(Electronic, Manual or Facsimile Signature)

Secretary of State

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Controller

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Treasurer

- 1 - Insert only if Bonds are delivered pursuant to Section 22(A)(3) of this Resolution.
- 2 - Insert only if the Bonds are initially delivered to the Depository Trust Company pursuant to Section 22(A) of this Resolution.
- 3 - Insert only if the Certificate of the Treasurer designates any of the Bonds as term bonds.

[End of Form of Bond]

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION FOR BONDS]

Date of authentication and registration: \_\_\_\_\_

This is one of the Bonds described in the within mentioned Resolution, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION  
as Registrar

By \_\_\_\_\_  
Authorized Officer

[End of Form of Registrar's Certificate of Authentication for Bonds]

**STATE OF NEVADA** )  
 ) **ss.**  
**CARSON CITY** )

I am the duly chosen and qualified Chief Deputy Treasurer of the State of Nevada (the "State"), and ex officio secretary of the State Board of Finance (the "Board"), and do hereby certify that:

1. The foregoing pages constitute a true, correct, complete and compared copy of the 2023C Open Space, Parks and Natural Resources Bond Resolution, which resolution was passed and adopted by the Board at the duly held meeting of September 13, 2023, in the Old Assembly Chambers of the Capitol Building, Second Floor, 101 N. Carson Street, Carson City, Nevada 89701 and at 555 E. Washington Avenue, Las Vegas, Nevada.

2. The original of the 2023C Open Space, Parks and Natural Resources Bond Resolution was signed by the chair of the Board and authenticated by me as ex officio secretary of the Board and was recorded in the minutes of the Board kept for that purpose in my office.

3. The members of the Board listed below attended such meeting and voted in favor of the passage of the 2023C Open Space, Parks and Natural Resources Bond Resolution:

Governor:	Joe Lombardo
Treasurer:	Zachary B. Conine
Controller:	Andy Matthews
Other Members:	Benjamin Edwards David R. Navarro

4. All members of the Board were given due and proper notice of such meeting.

5. Written notice of such meeting was given at least three working days before the meeting pursuant to NRS 241.020.

6. A copy of the notice so given is attached to this certificate as Appendix I.

7. No other proceedings were adopted and no other action taken or considered at such meeting relating to the subject matter of the 2023C Open Space, Parks and Natural Resources Bond Resolution.

**IN WITNESS WHEREOF**, I have hereunto set my signature on September 13, 2023.

Lori Hoover, Secretary  
State Board of Finance



**APPENDIX I**  
**(Copy of Notice of Meeting)**

## **Attachment D**

### **2023D Safe Drinking Water Revolving Fund Matching Bonds Approval Resolution and Order**

## **RESOLUTION**

### **A RESOLUTION DESIGNATED THE "2023D SAFE DRINKING WATER REVOLVING FUND MATCHING APPROVAL RESOLUTION"; APPROVING THE ISSUANCE OF THE STATE OF NEVADA, GENERAL OBLIGATION (LIMITED TAX) SAFE DRINKING WATER REVOLVING FUND MATCHING BONDS, SERIES 2023D.**

**WHEREAS**, Nevada Revised Statutes ("NRS") 349.225 requires that the Board of Finance (the "Board") of the State of Nevada (the "State") approve the issuance of general obligation bonds of the State; and

**WHEREAS**, the Board has been advised that the State Treasurer, subject to the approval of the Board and at the direction of the State Administrator of the Division of Environmental Protection of the Department of Conservation and Natural Resources, will authorize the issuance of the State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D in the maximum aggregate principal amount of \$6,000,000 (the "Bonds") for the purpose of financing the project, as defined in NRS 445A.230; and

**WHEREAS**, the Board has received a copy of the order to be executed by the State Treasurer (the "Order") in substantially the form on file with the Secretary to the Board with such amendments as deemed necessary by the State Treasurer authorizing the issuance of the Bonds.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF FINANCE OF THE STATE OF NEVADA:**

Section 1. This Resolution shall be known as the "2023D Safe Drinking Water Revolving Fund Matching Approval Resolution."

Section 2. The Board and the officers of the State, including, but not limited to the State Treasurer or designee are authorized to take all actions necessary toward the issuance of the Bonds, including without limitation, the preparation and distribution of a preliminary official statement (and the deeming "final" thereof by the State Treasurer or designee) and a final official statement, a disclosure dissemination agreement and the completion and execution of the Order authorizing the issuance of the Bonds is hereby approved, authorized and confirmed.

Section 3. In order to permit the State to reimburse itself for prior expenditures from the proceeds of the Bonds, the Board hereby determines and declares as follows:

(a) The State reasonably expects to incur expenditures with respect to the project being financed with the proceeds of the Bonds prior to the issuance of the Bonds and to reimburse those expenditures from the issuance of the Bonds; and

(b) The maximum principal amount of the Bonds expected to be issued is \$6,000,000 for the Improvement Project as defined in the Order.

Section 4. The officers of the State and the Board are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this resolution, including without limitation, the execution and delivery of the Bonds.

ADOPTED on September 13, 2023.

---

Joe Lombardo, Governor, Chairman  
State Board of Finance

Attest:

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Lori Hoover, Secretary  
State Board of Finance



## **EXHIBIT A**

(Attach Copy of Notice of Meeting)

## **ORDER**

**AN ORDER DESIGNATED THE "2023D SAFE DRINKING WATER REVOLVING FUND MATCHING BOND ORDER"; AUTHORIZING THE SALE AND ISSUANCE OF THE STATE OF NEVADA GENERAL OBLIGATION (LIMITED TAX) SAFE DRINKING WATER REVOLVING FUND MATCHING BONDS, SERIES 2023D; PROVIDING THE PURPOSE FOR WHICH SUCH BONDS ARE ISSUED, THE FORM, TERMS, AND CONDITIONS OF SUCH BONDS, THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF SUCH BONDS; AND PROVIDING OTHER RELATED MATTERS.**

**WHEREAS**, the State of Nevada (the "State") is authorized by Nevada Revised Statutes ("NRS") 445A.200 through 445A.295 (the "Act") to issue general obligation bonds for the purpose of supporting the purposes of the account to finance the construction of projects created in the State treasury, and known as the account for the revolving fund (the "Revolving Fund"); and

**WHEREAS**, the administrator of the Division of Environmental Protection of the Department of Conservation and Natural Resources (respectively, the "Administrator", the "Division" and the "Department") has authorized the State Treasurer to issue bonds for the project, as defined in NRS 445A.230 (the "Improvement Project") and to pay the costs of issuing the bonds (collectively, the "Project"), subject to the approval of the State Board of Finance (the "Board"); and

**WHEREAS**, the Board has approved the issuance of the "State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D" (the "Bonds") by the State Treasurer; and

**WHEREAS**, pursuant to NRS 445A.290(1) the Bonds issued for the Project are exempt, pursuant to the second paragraph of section 3, article 9, of the constitution of the State, from the State's debt limit; and

**WHEREAS**, the State hereby elects to apply the State Securities Law, cited as NRS 349.150 through 349.364, as amended (the "Bond Act") to the issuance of the Bonds, except as it may be inconsistent with the Act; and

**WHEREAS**, the State has provided for the sale of the Bonds, and has determined to accept a proposal (the "Bond Purchase Proposal") submitted by the purchaser (the "Purchaser") for the purchase of

the Bonds as set forth in the certificate of the State Treasurer or designee (the "Certificate of the Treasurer") and upon the terms and conditions provided in this Order and the Certificate of the Treasurer; and

**WHEREAS**, the State Treasurer, at the direction of the Administrator and with the approval of the Board, on the behalf and in the name of the State, has determined and does declare:

**A.** To secure and preserve the public health, safety, convenience, and welfare, it is necessary to issue the Bonds for the Project, pursuant to the Act, the Bond Act, and all supplemental laws;

**B.** Each of the limitations and other conditions to the issuance of the Bonds in the Act, the Bond Act, and in any other relevant act of the State has been met; and pursuant to NRS 349.352, this determination that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse or discretion; and

**C.** The issuance of the Bonds pursuant to the Act, and the Bond Act is necessary, expedient and advisable for the protection and preservation of the property and natural resources of the State, and for the purpose of obtaining the benefits thereof, and constitutes an exercise of the authority conferred by the second paragraph of section 3, article 9, of the constitution of the State.

**NOW, THEREFORE, IT IS ORDERED BY THE TREASURER OF THE STATE OF NEVADA UPON AUTHORIZATION OF THE ADMINISTRATOR OF THE DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES AND WITH THE APPROVAL OF THE STATE BOARD OF FINANCE THAT:**

**Section 1. Title.** This order shall be known as the "2023D Safe Drinking Water Revolving Fund Matching Bond Order" (the "Order").

**Section 2. Authority for Order.** This Order is adopted pursuant to the Act, the Bond Act, and all supplemental laws.

**Section 3. Authorization of Bond Purchase Proposal.** The Bond Purchase Proposal submitted by the Purchaser is hereby accepted, subject to the terms and conditions of this Order and the Certificate of the Treasurer.

**Section 4. Life of Project.** The State Treasurer has determined and declares:

**A.** The estimated life or estimated period of usefulness of the Improvement Project financed with loans from the Revolving Fund is not less than the average maturity of the Bonds; and

**B.** The Bonds allocatable to the Project will mature at times not exceeding such estimated life or estimated periods of usefulness.

**Section 5. Necessity of Project and Bonds.** It is necessary and in the best interests of the State that the Project be undertaken and that its cost be defrayed by the issuance of the Bonds.

**Section 6. Authorization of Project.** The State Treasurer has determined to undertake the Project and defray its cost by the issuance of the Bonds.

**Section 7. Estimated Cost of Project.** The cost of the Project is estimated to be at least the principal amount of the Bonds, excluding any such cost to be defrayed by any source other than the proceeds of the Bonds.

**Section 8. Order to Constitute Contract.** In consideration of the purchase and the acceptance of the Bonds by the owners thereof from time to time, the provisions of this Order shall be deemed to be and shall constitute a contract between the State and the owners of the Bonds.

**Section 9. Bonds Equally Secured.** The covenants and agreements of the State set forth in this Order shall be for the equal benefit, protection, and security of the owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction, except as otherwise expressly provided in or pursuant to this Order.

**Section 10. General Obligations; Security.** All of the Bonds, as to principal, interest and any redemption premium (the "Bond Requirements") shall constitute general obligations of the State, which hereby pledges its full faith and credit for their payment. All Bond Requirements shall be payable from annual general (ad valorem) taxes ("Taxes"), as provided in this Order. Pursuant to NRS 445A.290(4), the money in the Revolving Fund that is available for the payment of the interest and installments of principal on the Bonds is hereby pledged as the primary security for the Bonds. This pledge is not exclusive and neither this pledge nor any other provision of this Order prevents or limits any other pledge of moneys in the Revolving Fund, including, without limitation, any such pledge that is superior to, on a parity with or subordinate to the pledge made hereby to the Bonds.

**Section 11. Exempted Debt.** The issuance of the Bonds constitutes an exercise of the authority conferred by the second paragraph of section 3, article 9, of the constitution of the State.

**Section 12. Limitations upon Security.** Pursuant to NRS 349.250, the payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the State, except the proceeds of Taxes and any other moneys pledged for the payment of the Bonds. No property of the State, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

**Section 13. Limitations upon Recourse.** Pursuant to NRS 349.252, no recourse shall be had for the payment of the Bond Requirements or for any claim based thereon or otherwise upon this Order, against the Administrator or any other officer or agent of the State, past, present, or future, either directly or indirectly through the State, or otherwise, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any penalty, or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

**Section 14. No Repeal of Bond Act.** Pursuant to NRS 349.256, the faith of the State is hereby pledged that the Act, the Bond Act, and any other law supplemental or otherwise pertaining thereto, and any other act concerning the Bonds or the Taxes, or both, shall neither be repealed nor amended nor otherwise directly or indirectly modified in such a manner as to impair adversely any outstanding Bonds, until all the Bonds have been discharged in full or provision for their payment and redemption has been fully made.

**Section 15. Authorization of Bonds.** For the purpose of defraying the cost of the Project, the Bonds are hereby authorized to be issued in the aggregate principal amount set forth in the Certificate of the Treasurer, which shall not exceed \$6,000,000.

**Section 16. Bond Details.** The Bonds shall be dated as of the date of delivery of the Bonds, and except as otherwise provided in Section 21 hereof, shall be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date). The Bonds shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from their date until their respective fixed maturity dates at the respective rates designated below, payable on February 1 and August 1 in each year, commencing on August 1, 2024; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates shown below from the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the date of the Bonds. The Bonds shall

mature in each of the designated amounts of principal and on the designated dates as set forth in the Certificate of the Treasurer.

The principal of and premium, if any, on any Bond, shall be payable to the owner thereof as shown on the registration records kept by U.S. Bank Trust Company, National Association (the "Registrar"), upon maturity or prior redemption, if any, thereof and upon presentation and surrender at the corporate trust office of U.S. Bank Trust Company, National Association (the "Paying Agent"), or such other office as designated by the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full. Except as otherwise provided in Section 21 hereof, payment of interest on any Bond shall be made to the owner thereof by electronic transfer, check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the owner thereof, at its address, as shown on the registration records kept by the Registrar as of the close of business on the 15th day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at its address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the owners of the Bonds not less than ten days prior thereto by first-class mail postage prepaid to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

**Section 17. Prior Redemption.**

**A. Optional Redemption.** The Bonds, or portions thereof in Authorized Denominations, maturing on and after the date designated in the Certificate of the Treasurer, shall be subject to optional redemption prior to their respective maturities, on and after the date designated in the Certificate of the Treasurer, at the option of the State to be exercised by delivery of a written certificate of the Treasurer or designee to the Registrar, in whole or in part at any time, from any maturities selected by the State as selected by the Treasurer or designee and by lot within a maturity, at a price equal to the principal amount of each Bond, or portion thereof, to be so redeemed, plus accrued interest thereon to the redemption date and a premium, if any, computed in accordance with the schedule contained in the Certificate of the Treasurer.

**B. Extraordinary Mandatory Redemption.** In the event that (i) less than 30% of the net proceeds of the Bonds allocated to the Improvement Project have been used directly or indirectly to make or finance loans to ultimate borrowers within one year of the date of issue of the Bonds, or (ii) less than 95% of the net proceeds of the Bonds allocated to the Improvement Project have been used directly or indirectly to make or finance loans to ultimate borrowers within three years of the date of issue of the Bonds, the Registrar shall proceed to select for redemption (by lot in such manner as the Registrar may determine) from all outstanding Bonds, a principal amount of the Bonds equal to (a) the amount of net proceeds required to be used to make or finance loans under clause (i) or (ii) of the preceding sentence, respectively, less (b) the amount of net proceeds actually used for such purpose at the end of the one-year or three-year period, respectively. The redemption date shall be a date not later than 90 days following the applicable one-year or three-year period. Such redemption shall be at a price equal to the principal amount of each Bond, or portion thereof, so redeemed, plus accrued interest thereon to the redemption date, and shall be payable from proceeds of the Bonds on deposit in the Acquisition Account (as defined below). Such redemption shall be in denominations of \$5,000 or integral multiples thereof, provided that not less than the required amount of Bonds set forth above is redeemed. Notice of such redemption shall be given as provided in Section 18 of this Order. For purposes of this paragraph, "net proceeds" has the meaning given such term by Section 150 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, but does not include (i) proceeds used to finance issuance costs or (ii) proceeds necessary to pay interest on the Bonds during such period.

**C. Mandatory Redemption.** The Bonds maturing on the dates set forth in Appendix I attached hereto, if any (the "Term Bonds"), are subject to mandatory sinking fund redemption at

a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of Term Bonds, there shall be deposited into the Consolidated Bond Fund on or before the August 1, of the years set forth in Appendix I attached hereto, if any, a sum which, together with other moneys available in the "State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D Tax Account--Principal" (created in Section 35 hereof), is sufficient to redeem on August 1, of the years and in the principal amounts as set forth in Appendix I.

Not more than 60 days nor less than 20 days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot in such manner as the Registrar may determine) from all outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in Section 18 of this Resolution.

At the option of the Board to be exercised by delivery of a written certificate to the Registrar not less than 60 days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof (\$5,000 or any integral multiple thereof) in an aggregate principal amount desired by the Board or, (ii) specify a principal amount of Term Bonds, or portions thereof (\$5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portion thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Board on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the Board determines. In the event the Board shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled, or in the event the Bonds are registered in the name of Cede & Co., the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to the Depository Trust Company.

**D. Partial Redemption.** In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed pursuant to

Subsection B of this Section, in which case the Registrar, except as provided in Section 21 hereof, shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsection B of this Section, the Registrar shall select the Bonds to be redeemed by lot (in such manner as the Registrar may determine) at such time as directed by the State.

**Section 18. Redemption Notice.** Unless waived by any owner of a Bond to be redeemed, notice of redemption shall be given by the Registrar (on direction of the State Treasurer given not less than 60 days prior to the redemption date), by electronic mail as long as Cede & Co. or a nominee or a successor depository is the owner of the Bonds, and otherwise by first class postage prepaid mail, at least 20 days but not more than 60 days prior to the redemption date, to the owner of any Bond all or a part of which is called for redemption at the owner's address as it last appears on the registration records kept by the Registrar, and electronically (1) to the Disclosure Dissemination Agent or (2) if Digital Assurance Certification, L.L.C. no longer serves as the Disclosure Dissemination Agent and the State has not appointed a successor Disclosure Dissemination Agent, to the Municipal Securities Rulemaking Board ("MSRB") via its Electronic Municipal Market Access system. The notice shall identify the Bonds or portions thereof to be redeemed, specify the redemption date and state that on such date the principal amount thereof, accrued interest and premium, if any, thereon will become due and payable at the principal office of the Paying Agent or such other office as may be designated by the Paying Agent, and that after such redemption date interest will cease to accrue.

After such notice and presentation of the Bonds, the Bonds called for redemption will be paid. Actual receipt of the notice by the Disclosure Dissemination Agent, MSRB or the owners of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice to the Disclosure Dissemination Agent, MSRB or the owner of any Bond designated for redemption or any defect therein, shall not affect the validity of the proceedings for redemption of any other Bond. A certificate by the Registrar that notice of redemption has been given as provided in this Section shall be conclusive as against all parties; and no owner whose Bond is called for redemption or any other owner of any Bond may object thereto or may object to the cessation of interest on the redemption date on the ground that he failed to actually receive such notice of redemption.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and

that is such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

**Section 19. Negotiability.** Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code--Investment Securities, and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code--Investment Securities.

**Section 20. Registration. Transfer and Exchange of Bonds.** Except as otherwise provided in Section 21 hereof:

**A.** Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 16 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar shall require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and shall charge a sum sufficient to pay the cost of preparing and authenticating a new Bond.

**B.** The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 16 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

**C.** If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the State may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement

Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

**D.** Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar to the State, upon request.

**Section 21. Custodial Deposit.**

**A.** Notwithstanding the foregoing provisions of Sections 16 to 20 hereof, the Bonds shall initially be evidenced by one or more Bonds for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A or a determination by the State that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the State of another depository institution acceptable to the depository then holding the Bonds, which new depository institution must be both a "clearing corporation" as defined in NRS 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this Subsection A or a determination by the State that The Depository Trust Company or such successor or new

depository is no longer able to carry out its functions, and the failure by the State, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

**B.** In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or designation of a new depository pursuant to clause (2) of Subsection A hereof, upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of Subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of Subsection A hereof, and upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations, as provided in and subject to the limitations of Section 16 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

**C.** The State, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the State, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to Subsection A hereof.

**D.** The State, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

**Section 22. Execution and Authentication.**

**A.** Prior to the execution of any Bond and pursuant to NRS 349.284, and to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351 of NRS, the Governor of the State, the State Controller, the Secretary of State and the State Treasurer (the "Governor," the "Controller," the "Secretary" and the Treasurer," respectively) shall each file with the Secretary of State such officer's manual signature certified by such officer under oath.

**B.** Pursuant to NRS 349.282, the Bonds shall be approved, signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor, shall be countersigned and executed with the electronic, manual or facsimile signature of the Controller, and shall be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the Treasurer. There shall be affixed on the Bonds the electronic, manual or facsimile impression of the great seal of the State, and each Bond shall each be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary.

**C.** No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Order, the Registrar shall be deemed to have assented to all of the provisions of this Order.

**Section 23. Use of Predecessor's Signature.** The Bonds bearing the signatures of the officers in office at the time of their execution shall be the valid and binding obligations of the State, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Governor, the Controller, the Treasurer and the Secretary, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for such officer's own facsimile signature the facsimile signature of such officer's predecessor in office if such facsimile signature appears upon any of the Bonds.

**Section 24. Incontestable Recital.** Pursuant to NRS 349.274, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

**Section 25. State Tax Exemption.** The Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

**Section 26. Bond Execution.** The Governor, Controller, Treasurer and Secretary are authorized and directed to prepare and to execute the Bonds as provided above.

**Section 27. Initial Registration.** The Registrar shall maintain the registration records of the State for the Bonds, showing the name and address of the owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, principal amount, and bond number.

**Section 28. Bond Delivery.** After such registration and after their execution and authentication as provided herein, the Treasurer shall cause the Bonds to be delivered to the Purchaser, upon payment being made in accordance with the terms of their sale.

**Section 29. Bond Form.** Subject to the provisions of this Order, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Order, or be consistent with this Order and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**STATE OF NEVADA  
GENERAL OBLIGATION (LIMITED TAX)  
SAFE DRINKING WATER REVOLVING FUND  
MATCHING BOND  
SERIES 2023D**

No. \_\_\_\_\_ \$ \_\_\_\_\_

Interest Rate                      Maturity Date                      Dated As Of                      CUSIP

\_\_\_\_\_ %                      August 1, \_\_\_\_\_                      \_\_\_\_\_, 2023

Per annum

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The State of Nevada (the "State") for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest thereon on February 1 and August 1 of each year, commencing on August 1, 2024 at the interest rate per annum specified above calculated on the basis of a 360 day year of twelve 30-day months, until the principal sum is paid or payment has been provided therefor. This Bond will bear interest from the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the date of this Bond. The principal of and redemption premium, if any, on this Bond are payable upon presentation and surrender hereof at the corporate trust office of the State's paying agent for the Bonds, presently U.S. Bank Trust Company, National Association (the "Paying Agent"), or such other office as designated by the Paying Agent. Interest on this Bond will be paid on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), by electronic transfer, check or draft mailed by first class mail to the person in whose name this Bond is registered (the "registered owner") in the registration records of the State maintained by the State's registrar for the Bonds, presently U.S. Bank Trust Company, National Association (the "Registrar"), and at the address appearing thereon, as of the close of business on the 15th day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the registered owner and the Paying Agent, as provided in the order of the State Treasurer authorizing the issuance of the bonds of the series of which this Bond is one (the "Bond" or the "Bonds") and designated in Section 1 thereof as the "2023D Safe Drinking Water Revolving Fund Matching Bond Order" (the "Order"),

duly executed by the State Treasurer upon authorization of the Administrator of the Division of Environmental Protection of the State Department of Conservation and Natural Resources and approved by the State Board of Finance prior to the issuance of the Bonds. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

The State, the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Order with respect to Regular and Special Record Dates for the payment of interest.

The Bonds shall not be transferable or exchangeable except as set forth in the Order.

The Bonds are issued by the State, upon its behalf and upon its credit, for the purpose of supporting the purposes of the account to finance the construction of projects, known as the account for the revolving fund created in the State treasury pursuant to NRS 445A.255(1) (the "Revolving Fund") under the authority of and in full compliance with the constitution and laws of the State, and pursuant to the Order. A copy of the Order is on file in the office of the Secretary of the Board of Finance, in Carson City, Nevada, for public inspection.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the State or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co., or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Bonds are subject to redemption as set forth in the Order and Certificate of the Treasurer.

This Bond must be registered in the name of the owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Order. No transfer of this Bond shall be valid unless made on the registration records maintained by the principal office of the Registrar by the registered owner or his attorney duly authorized in writing.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the State in the issuance of this Bond; that the total indebtedness of the State, including that of this Bond, does not exceed any limit of indebtedness prescribed by the constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes sufficient to pay the principal of, redemption premiums, if any, and interest on this Bond when the same become due (except to the extent other funds are available therefor), subject to the limitations imposed by the constitution and statutes of the State; and that the full faith and credit of the State are hereby irrevocably pledged to the punctual payment of the principal of, redemption premiums, if any, and interest on this Bond according to its terms.

Reference is made to the Order and all modifications and amendments thereof, if any, to the act authorizing the issuance of the Bonds, i.e., Nevada Revised Statutes ("NRS") 445A.200 through 445A.295 (the "Act"), and all laws amendatory thereof, to NRS 349.150 to 349.364, designated in NRS 349.150 thereof as the State Securities Law (the "Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities and obligations of the State, and the rights and remedies of the owners of the Bonds.

The Bonds are issued pursuant to the Act, the Bond Act, and all laws supplemental thereto; pursuant to NRS 349.274, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 349.354, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to Chapter 375B of NRS.

In accordance with NRS 349.252, no recourse shall be had for the payment of the principal of, redemption premiums, if any, and interest on this Bond or for any claim based thereon or otherwise in respect to the Order, against the Administrator or any other officer or agent of the State, past, present or future, either directly or indirectly through the State, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the State, acting by and through the Board, has caused this Bond to be signed and executed in the name of and on behalf of the State with the electronic, manual or facsimile signature of the Governor of the State, to be countersigned with the electronic, manual or facsimile signature of the Controller of the State, and to be attested, signed and executed with the electronic, manual or facsimile signature of the Secretary of State; has caused the electronic, manual or facsimile impression of the great seal of the State to be affixed hereon; and has caused this Bond to be countersigned, subscribed and executed with the electronic, manual or facsimile signature of the State Treasurer; all as of the dated date above.

THE STATE OF NEVADA

(Electronic, Manual or Facsimile Signature)

Governor of the State of Nevada

[ELECTRONIC, MANUAL OR FACSIMILE SEAL]

Attest:

(Electronic, Manual or Facsimile Signature)

Secretary of State

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Controller

Countersigned:

(Electronic, Manual or Facsimile Signature)

State Treasurer

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication  
and registration: \_\_\_\_\_

This is one of the Bonds described in the within mentioned Order, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION  
as Registrar

By \_\_\_\_\_  
Authorized Signatory

(End of Form of Registrar's Certificate of Authentication for Bonds)

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Address of Transferee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security or other tax  
identification number of transferee:

\_\_\_\_\_

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment for Bonds)

**Section 30. Consolidated Bond Fund.** Pursuant to NRS 349.236, payment of the Bond Requirements of the Bonds shall be made from the Consolidated Bond Interest and Redemption Fund (the "Consolidated Bond Fund") of the State, under the provisions of NRS 349.080 through 349.140, except to the extent any provision is otherwise made for such payment by the Act or this Order.

**Section 31. Revenues of the Project.** Any money, except the proceeds of Taxes, received by the Treasurer from or in respect to the Project shall be deposited in the Revolving Fund and applied in the manner and priority provided in the Act. The Treasurer shall take whatever action may be necessary and appropriate to assure the prompt collection and deposit of the revenues of the Project.

**Section 32. General Tax Levies.** There shall be levied in each calendar year annually until all of the Bond Requirements of the Bonds shall have been fully paid, satisfied and discharged, a Tax on all property, both real and personal, subject to taxation within the boundaries of the State, fully sufficient together with the revenue which will result from the application of the rate to the net proceeds of minerals to pay and retire the Bonds, without regard to any statutory tax limitations now or thereafter existing, but subject to the limitations imposed by NRS 361.453, and by section 2 of article 10 of the constitution of the State, and after there are made due allowances for probable delinquencies, except to the extent revenues, including, without limitation, revenues of the Project and revenues in the Revolving Fund, as are otherwise available.

**Section 33. Budget Provisions.** In the preparation of the annual budget for the State, the State Legislature shall first make proper provisions through the levy of sufficient Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the State, including, without limitation, the Bonds, subject to the limitations imposed by section 2 of article 10 of the constitution of the State and by NRS 361.453, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the State.

**Section 34. Priorities for Bonds.** As provided in NRS 361.463, in any year the total Taxes levied against the property in the State by all overlapping units within the boundaries of the State may exceed the limitation imposed by NRS 361.453 and it shall become necessary for that reason to reduce the levies made by any of those units, the reduction so made shall be in Taxes levied by such units (including,

without limitation, the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The Taxes levied for the payment of bonded indebtedness and the interest thereon enjoy a priority over Taxes levied by each such unit (including, without limitation, the State) for all other purposes where reduction is necessary in order to comply with the limitation imposed by NRS 361.453.

**Section 35. Correlation of Levies.** Such Taxes shall be levied and collected in the same manner and at the same time as other Taxes are levied and collected. The proceeds of Taxes levied to pay interest on the Bonds shall be kept by the Treasurer in a special account designated as the "State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D Tax Account--Interest," and the proceeds of Taxes levied to pay the principal of the Bonds shall be kept in a special account designated as the "State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D Tax Account--Principal" (collectively, the "Bond Fund"). Such accounts shall be used for no other purpose than the payment of interest on and principal of the Bonds, respectively, as the same become due.

**Section 36. Use of General Fund.** Any sums coming due on the Bonds at any time when there are on hand from such Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the State, reimbursement to be made for such general funds in the amounts so advanced when the Taxes have been collected, pursuant to NRS 349.242.

**Section 37. Use of Other Funds.** Nothing in this Order prevents the State from applying any funds (other than Taxes) that may be available for that purpose to the payment of the Bond Requirements of the Bonds, including without limitation moneys available in the Revolving Fund, and upon such payment, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 349.244.

**Section 38. Legislative Duties.** In accordance with NRS 349.238 through 349.244, it shall be the duty of the State Legislature, at the time and in the manner provided by law for levying other taxes of the State, if such action shall be necessary to effectuate the provisions of this Order, to ratify and carry out the provisions of this Order with reference to the annual levy and collection of such Taxes; and the

State Legislature shall require the officers of the State to levy, extend and collect such Taxes in the manner provided by law for the purpose of creating funds for the payment of the Bond Requirements of the Bonds.

**Section 39. Appropriation of Taxes.** In accordance with NRS 349.248, there is specially appropriated the proceeds of such Taxes to the payment of the Bond Requirements of the Bonds; and such appropriations shall neither be repealed nor such Taxes postponed or diminished (except as otherwise expressly provided) until the Bond Requirements of the Bonds have been wholly paid.

**Section 40. Use of Bond Proceeds.** Pursuant to NRS 349.294, amounts received from the sale of the Bonds, including any premium on the Bonds, shall be deposited:

**A.** First, an amount sufficient to pay the costs of issuance of the Bonds shall be deposited in an account designated as the "State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D Costs of Issuance Account" (the "Costs of Issuance Account") to be applied to payment of the costs of issuance of the Bonds. Any amounts remaining in the Costs of Issuance Account after payment of the costs of issuance of the Bonds shall be deposited in the Acquisition Account (defined below).

**B.** Second, the balance of the proceeds of the Bonds shall be deposited in an account of the Revolving Fund designated as the "State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2023D Acquisition Account" (the "Acquisition Account") to be applied to payment of the costs of the Improvement Project.

**Section 41. Use of Investment Proceeds.** Pursuant to NRS 445A.125, any interest or other gain from the investment of any proceeds of the Bonds credited to the Costs of Issuance Account shall be deposited promptly upon its receipt to the Costs of Issuance Account and applied as provided in the Act and to the Acquisition Account shall be deposited promptly upon its receipt to the Acquisition Account and applied as provided in the Act.

**Section 42. Use of Acquisition Account.** The moneys in the Acquisition Account, except as otherwise expressly provided, shall be used and paid out solely for the purpose of paying the cost of the Improvement Project.

**Section 43. Prevention of Bond Default.** Except as otherwise expressly provided by this Order, the Treasurer shall use any Bond proceeds credited to the Acquisition Account, without further order or warrant, to pay the Bond Requirements of the Bonds, as the same become due, whenever and to the extent

moneys otherwise available therefor are insufficient for that purpose. The Treasurer shall promptly notify the Administrator of any such use. Any moneys so used shall be restored to the Acquisition Account from the first revenues thereafter received and available for such restoration.

**Section 44. Lien of the Bonds.** The Bonds authorized herein constitute an irrevocable lien (but not necessarily an exclusive lien) upon the moneys available in the Revolving Fund for the payment of the interest and installments of principal on state securities issued on a parity with the lien of the outstanding State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching and Refunding Bonds, Series 2015H (the "2015 Bonds"), State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2017E (the "2017 Bonds"), State of Nevada, General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds, Series 2019C (the "2019 Bonds"), State of Nevada General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching and Refunding Bonds Series 2021E (the "2021 Bonds"), State of Nevada General Obligation (Limited Tax) Safe Drinking Water Revolving Fund Matching Bonds Series 2022G (the "2022 Bonds") and any outstanding State securities hereafter issued in accordance with the Act which have a lien on the money in the Revolving Fund that is on a parity with the lien of the Bonds (collectively, the "Matching Bonds"), subject to any superior liens of any superior securities hereafter issued.

**Section 45. Equality of Bonds.** Except as provided in Section 10, the Bonds, the Matching Bonds and any parity securities hereafter authorized to be issued and from time to time outstanding are equally and ratably secured by a lien on the moneys available in the Revolving Fund and shall not be entitled to any priority one over the other in the application of the moneys available in the Revolving Fund, regardless of the time or times of the issuance of the Bonds, the Matching Bonds and any other such securities, it being the intention of the State that there shall be no priority among the Bonds, the Matching Bonds and any securities hereafter issued on a parity with the Bonds, regardless of the fact that they may be actually issued and delivered at different times.

**Section 46. Sale of Municipal Securities.** The Treasurer shall not sell any securities issued by any local government evidencing its loan from the Revolving Fund made, in whole or in part with the proceeds of the Bonds, unless and until the Bond Requirements of all the Bonds shall have been paid.

**Section 47. Defeasance.** When all Bond Requirements of any Bond have been duly paid, the pledge and lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be outstanding within the meaning of this Order. There shall be deemed to be such due payment when there has been placed in irrevocable escrow an amount sufficient (including the known minimum yield available for such purpose from Federal Securities, as defined in NRS 349.174, in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond or upon any prior redemption date as of which the State shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bond for payment then. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the State and the trust bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this Section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owners of the Bonds at the addresses last shown on the registration records for the Bonds maintained by the Registrar.

**Section 48. Tax Covenant.** The State covenants for the benefit of the holders of the Bonds (the "Bondholders") that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the State, or any facilities financed with the proceeds of the Bonds if such action or omission would (i) cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code") or (ii) cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Tax Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds until the date on which all obligations of the State in fulfilling the above covenants have been met. The State makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code).

**Section 49. Purchaser Not Responsible.** The validity of the Bonds shall not be dependent on or be affected by the validity or regularity or any proceedings relating to the Project. The Purchaser, and any owner of the Bonds, shall in no manner be responsible for the application or disposal by the State or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys described in this Order.

**Section 50. Replacement of Registrar or Paying Agent.** If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the State upon direction of the Treasurer shall determine that it is in the best interests of the State to replace said Registrar or Paying Agent, the State may, upon notice mailed electronically or otherwise to each owner of any Bond at the address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the State shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Any corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Order, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Order to the contrary notwithstanding.

**Section 51. Amendments.** This Order may be amended or supplemented by instruments adopted by the State Treasurer, without receipt by the State of any additional consideration, but with the written consent of the insurer of the Bonds, if any, or a majority of the Bondholders at the time of the adoption of the amendatory or supplemental instrument, excluding holders of Bonds which may then be held or owned for the account of the State. No such instrument shall permit:

- A. a change in the maturity or in the terms of redemption of the principal or any installment thereof of any Outstanding Bond or any installment of interest thereon;
- B. a reduction in the principal amount of any Bond or the rate of interest thereon;

C. the establishment of priorities as between the Bond issued and Outstanding under the provisions of this Order; or

D. the modification of, or other action which materially and prejudicially affects the rights or privileges of the Bondholder.

Whenever the State Treasurer proposes to amend or modify this Order under the provisions hereof, the State Treasurer shall cause the Registrar to send electronic notice of the proposed amendment to the Bondholders and the insurer of the Bonds, if any. The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the State Treasurer for public inspection.

Whenever the insurer of the Bonds, if any, has consented in writing to the proposed amendment, or at any time within one year from the date of such notice there shall be filed in the office of the State Treasurer an instrument or instruments executed by a majority of the Bondholders which instrument or instruments shall refer to the proposed amendatory instrument described in the notice and shall specifically consent to and approve the adoption of the instrument; thereupon, but not otherwise, the State Treasurer may adopt the amendatory instrument and the instrument shall become effective. Any consent given by the insurer of the Bonds, if any, or the Bondholders pursuant to the provisions hereof shall be irrevocable.

Any Bond authenticated and delivered after the effective date of any action taken as provided in this Section may bear a notation by endorsement or otherwise in form approved by the State Treasurer as to the action; and if any Bond so authenticated and delivered shall bear such notation, then upon demand of the Bondholders at such effective date and upon presentation of a Bond, suitable notation shall be made on the Bond as to any such action. If the State Treasurer so determines, a new Bond so modified as in the opinion of the State Treasurer to conform to such action shall be prepared, registered and delivered; and upon demand of the owner of any Bond then Outstanding, shall be exchanged without cost to the owner of the Bond then Outstanding upon surrender of such Bond.

**Section 52. Continuing Disclosure Undertaking.** The State covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Disclosure Dissemination Agreement in substantially the form now on file with the Secretary of the State Board of

Finance, hereby authorized to be executed by the State Treasurer or designee and delivered in connection with the delivery of the Bonds.

**Section 53. Events of Default.** Each of the following events is hereby declared an "event of default":

**A. Nonpayment of Principal and Premium.** Payment of the principal of any of the Bonds, or any prior redemption premium due in connection therewith, or both, is not made when the same becomes due and payable, at maturity or otherwise;

**B. Nonpayment of Interest.** Payment of any installment of interest on the Bonds is not made when the same becomes due and payable;

**C. Incapable to Perform.** The State for any reason is rendered incapable of fulfilling its obligations hereunder;

**D. Appointment of Receiver.** An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the State appointing a receiver or receivers for moneys in the Revolving Fund securing the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the State is not vacated or discharged or stayed on appeal within 60 days after entry; and

**E. Default of Any Provision.** The State makes any default in the due and punctual performance of any other of the representations, covenants (other than the covenant set forth in Section 52), conditions, agreements and other provisions contained in the Bonds or in this Order on its part to be performed, and if the default continues for 60 days after written notice specifying the default and requiring the same to be remedied is given to the State by the owners of 10% in principal of the Bonds then Outstanding.

**Section 54. Remedies for Default.** Upon the happening and continuance of any of the events of default, as provided in Section 53 hereof, then and in every case the owner or owners or not less than 10% in principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the State and its agents, officers and employees to protect and to enforce the rights of any owner of Bonds under this Order by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a

receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as the owner or owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any owner of any Bond, or to require the State to act as it if were the trustee of an express trust, or any combination of such remedies. All proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of the Bonds and any parity securities then Outstanding.

**Section 55. Delegated Powers.** The officers of the State are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Order, including, without limitation:

A. The printing of the Bonds, including, without limitation, a statement of insurance, if applicable;

B. The execution of such certificates and agreements electronically or otherwise, as may be reasonably required by the Purchaser relating, among other things, to continuing disclosure, the execution of the Bonds, the tenure and identity of the officials of the Board and of the State, the delivery of the Bonds, the assessed valuation of the taxable property in and the indebtedness of the State, the receipt of the Bond purchase price, the exemption of interest on the Bonds from federal income taxation, and, if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The execution and completion of the appropriate agreements with the Registrar and Paying Agent as to their services hereunder; and

D. The sale and issuance of the Bonds pursuant to the provisions of this Order.

**Section 56. Ratification.** All action heretofore taken (not inconsistent with the provisions of this Order) by the officers of the State, and otherwise taken by the State in connection with:

A. The Project, and

B. The sale and issuance of the Bonds, is ratified, approved and confirmed, including without limitation the preparation and distribution of a Preliminary Official Statement and Final Official Statement relating to the Bonds.

**Section 57. Additional Securities.** The State reserves the privilege of issuing additional general obligation securities authorized by law at any time or from time to time for any lawful purpose.

**Section 58. Order Irrepealable.** After any of the Bonds are issued, this Order shall constitute an irrevocable contract between the State and the owner or owners of the Bonds; and this Order, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged.

**Section 59. Repealer.** All bylaws, orders, resolutions, other instruments, or parts thereof, inconsistent with this Order are repealed to the extent of such inconsistency.

**Section 60. Severability.** If any section, subsection, paragraph, clause, or other provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Order.

**Section 61. Effective Date.** This Order shall be in full force and effect upon execution.

**ORDERED** on October 25, 2023.

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Zachary B. Conine, State Treasurer

Appendix I  
2023D Maturity Schedule

**Attachment D-1**

**2023D Supporting Documents**



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources

Joe Lombardo, *Governor*  
James A. Settelmeyer, *Director*  
Jennifer L. Carr, *Administrator*

August 15, 2023

Zach Conine  
Nevada State Treasurer  
101 North Carson Street Suite 4  
Carson City, Nevada 89701

Re: Proposed Bond for the Drinking Water State Revolving Fund Program

Dear Treasurer Conine:

The Nevada Department of Conservation and Natural Resources, through its Division of Environmental Protection (NDEP), manages Nevada's Drinking Water State Revolving Fund (DWSRF) in accordance with NRS 445A.200 through 445A.295. Similar to all other states, Nevada deposits a combination of annual federal capitalization grants and periodic matching funds to the DWSRF to provide financial assistance to drinking water systems and to support other drinking water programs.

In accordance with NRS 445A.290, NDEP's Administrator may request that the State Treasurer issue bonds to match federal DWSRF capitalization. In conjunction with other bond issues, the State Treasurer issues DWSRF match bonds as general obligations of the State of Nevada with the DWSRF series repaid by DWSRF loan interest payments and earnings.

NDEP is requesting \$6,000,000 in bond proceeds to cover our federal grant match requirements. The final amount and structure of the bond and cost of issuance will be determined closer to the sale date.

Attached is a financial model, which demonstrates the DWSRF's ability to pay the debt service on the proposed bonds, as well as the existing bonds of the Program. Additionally, a list of current borrowers and their credit ratings, along with pending loan applicants, are included. If you have any questions please contact: Jason B. Cooper, CGFM, Administrative Services Officer 3, Office of Financial Assistance at 901 S. Stewart Street, Suite 4001, Carson City, NV 89701. His phone number is 775.687.9531. His email is: [j.cooper@ndep.nv.gov](mailto:j.cooper@ndep.nv.gov).

We appreciate your assistance on behalf of Nevada's DWSRF and the communities, water systems, and users/rate payers which benefit from the financing provided by Nevada's DWSRF.

Respectfully,

DocuSigned by:

45C5F69E7AE84E4...

Jennifer Carr, Administrator

Nevada Division of Environmental Protection

Attachments

Table 2

**STATE OF NEVADA SAFE DRINKING WATER REVOLVING FUND**  
**Schedule of Loans**  
**As of September 1, 2023**

Local Entity	Year Loan Made	Maturity Date	Loan Outstanding Balance	Security	Total By Entity*	Portion of Total Program Borrowing Outstanding*
Big Bend Water District	2003	1/1/2025	\$ 395,434.33	GO/Revenue		
Big Bend Water District	2004	7/1/2024	\$ 239,580.99	GO/Revenue	\$ 635,015.32	0.40%
Carson City, City of	2009	7/1/2029	\$ 1,102,702.69	GO/Revenue		
Carson City, City of	2010	7/1/2030	\$ 10,161,238.94	GO/Revenue		
Carson City, City of	2018	1/1/2040	\$ 9,850,000.00	GO/Revenue		
Carson City, City of	2014	1/1/2034	\$ 3,937,521.96	GO/Revenue	\$ 25,051,463.59	15.69%
Carver's Smokey Valley RV	2009	7/1/2029	\$ 26,666.65	Private Company	\$ 26,666.65	0.02%
Douglas County	2005	7/1/2025	\$ 98,113.07	GO/Revenue		
Douglas County	2009	1/1/2029	\$ 921,171.56	GO/Revenue		
Douglas County	2010	1/1/2030	\$ 464,331.19	GO/Revenue		
Douglas County	2011	1/1/2031	\$ 486,966.77	GO/Revenue		
Douglas County	2012	7/1/2032	\$ 602,872.39	GO/Revenue		
Douglas County	2014	7/1/2034	\$ 609,018.37	GO/Revenue		
Douglas County	2021	1/1/2041	\$ 16,047,220.03	GO/Revenue	\$ 19,229,693.38	12.05%
Dutchman Acres	2010	1/1/2030	\$ 20,299.17	Private Company	\$ 20,299.17	0.01%
Fallon, City of	2002	7/1/2025	\$ 228,681.00	GO/Revenue		
Fallon, City of	2007	1/1/2027	\$ 400,940.00	Go/Revenue	\$ 629,621.00	0.39%
Gardnerville Ranchos GID	2003	1/1/2025	\$ 128,702.19	Revenue	\$ 128,702.19	0.08%
Humboldt County	2023	1/1/2041	\$ 550,000.00	Revenue	\$ 550,000.00	0.34%
IGWT Investments -Frontier	2011	7/1/2031	\$ 196,913.08	Private Company	\$ 196,913.08	0.12%
Incline Village GID	2004	7/1/2025	\$ 218,802.00	GO/Revenue		
Incline Village GID	2012	1/1/2032	\$ 1,479,503.08	GO/Revenue	\$ 1,698,305.08	1.06%
Indian Hills GID	2003	1/1/2026	\$ 281,333.70	Revenue		
Indian Hills GID	2010	7/1/2030	\$ 513,905.65	GO/Revenue	\$ 795,239.35	0.50%
Kingsbury GID	2007	7/1/2027	\$ 885,695.03	GO/Revenue		
Kingsbury GID	2010	1/1/2030	\$ 1,302,627.93	GO/Revenue		
Kingsbury GID	2012	1/1/2032	\$ 6,080,482.87	GO/Revenue		
Kingsbury GID	2015	1/1/2035	\$ 3,922,006.59	GO/Revenue	\$ 12,190,812.42	7.64%
Lamoille Water Users, Inc.	2008	1/1/2029	\$ 283,701.28	Private Company	\$ 283,701.28	0.18%
Las Vegas Valley Water District	2015	1/1/2035	\$ 13,854,562.41	Revenue		
Las Vegas Valley Water District	2016	1/1/2037	\$ 11,910,656.41	Revenue		
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Moapa Valley Water District	2008	1/1/2028	\$ 457,367.87	GO/Revenue	\$ 2,502,787.71	1.57%
North Las Vegas, City of	2017	1/1/2038	\$ 7,596,586.93	GO/Revenue		
North Las Vegas, City of	2018	7/1/2038	\$ 21,600,295.34	GO/Revenue	\$ 29,196,882.27	18.29%
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Round Hill GID	2011	7/1/2031	\$ 407,646.09	GO/Revenue	\$ 534,855.80	0.34%
Sierra Estates GID	2008	7/1/2028	\$ 73,478.79	GO/Revenue	\$ 73,478.79	0.05%
Southern Nevada Water Authority	2009	7/1/2029	\$ 759,242.40	Revenue	\$ 759,242.40	0.48%
Steamboat Springs Water Works	2013	7/1/2036	\$ 22,866.72	Private Company	\$ 22,866.72	0.01%
Sun Valley GID	2014	1/1/2026	\$ 1,530,956.49	GO/Revenue		
Sun Valley GID	2014	7/1/2028	\$ 1,034,826.36	GO/Revenue	\$ 2,565,782.85	1.61%
Topaz Lake Water Co.	2009	7/1/2029	\$ 265,996.32	Private Company	\$ 265,996.32	0.17%
Topaz Ranch Estates	2016	1/1/2036	\$ 271,528.75	Revenue	\$ 271,528.75	0.17%
Truckee Meadows Water Authority	2005	7/1/2025	\$ 489,250.20	Revenue		
Truckee Meadows Water Authority	2009	7/1/2029	\$ 742,012.28	Revenue		
Truckee Meadows Water Authority	2010	1/1/2030	\$ 1,963,256.04	Revenue		
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Virgin Valley Water District	2015	1/1/2033	\$ 7,847,450.00	GO/Revenue	\$ 7,847,450.00	4.92%
West Wendover	2019	7/1/2038	\$ 1,782,111.25	GO/Revenue	\$ 1,782,111.25	1.12%
<b>Total*</b>			<b>\$ 159,627,904.19</b>		<b>\$ 159,627,904.19</b>	<b>100.00%</b>
			108,013,226.09	GO/Revenue		
			50,798,234.88	Revenue		
			816,443.22	Private Company		

\*Totals may not add exactly due to rounding

Table 1

**STATE OF NEVADA DRINKING WATER REVOLVING FUND**  
**Projected Revenues Available for Debt Service**  
**As of September 1, 2023**

<b>Fiscal Year</b>	<b>Beginning Retained Earnings (1)</b>	<b>Earnings and Loan Interest Payments (2)</b>	<b>Match Debt Service (3)</b>	<b>Coverage</b>
	<b>A</b>	<b>B</b>	<b>C</b>	<b>(D) = (A+B)/C</b>
2024	13,267,126.84	2,778,293.45	458,920.83	34.96
2025	15,586,499.45	5,788,734.38	4,867,487.50	4.39
2026	16,507,746.33	5,971,609.15	4,135,800.00	5.44
2027	18,343,555.48	5,893,501.55	3,919,450.00	6.18
2028	20,317,607.04	5,822,667.64	3,519,725.00	7.43
2029	22,620,549.67	5,837,202.96	3,250,400.00	8.76
2030	25,207,352.64	5,860,599.24	2,844,625.00	10.92
2031	28,223,326.87	5,894,779.16	1,755,925.00	19.43
2032	32,362,181.04	5,948,986.10	1,575,125.00	24.32
2033	36,736,042.14	6,012,493.60	1,359,075.00	31.45
2034	41,389,460.73	6,092,721.75	558,300.00	85.05
2035	46,923,882.48	6,184,269.60	444,000.00	119.61
2036	52,664,152.08	6,288,610.34	338,625.00	174.09
2037	58,614,137.42	6,401,676.32	329,175.00	197.51
2038	64,686,638.74	6,517,254.98	319,725.00	222.70
		<u>87,293,400.22</u>	<u>29,676,358.33</u>	

(1) Consists of accumulated estimated interest payments on loans and accumulated and estimated interest earnings on the fund in excess of the amount required to pay debt service on State Match Bonds. To the extent available, carryforward cash is pledged to pay debt service on State Match Bonds.

(2) Consists of estimated interest payments on loans and estimated interest earnings on the fund which are pledged to pay debt service on State Match Bonds.

(3) Does include debt service on the pending Bond issuance.

Borrower Name	State of Nevada
First Payment Date	February 1, 2024
Principal Amount	\$6,000,000.00
Interest Rate <sup>A</sup>	5.00%
Estimated Closing Date	November 15, 2023
	Issuance Cost 1.5% of Par

Payment	Due Date	Principal	Interest	Total Payment	Remaining Balance
1	2/1/2024		\$63,333.33	\$63,333.33	\$6,000,000.00
2	8/1/2024	\$1,000,000.00	150,000.00	\$1,150,000.00	\$5,000,000.00
3	2/1/2025		125,000.00	\$125,000.00	\$5,000,000.00
4	8/2/2025	\$1,500,000.00	125,000.00	\$1,625,000.00	\$3,500,000.00
5	2/1/2026		87,500.00	\$87,500.00	\$3,500,000.00
6	8/1/2026	\$650,000.00	87,500.00	\$737,500.00	\$2,850,000.00
7	2/1/2027		71,250.00	\$71,250.00	\$2,850,000.00
8	8/1/2027	\$1,000,000.00	71,250.00	\$1,071,250.00	\$1,850,000.00
9	2/1/2028		46,250.00	\$46,250.00	\$1,850,000.00
10	8/1/2028	\$1,000,000.00	46,250.00	\$1,046,250.00	\$850,000.00
11	2/1/2029		21,250.00	\$21,250.00	\$850,000.00
12	8/1/2029	\$850,000.00	21,250.00	\$871,250.00	\$0.00
		\$6,000,000.00	\$915,833.33	\$6,915,833.33	\$0.00

**DRAFT**

**First Interest Payment Calculation**

Date	Amount	Day count	Interest Amount
11/15/2023	\$6,000,000.00	76	\$63,333.33
			\$63,333.33

Final terms to be determined at closing.

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\*Totals may not add exactly due to rounding



## Division of Parole and Probation

### Office of the Chief

1445 Old Hot Springs Road, Suite 104  
Carson City, NV 89706  
Telephone (775) 684-2605 • Fax (775) 684-8157

DATE: July 28, 2023  
TO: Lori Hoover  
FROM: Nevada Parole and Probation  
SUBJECT: Credit Card Payment Portal – OTIS replacement

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To Whom it May Concern,

This correspondence is to request NPP (Nevada Parole and Probation) approval and authority to utilize an alternate credit card portal provider in it's OTIS (Offender Tracking Information System) replacement/modernization system. Reasons for this request include primarily contractual budget constraints, but also supplemental Agency and Client benefits (described below.)

Regarding the contractual budget constraints delineated in VIP Executed WorkPlan 99SWC-NV22-9935;

1. The software vendor is contracted and budgeted to build a credit card portal interface, however, the "front end" (the secure public facing browser interface which accepts credit card information for transactions) is not in the development scope, and
2. Wells Fargo does not provide the "front end" resulting in unauthorized, out of scope costs to NPP.

With respect to additional Agency and Client benefits;

1. The alternate portal provider (NCR Corp.) provides a tailored "front end" at no cost to NPP, permitting NPP to "go live" on schedule and budget with credit card portal functionality, and
2. Integrates fully with cFive Supervisor (OTIS replacement) and it's comprehensive accounting system (ref NCR Payment Solutions cFIVE revised 6.22.2023) providing an all-in-one solution, and
3. Has the functional capacity to accept all forms of electronic payment, and
4. Caps transaction fees for Credit Cards at 3%, e-check is no cost.

Should NPP not receive authorization for an alternate portal, our replacement system will still go live on schedule, however, some functionality beneficial to supervised clients (payment method and convenience) must be delayed.

CETS #:	NA
Solicitation #:	3466

**SERVICE AGREEMENT FOR CLOUD SOLUTIONS  
NEVADA STATEWIDE CONTRACTOR**

Contractor:	Visionary Integration Professionals
Master Service Agreement # (MSA):	AR3116

**AUTHORIZED FULFILLMENT PARTNER**

Vendor Name:	Visionary Integration Professionals
Address:	80 Point Circle, Suite 100
City, State, Zip Code:	Folsom, CA 95630
Contact:	Stephen Carpenter
Phone:	(916) 985-9625
Fax:	
Email:	scarpenter@trustvip.com

**Between the State of Nevada  
Acting by and Through its**

Agency Name:	Department of Public Safety/Nevada Parole and Probation Division
Address:	1445 Old Hot Springs Road #104
City, State, Zip Code:	Carson City, NV 89706
Contact:	Chief Tom Lawson or Tom Blanchard
Phone:	(775) 684-2300
Fax:	-
Email:	tlawson@dps.state.nv.us, tblanchard@dps.state.nv.us

This Service Agreement (Agreement) is between the Nevada Statewide Contractor (Contractor), on behalf of the Authorized Fulfillment Partner (Vendor), and the State of Nevada Agency (Agency). This Agreement constitutes the complete agreement between the Authorized Fulfillment Partner and Agency. Agency agrees to the following services for the term and fees set forth below.

**1. TECHNOLOGY INVESTMENT NOTIFICATION (TIN)**

In accordance with NRS 242.171, information systems projects with a cost of \$50,000 or more require review and approval from the Administrator of Enterprise Information Technology Services (EITS) or their designee prior to the commencement of work.

**2. SERVICE AGREEMENT TERM**

This Agreement shall be effective as noted below, unless sooner terminated by either party as specified in *Participating Addendum, Section 5.11, Contract Termination*. Agreements requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

<b>CETS #:</b>	<b>NA</b>
<b>Solicitation #:</b>	<b>3466</b>

<b>Effective from:</b>	Upon BOE Approval	<b>To:</b>	<b>Enter Date</b> 06/30/2024
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### 3. INCORPORATED DOCUMENTS

The parties agree that this Agreement, inclusive of the following incorporated documents, specifically describes the Scope of Work (SOW). This Agreement incorporates the following in descending order of constructive precedence:

#### 3.1 INCORPORATED BY REFERENCE

The State of Nevada Participating Addendum to Master Agreement Number AR3116 and all included attachments, as agreed to by the State of Nevada and the Contractor listed on page one, are incorporated by reference.

#### 3.2 INCORPORATED BY ATTACHMENT

ATTACHMENT AA:	TIN APPROVAL OR WAIVER
ATTACHMENT AA-1:	REQUIREMENTS MATRIX
ATTACHMENT AA-2:	PROJECT SCHEDULE (Most current revision of the accepted MS Project plan)
ATTACHMENT BB:	INSURANCE SCHEDULE (Moderate Schedule as defined by NASPO MSA)
ATTACHMENT CC:	FULLFILLMENT PARTNER'S SUBSCRIPTION AGREEMENT
ATTACHMENT DD:	FULLFILLMENT PARTNER'S COST PROPOSAL

An Attachment must be limited to the Scope of Work to be performed by Contractor and/or the Authorized Fulfillment Partner. Any provision, term or condition of an Attachment that contradicts the terms of this Agreement, the Master Agreement, the Participating Addendum or that would change the obligations of the State under this Agreement, shall be void and unenforceable.

### 4. INSURANCE SCHEDULE

4.1 The Master Agreement Insurance Clause (*Section 16*) and Participating Addendum Insurance Clause (*Section 5.17*) apply.

4.2 The Level of Risk for possible data breach for this contract shall be as noted below:

Place a check mark next to the appropriate Level of Risk	
Low Risk Data	
Moderate Risk Date	<b>X</b>
High Risk Date	

4.3 Contractor shall provide Cloud Minimum Insurance coverage as required in the Master Agreement Insurance Clause (*Section 16.b.(2)*) in accordance with the level of risk listed above (refer to Attachment BB.)

### 5. CONSIDERATION

The parties agree that Contractor will provide the services specified in this Agreement and *Section 3, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced by the Contractor and approved by the State
--	---

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<b>Total Contract Not to Exceed:</b>	\$ 3.2M
--------------------------------------	---------

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Agreement and/or Incorporated documents. 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.

## 6. PROJECT SCOPE

The State of Nevada Department of Public Safety (DPS)/Nevada Parole and Probation (NPP) is replacing the entire Offender Information Tracking System (OTIS.) The replacement system must conform to all of the form, fit and functional requirements as described below and is expected to perform as an Enterprise Resource Planning (ERP) system, i.e., an integrated functional/operational business process management software system, for community corrections.

### 6.1 PROJECT DESCRIPTION

Vendor shall provide services, resources, and tools to support a successful implementation of a hosted application to replace the existing antiquated OTIS. The replacement software system shall include; accounting, dangerous offender notifications (DONS,) pardons, personnel, pre-release, pre-sentence investigations (PSI,) reports/metrics, supervision (parole & probation,) and warrants, business process software tools as delineated in the requirements & compliance matrix (Attachment AA-1.)

6.1.1 The provided solution shall be substantially a Commercial Off-the-Shelf (COTS) system, i.e., without any required code modifications, the COTS system will meet 75%, or better, of the required functional requirements identified in the requirements & compliance matrix (Attachment AA-1.)

6.1.2 The solution shall;

6.1.2.1 be cloud based and must utilize a FedRamp certified private government cloud environment approved by NPP, and

6.1.2.2 have all solution components, data, database, disaster recovery site, and business continuity sites physically located in the United States, and

6.1.2.3 not have disaster recovery and the solution site be collocated, and

6.1.2.4 be compliant with the most current version of the FBI CJIS Security Policy, and

6.1.2.5 provide that all the data, including redundant/replicated copies, be solely owned by the NV DPS and the State of Nevada.

6.1.3 The vendor shall;

6.1.3.1 perform all work to satisfy the requirements of this Work Plan in the United States, and

6.1.3.2 assume responsibility for the overall solution and all component solutions, and

6.1.3.3 manage all aspects of the service.

6.1.4 The non-recurring costs must;

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- 6.1.4.1 include a cost model that covers the proposed services over a period not to exceed two years, and
- 6.1.4.2 include all system costs, integration work, project management, travel, any maintenance costs during the entire period, and any financing costs payments over the two-year period.

## 6.2 SCOPE OF WORK

The scope of work consists of functional requirements (Attachment AA-1) and deliverables (ref. Table 1.) The vendor shall identify all requirements not part of the baseline system, and the associated development, in addition to all deliverables as part of the preliminary project plan (DEL-01, referred to in §8 below.)

6.2.1 The Scope of the project shall include the following:

6.2.1.1 All functional requirements listed in the requirements matrix (Attachment AA-1) shall be met by the final solution implementation.

A. A requirement is met when bought off by the NPP Operational Captain, NPP ASO III, and the NPP Project Manager.

6.2.1.2 All deliverables identified in §8 below as bought off by the NPP Project Manager.

## 7. KEY OBJECTIVES

7.1 Key objectives of the Agency in implementing a hosted web based system include:

7.1.1 Replace the antiquated limited software tool (OTIS) with an Enterprise Resource Planning (ERP) system for community corrections, to include;

7.1.1.1 a complete accounting system module, and necessary bi-directional interface data, which represents all fiscal business processes,

7.1.1.2 a complete supervision system module, and necessary bi-directional interface data, which represents all probation and parole workflows, business processes,

7.1.1.3 complete support system modules, and necessary bi-directional interface data, which represents all DONS, pardons, personnel, pre-release, PSI, quality, and warrants workflows and business processes.

7.1.2 Utilize expanded functionality to institute quality management systems and expand evidence based practice processes to all operational areas.

7.1.3 Replace existing software with a modular, configurable system, allowing NPP to maintain contemporary technological capability.

## 8. PROJECT DELIVERABLES

Required project deliverables are listed in Table 1 below. Deliverables must be provided, and approved by the NPP Project Manager, no later than the dates specified on the IMS/PMP.

When the vendor determines that a deliverable cannot be provided within the scheduled time frame, the vendor is required to contact the NPP Project Manager in writing with the reason for the delay, a proposed schedule revision, and corrective action. The request for a revised schedule must include the anticipated impact on related tasks and the overall project.

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Deliverable documents must be in formats (hard and soft copy) as specified by NPP, the formats must be in industry accepted standards (e.g., MS Word, MS Powerpoint, MS Project) using the software versions required by NPP.

<b>PROJECT DELIVERABLES</b>	
<b>Table 1</b>	
<b>(Note: all must be bought off by the NPP Project Manager to be considered complete)</b>	
<b>DEL-01</b>	Project Management Plan - This is the control document for managing the project, and includes the master schedule (DEL-03), resource loads, critical path, major milestones, all activities and cycle times. Upon delivery of the approved baseline plan, the Terms of Service Agreement (Attachment DD) must be amended to include the update.
<b>DEL-02</b>	Solution Requirements Specifications (SRS) - This deliverable provides a detailed overview of the functional and technical requirements. It becomes the basis for the Database Design Document (DEL-04), Interface Design Document (DEL-10), and the Solution Design Document (DEL-06).
<b>DEL-03</b>	Integrated Master Schedule (IMS) - time-based critical path schedule, identifies tasks and subtasks, to include predecessors and successors, with evidence based cycle times necessary to complete the project. Part of DEL-01.
<b>DEL-04</b>	Database Design Document - This deliverable provides a detailed overview of how data is stored in the new system solution.
<b>DEL-05</b>	Solution Migration Plan - Details the transition from the current OTIS applications to the new system solution environment. This includes data migration, system and user migration, and post-migration tasks. Tasks must be part of DEL-01.
<b>DEL-06</b>	Solution Design Document - Provides the functional and technical design of the new RMS. It is based on the functional and technical requirements from the requirements matrix (Attachment AA-1.)
<b>DEL-07</b>	Configuration Management Plan - Describes the organizational approach, activities, and computer tools to establish controlled configuration(s) and change management of the software solution.
<b>DEL-08</b>	Data Conversion Plan - This deliverable documents conversion tasks, responsibilities, processes, and tests of the converted data.
<b>DEL-09</b>	Test and Evaluation Master Plan (TEMP) - Detailed test plan for all levels, i.e., each subsystem, of the fully integrated solution results as it relates to the requirements matrix. Tasks must be part of DEL-01.
<b>DEL-10</b>	Interface Design Document - This deliverable provides interface specifications for the RMS interfaces.
<b>DEL-11</b>	Requirements Verification and Traceability Matrix (RVTM) - The requirements matrix with dispositions for conceptual and functional quality buyoffs.
<b>DEL-12</b>	Service Level Plan (SLP) - Addresses the goals and objectives of the service levels; identifies the parties (stakeholders) to the service levels; specifies the purposes, processes, performance measures, and frequencies of periodic reviews, the scope of service, customer requirements, vendor requirements, service assumptions, penalties for failure to maintain the required service levels, service availability, contacts, escalation procedures, and response to service requests. Must include all the required service level performance and capacity specifications outlined in the Technical Specifications section.
<b>DEL-13</b>	System Data - The converted, applicable system dataset migrated to the new solution environment, and a report documenting the results and outcomes of the legacy data conversion process.
<b>DEL-14</b>	Training Plan - Describes the approach used to train personnel on the new system solution, including the type of training and description of the training courses.
<b>DEL-15</b>	Training Materials - Describes the materials to be used in training, a companion document to DEL-14.
<b>DEL-16</b>	Data Management Plan - Comprehensive procedures for the management of system data and software, with a focus on meeting all established security requirements.
<b>DEL-17</b>	Test Report - Results and analysis of all testing completed.
<b>DEL-18</b>	User Manuals - Addressed all user functions for all user types (e.g., users, system administrators), describing the functions and operations of each solution component.
<b>DEL-19</b>	Continuity of Operations (COOP) Plan - Policies and processes for responding to operational emergencies due to system failures or natural disasters
<b>DEL-20</b>	Solution Performance Report - Logs all transaction and system activity, for the purpose of evaluating contract performance, facilitating trend analysis, and supporting system and other transactional analysis.

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## 9. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

Payment for services and deliverables will be made based on the successful completion and acceptance in accordance with (IAW) the acceptance criteria. Acceptance criteria for specific deliverables are as defined by §8 in this Agreement, and the Requirements Matrix (Attachment AA-1.) associated with this Agreement. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency. Cost breakdown is IAW the Vendor Cost Proposal (Attachment-DD) and Deliverable items.

<b>NON-RECURRING COSTS</b> (rounded to nearest \$100)			
<b>Deliverable<sup>2</sup></b>	<b>Prelim Date</b>	<b>Acceptance Date</b>	<b>Amount</b>
Project Initiation (DEL-01, 03, 09, 11)	4/30/2022	Upon NPP acceptance <sup>1</sup>	\$27.9K
Sprint 0 (Month 1-Baseline Development)	5/30/2022	IAW DEL-01/03 <sup>1</sup>	\$41.6K
Sprint 0 (Month 2 DEL-02, 06, 07)	6/30/2022	IAW DEL-01/03 <sup>1</sup>	\$41.6K
Sprint 1 (DEL-08, 10)	7/30/2022	IAW DEL-01/03 <sup>1</sup>	\$77.8K
Sprint 2	8/30/2022	IAW DEL-01/03 <sup>1</sup>	\$77.8K
Sprint 3	9/30/2022	IAW DEL-01/03 <sup>1</sup>	\$77.8K
Sprint 4	10/30/2022	IAW DEL-01/03 <sup>1</sup>	\$129.9K
Sprint 5	11/30/2022	IAW DEL-01/03 <sup>1</sup>	\$129.9K
Sprint 6	12/30/2022	IAW DEL-01/03 <sup>1</sup>	\$129.9K
Sprint 7	1/30/2023	IAW DEL-01/03 <sup>1</sup>	\$129.9K
Sprint 8	2/28/2023	IAW DEL-01/03 <sup>1</sup>	\$118.9K
Sprint 9	3/30/2023	IAW DEL-01/03 <sup>1</sup>	\$118.9K
Sprint 10 (DEL-04)	4/30/2023	IAW DEL-01/03 <sup>1</sup>	\$118.9K
Sprint 11	5/30/2023	IAW DEL-01/03 <sup>1</sup>	\$118.9K
Sprint 12 (DEL-12)	6/30/2023	IAW DEL-01/03 <sup>1</sup>	\$71.1K
Sprint 13	7/30/2023	IAW DEL-01/03 <sup>1</sup>	\$71.1K
Sprint 14	8/30/2023	IAW DEL-01/03 <sup>1</sup>	\$71.1K
Sprint 15 (DEL-13, 14, 16, 19)	9/30/2023	IAW DEL-01/03 <sup>1</sup>	\$71.1K
Sprint 16 (DEL-17, 20)	10/30/2023	IAW DEL-01/03 <sup>1</sup>	\$60.2K
Sprint 17 (DEL-15, 18)	11/30/2023	IAW DEL-01/03 <sup>1</sup>	\$35.1K
<b>Total One-Time Costs</b>			<b>\$1.72M</b>

<sup>1</sup> When the NPP Project Manager has determined compliance with acceptance criteria

<sup>2</sup> Sprint blocks include development and change control activities as indicated in DEL-01, 03

<b>LICENSING AND SUBSCRIPTION COSTS</b> (rounded to nearest \$100)		
<b>Deliverable</b>	<b>Acceptance Date</b>	<b>Amount</b>
<i>Year 1(FY 22) hosted system software license and subscription</i>		
Quarter 4 (Apr-May-Jun 22)	04/01/2022	\$100.8K
<i>Year 2 (FY 23) hosted system software license and subscription</i>		
Quarter 1 (Jul-Aug-Sept 22)	07/01/2022	\$100.8K
Quarter 2 (Oct-Nov-Dec 22)	10/01/2022	\$100.8K
Quarter 3 (Jan-Feb-Mar 23)	01/01/2023	\$100.8K
Quarter 4 (Apr-May-Jun 23)	04/01/2023	\$111.8K
<i>Year 3 (FY 24) hosted system software license and subscription</i>		
Quarter 1 (Jul-Aug-Sept 23)	07/01/2023	\$111.8K

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<b>LICENSING AND SUBSCRIPTION COSTS</b> (rounded to nearest \$100)		
<b>Deliverable</b>	<b>Acceptance Date</b>	<b>Amount</b>
Quarter 2 (Oct-Nov-Dec 23)	10/01/2023	\$296.4K
Quarter 3 (Jan-Feb-Mar 24)	01/01/2024	\$296.4K
Quarter 4 (Apr-May-Jun 24)	04/01/2024	\$249.6K
<b>Total On-Going Costs</b>		<b>\$1.46M</b>

Refer to Attachment CC for cFive subscription agreement.

## 10. INVOICING PROCESS

The Agency shall pay for the implementation services, deliverables, initial software license and subscription fee, and annual subscription fee as follows:

- 10.1 Vendor shall have the right to issue invoices on a monthly basis in the amounts noted above for deliverables which have received acceptance in the prior month. Subject to the exercise of its rights and remedies, the Agency shall pay such invoices that are issued in accordance with the terms of this Agreement within 45 days of receipt.
- 10.2 Vendor shall have the right to issue invoices on a quarterly basis in arrears for the licensing and subscription fee thereafter for the use of and access to the system noted above. Subject to the exercise of its rights and remedies, the Agency shall pay such invoices that are issued in accordance with the terms of this Agreement within 45 days of receipt.
- 10.3 For continued licensing and subscription beyond Agreement term listed in *Section 2, Service Agreement Term*, the parties shall execute a separate contract.

## 11. PRELIMINARY PROJECT SCHEDULE

- 11.1 The project schedule dates provided in the following table are approximate.
- 11.2 The most current revision of Attachment AA-2 Project Schedule is the definitive work plan and contractual requirement for this project.
  - 11.2.1 The Attachment AA-2 Project Schedule revision is current only when approved and accepted by the NPP Project Manager.
  - 11.2.2 Attachment AA-2 is comprised of DEL-01 and DEL-03 inclusive.
  - 11.2.3 The preliminary Attachment AA-2 submitted is only effective as an initial estimate prior to the Attachment AA-2 baseline release.

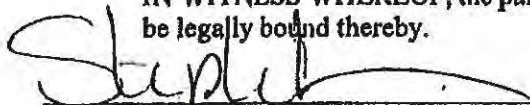
<b>Deliverable/Task</b>	<b>Finish Date</b>
Kick-off Meeting	03/14/2022
Project Schedule	09/21/2023
Training Environment Available	03/18/2022
Test Environment Available	06/12/2023
System Configuration and Data Conversion/Upload Complete	07/10/2023
Go-Live	09/21/2023

CETS #:	NA
Solicitation #:	3466

## 12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be 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 shall 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 shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Agreement, and any amendments, may be executed in counterparts.

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

  
Independent Contractor's Signature

Date

CHIEF ADMINISTRATIVE  
OFFICER

Independent Contractor's Title

  
State of Nevada Authorized Signature

2/4/2022

Date

NPP Chief

Title

  
State of Nevada Authorized Signature

Date

ASO TV

Title

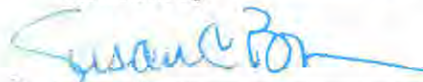
  
Kevin D. Doty

2/4/22

Date

Administrator, Purchasing Division

Title

  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

MAR - 8 2022

Date

Approved as to form by:

  
Deputy Attorney General for Attorney General

On:

3 Feb 22

Date

Steve Sisolak  
Governor



Laura E. Freed  
Director

Matthew Tuma  
Deputy Director

Timothy Galluzi  
Administrator

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Enterprise IT Services Division*  
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**M E M O R A N D U M**

**TO:** Tom Lawson, Chief, DPS  
Tom Blanchard, MA III, DPS  
Andrea Allen, ASO III, DPS

**CC:** Tim Galluzi, Administrator, EITS, DOA  
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA  
Jason Benshoof, IT Chief, Agency IT Services, EITS, DOA  
Eric Pennington, IT Manager, PMO, EITS, DOA

**FROM:** David Axtell, State Chief Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - DPS – 316 – ORP/RMS – 3740

**DATE:** January 20, 2022

We have completed the review for DPS' – ORP/RMS – TIN 316.

The submitted TIN, for an estimated value of \$2,768,00 this biennium and \$1,510,000 in the next biennium (100% General Fund), is for the replacement of the Nevada Parole and Probation's (NPP) Offender Information Tracking System (OTIS) which is over 20 years old and is uses unsupported components. The replacement solution from Visionary Integration Professionals (VIP) is based on their March 2020 response. VIP is the prime contractor, leveraging their COSTS driven Agile solution and cFive as their partner. This is a Cloud-based Commercial Off-the-Shelf (COTS) system with some custom development to meet DPS's requirements. This is a critical system that the criminal justice system including among others, courts, offenders, the Parole Board, the Pardons Board, NDOS, Das, and Public Defenders.

Because of the history and complexity of this project, EITS strongly recommends an independent requirements verification process and an Independent Verification and Validation (IV&V) entity to ensure defined requirements are met.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server,

Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

## Attachment AA-1

### Requirements Presentation & Response:

Requirements for the NPP Offender Management System (System) solution are presented in the table format shown below. The functional and technical requirements are listed in a table later in this solicitation, using the same format. The fiscal / accounting requirements follow in their own table. Each requirement

- Place an X in the appropriate column in the response form, in accordance with the definitions on the Response Def & Explanations sheet.
- In the next column to the right of the Requirement Response, provide a detailed Response Explanation as to how your solution provides or meets each requirement as indicated.
- In the column to the right of the Response Explanation, provide an indication where in your solution or in this proposal Requirement Traceability is met as indicated.

NOTE: Each technical specification in the proposal must be addressed directly, or it will be assumed that the vendor cannot accomplish the specification and/or deliverable. NPP prefers vendor systems that meet all specifications with minimum customization required.

Response Box Marked	Definition	Response Explanation - to be provided by vendor for each Req ID in proposal (Depending on response box marked for each Req ID)
Current Capability or Configurable Item	Requirement will be met by using a feature that is installed and operational in other states and can be demonstrated to NPP. The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered with the baseline solution at installation.	For each requirement ID listed, vendors must provide a detailed explanation of how the specification is met.
Future Release	Requirement will be met by a future release of the product. The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered within 1 year of baseline solution installation.	For each requirement ID listed, vendors must provide a detailed explanation of when and how the specification will be met within 1 year of installation.
Custom Development	Requirement will be met by package software currently under development, in beta test, or not yet released. The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered with the baseline solution at installation.	For each requirement ID listed, vendors must provide a detailed explanation of how the specification will be customized, implemented, and maintained. Vendors may also note whether the associated custom development will be provided as part of the base package without additional cost.
Not Available	Requirement cannot be provided either as part of the baseline solution or as a future enhancement.	For each requirement ID listed, vendors must provide a detailed explanation of why they chose not to provide the specified feature.

### Requirements Format

Req ID	Requirement Detail	Requirement Response				Response Explanation	Requirement Traceability - to Solution or Proposal
		Current Capability or Configurable Item	Future Release	Custom Development	Not Available		
1	Requirement Detail 1	X				Response Explanation 1	Requirement 1 Traces to .....
2	Requirement Detail 2		X			Response Explanation 2	Requirement 2 Traces to .....
3	Requirement Detail 3			X		Response Explanation 3	Requirement 3 Traces to .....
4	Requirement Detail 4				X	Response Explanation 4	N/A
5	Requirement Detail 5	X				Response Explanation 5	Requirement 5 Traces to .....

Req ID	Requirement Detail	Requirement Response				Response Explanation	Requirement Traceability - to Solution or Proposal
		Current Capability or Configurable Item	Future Release	Custom Development	Not Available		

BINP-1	Query: The System SHALL have the ability to search for all types of records already within the system.	X			<p>The Search feature of Supervisor provides a mechanism for finding clients who meet user-specified search criteria. Search is used to determine if an individual is known to the system, from either a previous, closed case or a current, active case. The Search feature includes both Simple Search and Advanced Search modes.</p> <p>Simple Search is one of the modes of the Search Information screen. It lets the user enter frequently used search criteria. The search can be conducted using any combination of first name, middle name, last name, suffix, date of birth, or a specific identifier, such as an offender number. At least one of the criteria is required for the search.</p> <p>Advanced Search is one of the modes of the Search Information screen. The search can be conducted by any combination of data entered into one or more of the seven sections of the screen. At least one of the criteria is required for the search.</p> <p>The Personal Information, Interested Parties, Identification, and Address sections have a Search Type field. The search type can specify an Exact match, a Partial match, or a Soundex match (Personal Information and Interested Parties sections only) on the entered value. The default is Partial. When multiple search criteria are entered, the search selects offenders who match all criteria (i.e., "and" logic: criterion 1 and criterion 2, etc.), as opposed to any criteria (i.e., "or" logic: criterion 1 or criterion 2, etc.).</p> <p>Document Search is one of the modes of the Search Information screen. A full text search can be conducted on searchable documents that have been uploaded to Supervisor. The search capabilities include document type and Boolean searches.</p>	
BINP-2	The System SHALL provide the user with the capability to create a new person/case record and enter complete base record information manually.	X			<p>The Supervisor Intake process consists of two steps:</p> <p>The first step is Person and contains person-based information about the client. To facilitate efficient data entry, Agency staff can enter basic personal information (names, DOBs, address, etc.) into topic groupings on the left-hand side of the screen. The right side will contain a configurable list of links to related person information screens where that topic specific information can be entered or edited. Clicking on a link, e.g. Physical Identifiers to enter scars, marks and tattoos, will take the user to the Physical Identifiers screen in the Client Information section. Because the list of links is configurable, only client information sections that are relevant to an agency's process will display.</p> <p>The second step is Process. Intaking a client requires the completion of a number of steps or stages over an extended time period. The Process tab tracks the completion of these steps while allowing quick access to the related function in Supervisor. The Process step consists of a configurable list of steps/stages. Each Stage is a link to the related Supervisor function. Clicking on the link will automatically record the logged-on user/date/time to show the</p>	
BINP-3	The System SHALL provide the user with the capability to update a person/case record, already in the system and enter complete base record information manually.	X			<p>See BINP2. In addition, Supervisor is a person-based system and all interactions requires the opening of the client record before any data can be added. For example, a user looking for John Doe will use the search feature to find the correct John Doe and then open his record. Once the user has opened John's record they can then view, add, update and delete corresponding information associated to the client if they have security rights to do so.</p>	
BINP-4	The System SHALL support the scanning any/all associated source documents as appropriate and necessary related to the person or case.	X			<p>Supervisor includes a Document Management System that supports the creation and storage of electronic documents. Supervisor provides the capability to record all digital images and documents for a client. Documents can be associated to a client and multiple cases and grouped by type. This helps to organize your documents for more meaningful retrieval and use. The Images/Document Summary screen displays the digital images and documents of the client, and allows for multi-row sort and filtering by document type. Additionally, a user can do a full text search for documents utilizing Boolean Search functionality. The document search functionality supports all uploaded searchable files (e.g., PDF, Word, Excel, etc.), but not image files. Supervisors upload function allows uploading of different types of documents - including images. The document management system also supports scanning and emailing of documents and tracking the emails directly from the system.</p>	
BINP-5	The System SHALL be able to accept inbound electronic base records, as required and designed, and quality check the inbound records to ensure compliance, completeness and accuracy.	X		X	<p>In the case of pre-sentence investigation (PSI) and Probation cases, the electronic client data (such as PII, Court case #, Charges, etc.) that is received from the court's system. Data is validated (for field properties) upon receipt and parsed into the appropriate tables. The system will attempt to match inbound data to existing client record(s), create new client records, and provide user and error report with any clients that cannot be matched.</p> <p>For Parole cases, Electronic data is received from Parole Board and/or NDOC from NDOC system (NOTIS). Same data validation and parsing. The system will attempt to match inbound data to existing client record(s), create new client records, and provide user and error report with any clients that cannot be matched. Custom development of interfaces may be required depending on the final interface specifications. With the use of the configurable dashboard, feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.</p>	
BINP-6	The System SHALL be able to automatically check inbound electronic base records, as required and designed, to see if the subject person/case is already on the system.	X			<p>Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".</p>	
BINP-7	The System SHALL be able to ingest and create new electronic base records, as required and designed, and parse them for compliance with database edits to include checking for duplicate person/case records.	X			<p>Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".</p>	

BINP-8	The System SHALL allow, in the case of electronic base records, for the update to a person/case record, already in the system and ingest complete updated base record information electronic transactions, as required and designed.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
BINP-9	The System SHALL allow for the operator input of information into agency defined text fields as Case Notes (also referred to as Chronos, or chronological entries) as required by the agency. All text fields/Case Notes SHALL be spell-checked and searchable through the use of key-words or wildcards. Relates to requirement ST-2	X	X			There are two types of case notes: auto-generated and manually created. Auto-generated case notes can be created from other modules in Supervisor or via an interface from an external system. Events that can trigger an auto-generated entry include an arrest, drug test failure, CDP violation, court events, etc..  The Case Notes Summary screen displays all case notes pertaining to the client in descending date order (i.e., the most recent entry is at the top). The user can also filter the list by any combination of a specific date, case note category type, or case note subtype by using the Search feature above the grid.  The Case Note Information screen allows the user to enter information for a new case note or view the information for an existing case note. In addition any user who has access rights to create case note entries can create a new case note entry for a client.  For case notes added by someone other than the PO of record, the PO of record is notified. All case note entries include the employee identification number, name, date and time the case note entry was added. In addition, case notes are tracked by court case number. These case numbers are already populated in a drop-down tab for a user to select. Based on the user's case selection, other elements may pre-populate as well, such as case type. All of the drop down values are configurable for each client's needs as well.  Supervisor does not support allowing authorized users to apply redaction tools to selected Chronos/Case Notes records.  The searching of case notes is on our road map and will be added within the next 12 months.	
BINP-10	The System SHALL be able to ingest new electronic DONS records, as required and designed, and parse them for compliance with database edits to include checking for duplicate person/case records.	X		X		Supervisor is a person-based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services". If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
BINP-11	The System SHALL be capable of ensuring that all data fields and names on the user interface are agency-definable and configurable.	X				The renaming of fields is only available by TeamVIP. The Supervisor system was developed for and with supervision agencies, and is used only as a supervision management system by community supervision agencies. We have included in our cost proposal the changing of 25 fields labels on Supervisor screens. If additional labels need to be changed the State will need to provide a change order.	
BPROC-1	The System SHALL automatically apply all new additional or updates to existing person/case record information to the appropriate database and files.	X				Supervisor updates all records upon the execution of the save command.	
BPROC-2	The System SHALL automatically apply all new additional or updates to existing person/case record information to the transaction logs and archives.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not needed with the cost of storage today.	
BPROC-3	The System SHALL automatically populate and update the base case management file with the new or updated record information for the appropriate officers.	X				Supervisor updates all records upon the execution of the save command.	
BOU-1	The System SHALL automatically prepare and return responses, as appropriate, for all base records involving the addition of a new, or any updates of an existing person/case record.	X				When a user opens a record in the system it will always show the most updated information.	
BOU-2	The System SHALL automatically prepare and send notifications, as appropriate, for all base records involving the addition of a new, or any updates of an existing person/case record.	X				The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".  These Notifications include: ALERTS: an example would be a new arrest is entered into the system. UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc. REMINDERS: a notification sent X days before or after an event.	

BOUT-3	The System SHALL automatically prepare documents, as appropriate, for all base records involving the addition of a new, or any updates of an existing person/case record.	X	X		<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our enhanced Workflow capability, and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers that will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"><li>• Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li><li>• Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li><li>• Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li></ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level, and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p>		
BOUT-4	The System SHALL automatically add all base record transactions (additions and updates) to the archive, and transaction and audit logs.	X			X	<p>Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.</p>	
PSINP-1	<p>The System SHALL provide the user with the ability to identify and locate a person record in the system and manually start the entry for the type of investigation needed. Investigation options for a case may include some or all of the following:</p> <ul style="list-style-type: none"><li>• Pre-sentence Investigation</li><li>• Supplemental</li><li>• Corrected</li><li>• Amended</li><li>• Post-Conviction Report</li></ul>	X				<p>The search and advanced search screens of Supervisor offer over 40 fields and criteria based on client details, interested parties, arrest details, and case details. The Advanced Search option allows user to perform searches based on personal information like name, gender, age, DOB; interested parties; identifiers; address; phone; case related details such as case type, client status, and officer details, and, details such as gang, charges, etc.</p> <p>Searches include performing exact, partial or a Soundex search. The system allows user to navigate directly to the specific record by clicking on the hyperlink for that client number from the list of candidates.</p> <p>Additionally, a user can do a full text search for documents utilizing Boolean Search functionality. The document search functionality supports all uploaded searchable files (e.g., PDF, Word, Excel, etc.). Image files cannot be searched.</p> <p>Supervisor requires a user to first search for a client before a new record can be created, if the client is found, then offender demographic data such as DOB, gender, race, and address will be automatically added to the intake screen, but can be added upon creation and after save, if the client is found then</p>	
PSINP-2	The System SHALL be able to quickly check inbound electronic PSI records, as required and designed, to ensure compliance, completeness and accuracy.	X				<p>With the use of the configurable dashboard feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.</p>	
PSINP-3	The System SHALL be able to ingest new electronic PSI records, as required and designed, and parse them for compliance with database edits to include checking for duplicate person/case records.	X				<p>Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".</p>	
PSINP-4	The System SHALL be able to automatically check inbound electronic PSI records, as required and designed, to identify and locate a person record already on the system and start the entry for the type of investigation needed.	X				<p>Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".</p>	

PSINP-5	The System SHALL provide the capability for the user to determine the type of investigation needed and the reports to be produced. Each new investigation will be assigned a unique sequential PSI investigation ID number.	X				Supervisor allows the user to determine the type of investigation needed and the reports/documents they need to produce. Supervisor does not auto number investigations and we believe the way we handle these in Supervisor will eliminate this need, but will not eliminate your ability to track. If number is required, we would be happy to estimate that at a later date.	
PSINP-6	The System SHALL provide the capability to open an offender's CJS record and add/update flags to the record.	X				Client alerts can be set manually and automatically based on changes to the client or the case for example if a bench warrant is issued the warrant flag can be automatically turned on by the system and when the warrant is cleared the alert will be cleared. Additionally, Client Alerts are used to record history of current stay-away orders, safety concerns, mental health issues, medications and other important information, and they will alert a user when the client record is opened.	
PSPROC-1	The System SHALL automatically apply all new additional or updates to existing PSI record information to the appropriate database and files.	X				Supervisor updates all records upon the execution of the save command.	
PSPROC-2	The System SHALL automatically apply all new additional or updates to existing PSI record information to the transaction/audit logs and archives.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	
PSPROC-3	The System SHALL provide the capability for the user to enter information from a defendant questionnaire in addition to outcome of investigation by PSI writer.	X				<p>We are sure you will agree that a Contact is just not entry of data on a single screen, but must provide users the ability to easily follow a process and reduce key strokes. Initially the agency enters compliance rules for each client. This allows the agency to create specific contact types and frequency.</p> <p>The Supervisor Contact starts by entering basic Contact information – who, where, when – and a collection of family and interested parties. Next the user is asked to simply confirm client information like names, address, phone numbers, employments. If needed, those items can be added or updated.</p> <p>Supervisor allows configuration by an administrator to incorporate specific questions that need validated during the contact process. Highly configurable, those questions can be different for the various contact types. Supervisor allows for the collection of comments by the officer. However, by recording the Contact through Supervisor, officers should dramatically reduce key strokes and time spent processing the contact.</p> <p>Moving toward the completion of the Contact, Supervisor provides at-a-glance client activity to facilitate quick identification of future action and help users accurately plan the time needed for the next Contact if needed. Information displayed includes dates and results of last five drug test results so officers can quickly determine if further testing is required; past due and the next 30-day appointment information; and, the officer's task list for the next 30-days.</p>	
PSPROC-4	The System SHALL provide the capability for the user to start the Victim Setup process which then establishes the accounting process for victim(s) in System, as well as the ability to attach victim(s) to a case that does not have restitution ordered.	X				Supervisor tracks all involvements to a case/client as either family (parent/guardian of juvenile), interested parties (witness, co-defendant), companions, or victims. Clients and Non-Clients are entered once and associated many times.	
PSPROC-5	The System SHALL provide the capability for the user to enter restitution amount to be paid to a victim(s) record in System for each defendant.	X				Restitution payments may be structured in a pre-defined order, as determined by the sentencing. Payments shall be paid in the order of payment obligations. Supervisor allows for a consistent, automated order for payments with this order being customizable. Payment obligations most often follow an order in which victim payments are covered first, followed by court costs, other defined fees, etc..	
PSPROC-6	The System SHALL provide the capability for the user to enter the sentence recommendation as well as the actual adjudicated sentence in System.	X				Supervisor allows the user to select predefined sentence recommendations and actual sentence dispositions.	
PSPROC-7	The System SHALL provide the capability for the user to enter co-defendants to the offender person record in System to link case information, which must provide the links to victims and restitution from offenders in the accounting module.	X				Supervisor tracks all involvements to a case/client as either family (parent/guardian of juvenile), or interested parties (witness, co-defendant), or companions or victims. Clients and Non-Clients are entered once and associated many times.	

PSPROC-8	The System SHALL provide the ability, based on user authorizations, to change the order or priority of investigations in the work queue.	X	X		<p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>• Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>• Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>• Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>- A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include: <ul style="list-style-type: none"> <li>o The use of drag and drop</li> <li>o The ability to add, move and delete workflow steps and functions</li> </ul> </li> </ul>	
PSPROC-9	The System SHALL provide an investigation case management capability which allows, based on user authorizations, supervisors to review investigative case assignments and workloads, including the status of all cases both assigned and un-assigned.	X			<p>With the use of the configurable dashboard feature specific dashboard items can be configured to allow supervisors to review investigative case assignments and workloads, including the status of all cases both assigned and un-assigned.</p>	
PSOUT-1	The System SHALL automatically prepare and return responses, as appropriate, for all PSI records involving the addition of a new, or update or an existing person/case record.	X			<p>Supervisor is a person-based system and all interactions requires the opening of the client record before any data can be added. For example, a user looking for John Doe will use the search feature to find the correct John Doe and then open his record. Once the user has opened John's record they can then view, add, update and delete corresponding information associated to the client if they have security rights to do so. Supervisor does not currently check for duplicate associated records.</p>	
PSOUT-2	The System SHALL automatically prepare and send notifications, as appropriate, for all PSI records involving the addition of a new, or update or an existing person/case record.	X			<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.,</p> <p>REMINDERS: a notification sent X days before or after an event.</p>	

PSOUT-3	The System SHALL automatically prepare documents, as appropriate, for all PSI records involving the addition of a new, or update or an existing person/case record.	X	X		<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our enhanced Workflow capability and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p>	
PSOUT-4	The System SHALL automatically add PSI record transactions to the archive and transaction / audit logs. Each transaction will automatically record the user ID, date/time and transaction performed and data involved in the transaction.	X		X	<p>Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.</p>	
PSOUT-5	The System SHALL automatically prepare (when requested) an agency-defined investigation outcome report (PSI report) document, as appropriate, and that is editable until finalized, for each PSI investigation. This report will automatically compile all the agency defined and required components of the investigation process. This report will be produced according to and following an agency defined style sheet in Rich-text format (Word document formatting capable).	X			<p>Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.</p>	
PSOUT-6	The System SHALL be capable of automatically sending documents, as appropriate, via a variety of electronic means including, but not limited to, fax, email, data transfer/exchange or electronic interface.	X			<p>Supervisor includes a Document Management System that supports the creation and storage of electronic documents. Supervisor provides the capability to record all digital images and documents for a client. Documents can be associated to a client and multiple cases and grouped by type. This helps to organize your documents for more meaningful retrieval and use. The Images/Document Summary screen displays the digital images and documents of the client, and allows for multi-row sort and filtering by document type. Additionally, a user can do a full text search for documents utilizing Boolean Search functionality. The document search functionality supports all uploaded searchable files (e.g., PDF, Word, Excel, etc.), but not image files. Supervisors upload function allows uploading of different types of documents - including images. The document management system also supports scanning and emailing of documents and tracking the emails directly from the system.</p>	
SNP-1	The System SHALL provide the user with the capability to create a new person/case record and enter complete supervision record information manually.	X			<p>The Supervisor Intake process consists of two steps.</p> <p>The first step is Person and contains person-based information about the client. To facilitate efficient data entry, Agency staff can enter basic personal information (names, IDs, DOB, address, etc.) into topic groupings on the left-hand side of the screen. The right side will contain a configurable list of links to related person information screens where that topic specific information can be entered or edited. Clicking on a link, e.g. Physical identifiers to enter scars, marks and tattoos, will take the user to the Physical Identifiers screen in the Client Information section. Because the list of links is configurable, only client information sections that are relevant to an agency's process will display.</p> <p>The second step is Process. Intaking a client requires the completion of a number of steps or stages over an extended time period. The Process tab tracks the completion of these steps while allowing quick access to the related function in Supervisor. The Process step consists of a configurable list of steps/stages. Each Stage is a link to the related Supervisor function. Clicking on the link will automatically record the logged-on user/date/time to show the</p>	

SINP-2	The System SHALL provide the user with the capability to update a person/case record, already in the system and enter complete supervision record information manually.	X				See INP1. In addition, Supervisor is a person-based system and all interactions requires the opening of the client record before any data can be added. For example, a user looking for John Doe will use the search feature to find the correct John Doe and then open his record. Once the user has opened John's record they can then view, add, update and delete corresponding information associated to the client if they have security rights to do so.	
SINP-3	The System SHALL be able to quickly check inbound electronic supervision records, as required and designed.	X				With the use of the configurable dashboard feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.	
SINP-4	The System SHALL be able to automatically check inbound electronic supervision records, as required and designed, to see if the subject person/case is already on the system.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries).	
SINP-5	The System SHALL allow, in the case of electronic supervision records, for the update to a person/case record, already in the system and ingest complete supervision record information electronic transactions, as required and designed.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
SINP-6	The System SHALL allow for the logging of the intake visit, including dates/times and demographics, and other related information; and provide the capability for assignment to officer.	X				<p>The Supervisor Contact starts by entering basic Contact information – who, where, when – and a collection of family and interested parties. Next the user is asked to simply confirm offender information like names, address, phone numbers, employments. If needed, these items can be added or updated.</p> <p>Supervisor allows configuration by an administrator to incorporate specific questions that need validated during the contact process. Highly configurable, those questions can be different for the various contact types. Supervisor allows for the collection of comments by the officer. However, by recording the Contact through Supervisor, officers should dramatically reduce key strokes and time spent processing the contact.</p> <p>Moving toward the completion of the Contact, Supervisor provides at-a-glance offender activity to facilitate quick identification of future action and help users accurately plan the time needed for the next Contact, if needed. Information displayed includes dates and results of the last five drug tests (so officers can quickly determine if further testing is required); past due and the next 30-day appointment information; and, the officer's task list for the next 30-days.</p> <p>The Contact process is completed with the scheduling of the offenders next contact.</p>	
SINP-7	The System SHALL provide for the entry of risk assessments with detailed report information. Agency currently utilizes the Ohio Risk Assessment System (ORAS) that is under validation for Nevada's offender population (also called NRAS). Risk assessment tool must conform to ORAS / NRAS input and scoring standards.	X				<p>Supervisor has a built-in Assessment Management Module that provides the agency the ability to configure public domain and proprietary assessment instruments. Supervisor currently has a variety of instruments preconfigured and available for our customers use including ORAS, LSIR, Static-99, and Acute assessments. Additionally, we work with the University of Cincinnati and have a developed an interface you allow for the passing of assessment information so that your users can record the assessment in Supervisor.</p> <p>With the use of our self-configuration capability, assessment instrument questionnaires and scoring criteria can be configured by a non-technical administrative user. This self-configuration capability eliminates the need for custom programming and interfaces, while providing the agency the flexibility to incorporate multiple assessment instruments and types such as risk, needs, pre-trial screening, sex offender, mental health and drug screens, and many more.</p> <p>In addition, users can view a history of assessments, and click to view the details and results of each assessment. Supervisor also offers the ability to schedule future assessments manually, or the system can automatically generate a task for re-assessment as part of the re-assessment workflow. Also, with the completion of an intake and assignment of the case, the system currently has a workflow item to notify the case manager of the pending assessment to be completed.</p>	
SINP-8	The System SHALL provide the ability to track violations, violation reports, and the legal hearings offenders may be entitled to by statute once they are placed into custody (i.e. Preliminary Inquiry Hearings and Inmate Hearings).	X				Supervisor includes a comprehensive and configurable Violations function to track, manage and report on client violations of the terms and conditions of supervision. Supervisor also supports the recording of revocation and reinstatement of supervision. Violations can be classified by Category and Type, and include one or multiple specific stipulations where a term has been violated. Violation reasons can include non-compliance, new arrests, or other incidents. The initiation source (DPO, Court, DA, etc.) and response (e.g. action) can also be tracked. Additionally, violation reports can be generated with the Supervisor forms functionality.	
SINP-9	The System SHALL provide the ability to enter a disposition for each case the offender is being violated for.	X				Supervisor includes the tracking of client sentences and supports. Sentencing is at either the Charge or Case level depending on the business process of the agency. Specialized sentencing components are available to track Community Service, Supervision, Confinement, EM/GPS, Levy, and Programs & Actions. For example, sentence start dates can vary (disposition date versus sentence date versus a court ordered "start" date). Credits - including Credit for Time Served - are recorded for confinement.	
SINP-10	The System SHALL provide for the capability to enter violation reports associated with cases (and detailed information as to the nature of the violations noted) including, but not limited to, the following elements:	X				Supervisor includes a comprehensive and configurable Violations function to track, manage and report on client violations of the terms and conditions of supervision. Supervisor also supports the recording of revocation and reinstatement of supervision. Violations can be classified by Category and Type, and include one or multiple specific stipulations where a term has been violated. Violation reasons can include non-compliance, new arrests, or other incidents. The initiation source (DPO, Court, DA, etc.) and response (e.g. action) can also be tracked. Additionally, violation reports can be generated with the Supervisor forms functionality.	
	• Incident information.	X					
	• Modifications to case.	X					

SINP-11	The System SHALL provide the capability to enter and maintain supervision level/priority levels (up to seven agency defined levels) associated with supervision cases, including detailed information regarding the priority level noted.	X				Supervisor supports the association of configurable Supervision level to a client. The supervision level can be driven by the resulting score of the clients risk assessment and can be over ridden by a user with the appropriate permissions.	
SINP-12	The System SHALL provide the capability to enter and maintain sex offender (SO) tier levels associated with supervision cases, including detailed information regarding the SO tier level noted.	X				Supervisor provides the capability to enter and maintain configurable attributes on a case that can be used to track sex offender (SO) tier levels associated with supervision cases.	
SINP-13	The System SHALL provide the capability to make cases active or inactive; as well as allow for the re-activation of an offender's case/record.	X				Supervisor provides the capability to make cases active or inactive; as well as allow for the re-activation of a clients case.	
SINP-14	The System SHALL provide the capability to open an offender's CJIS record and add/update flags to the record.	X				A user can open and update records in the system if they have associated security privileges. Client alerts can be set manually and automatically based on changes to the client or the case: for example, if a bench warrant is issued, the warrant flag can be automatically turned on by the system and when the warrant is cleared the alert will be cleared. Additionally, Client Alerts are used to record history of current stay-away orders, safety concerns, mental health issues, medications and other important information, and they will alert a user when the client record is opened.	
SINP-15	The System SHALL provide the capability to enter and maintain contacts associated with supervision cases, including (by way of example), but not limited to, the following types of contacts (and the details of each):	X				We are sure you will agree that a Contact is just not entry of data on a single screen, but must provide users the ability to easily follow a process and reduce key strokes.  Initially the agency enters compliance rules for each client. This allows the agency to create specific contact types and frequency.  The Supervisor Contact starts by entering basic Contact information – who, where, when – and a collection of family and interested parties. Next the user is asked to simply confirm client information like names, address, phone numbers, employments. If needed, those items can be added or updated.  Supervisor allows configuration by an administrator to incorporate specific questions that need validated during the contact process. Highly configurable, those questions can be different for the various contact types. Supervisor allows for the collection of comments by the officer. However, by recording the Contact through Supervisor, officers should dramatically reduce key strokes and time spent processing the contact.  Moving toward the completion of the Contact, Supervisor provides at-a-glance client activity to facilitate quick identification of future action and help users	
	• Home / residence contacts	X					
	• Employment contacts	X					
	• Field contacts	X					
SINP-16	The System SHALL provide the capability to enter, maintain and track good time credits (including necessary details regarding the credits) and fees associated with offender/supervision cases, including calculations of good time applied to potential release date using the unique calculation logic defined within Nevada Law for both Parole and Probation cases. Relates to interface with NDOC system.	X				Supervisor includes the tracking of client sentences and supports. Sentencing is at either the Charge or Case level depending on the business process of the agency. Specialized sentencing components are available to track Community Service, Supervision, Confinement, EM/GPS, Levy, and Programs & Actions. For example, sentence start dates can vary (disposition date versus sentence date versus a court ordered "start" date). Credits - including Credit for Time Served - are recorded for confinement.	
SINP-17	The System SHALL provide the capability to create an offender in the system but then proceed to the supervision stage without an instance/records of pre-sentence investigation for that person.	X				Supervisor provides the capability to create a client in the system, but then proceed to the supervision stage without an instance/records of pre-sentence investigation for that client. See SINP-1.	
SINP-18	The System SHALL allow, for the entry and maintenance of all aspects of the warrant record, agency defined data elements that are code table driven and definable by the agency.	X				Supervisor allows for the entry and maintenance of a warrant record where all data elements that are code table driven and definable by the agency.	
SINP-19	The System SHALL allow, for the entry and maintenance of all aspects of the warrant record, agency defined elements that are free-form text fields.	X					
SPROC-1	The System SHALL automatically populate and update the supervision case management file with the new or updated existing record information for the appropriate officers.	X				New or updated record information is available upon entry by Supervisor users. New or updated record information from interface sources is available upon successful completion of the scheduled exchange	
SPROC-2	The System SHALL provide the capability for supervisor review of all cases, and schedule case review intervals.	X				With the use of the configurable dashboard, feature specific dashboard items can be configured to provide the capability to schedule and track next reporting time for all cases.	

SPROC-3	The System SHALL provide the capability to schedule and track next reporting time for all cases.	X				With the use of the configurable dashboard, feature specific dashboard items can be configured to provide the capability to schedule and track next reporting time for all cases.	
SPROC-4	The System SHALL provide the capability to assign/designate, track and modify standard and special conditions (both agency defined) of parole associated with cases.	X				Supervisor includes a configurable Conditions function that allows agencies to record specific conditions and related details imposed by the court or agency.	
SPROC-5	The System SHALL provide the capability to systematically track violations (for example: details, dispositions, etc.) associated with cases.	X				Supervisor includes a comprehensive and configurable Violations function to track, manage and report on client violations of the terms and conditions of supervision. Supervisor also supports the recording of revocation and reinstatement of supervision. Violations can be classified by Category and Type, and include one or multiple specific stipulations where a term has been violated. Violation reasons can include non-compliance, new arrests, or other incidents. The initiation source (DPO, Court, DA, etc.) and response (e.g. action) can also be tracked. Additionally, violation reports can be generated with the Supervisor forms functionality.	
SPROC-6	The System SHALL provide the capability to track required office visits (e.g. monthly reporting) with offenders. During each visit, there is verification of their residence, proof of employment and compliance with any conditions they've been referred to complete.	X				<p>We are sure you will agree that a Contact is just not entry of data on a single screen, but must provide users the ability to easily follow a process and reduce key strokes.</p> <p>Initially the agency enters compliance rules for each client. This allows the agency to create specific contact types and frequency.</p> <p>The Supervisor Contact starts by entering basic Contact information – who, where, when – and a collection of family and interested parties. Next the user is asked to simply confirm client information like names, address, phone numbers, employments. If needed, those items can be added or updated.</p> <p>Supervisor allows configuration by an administrator to incorporate specific questions that need validated during the contact process. Highly configurable, those questions can be different for the various contact types. Supervisor allows for the collection of comments by the officer. However, by recording the Contact through Supervisor, officers should dramatically reduce key strokes and time spent processing the contact.</p> <p>Moving toward the completion of the Contact, Supervisor provides at-a-glance client activity to facilitate quick identification of future action and help users accurately plan the time needed for the next Contact if needed. Information displayed includes dates and results of last five drug test results so officers can quickly determine if further testing is required; past due and the next 30-day appointment information; and, the officer's task list for the next 30-days.</p> <p>The Contact process is completed with the scheduling of the clients next contact.</p>	
SPROC-7	The System SHALL provide the capability to record and collect supervision fees /restitution payments from offenders.	X				Supervisor has a Finance module that includes Obligations, Receipts, Payables, and Check writing functionality. The obligations supports fines, fees and restitution obligations. Receipts provide the capability to record and collect supervision fees/restitution payments from clients.	
SPROC-8	The System SHALL provide the capability to ingest and process case transfers between officers or office locations, either by single cases or bulk cases.	X				Supervisor supports the assignment of a client to any combination of division/unit/officer through a simple to use wizard that allows for single or multiple assignments or transfers. If assigned to a unit, supervising officers can then assign to an officer. Clients can also be transferred within the same work locations or units, or between offices and units. Additionally, clients can be transferred temporarily for coverage when an officer is out on PTO or for some other extended reason.	
SPROC-9	The System SHALL provide the capability for supervisors to close supervision cases.	X				Supervisor provides the capability for supervisors to close supervision cases as the close process is a specific security right that can be given to supervisors and not officers.	
SOUT-1	The System SHALL automatically prepare and return responses / notifications as appropriate, for all supervision records involving the addition of a new, or update or an existing person/case record.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder</p>	
SOUT-2	The System SHALL support adding and maintaining action reminders, notices and alerts, as appropriate and necessary, for all supervision case records.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p>	
SOUT-3	The System SHALL support the ability to set up a reminder/alerts in the database on an offender so that when another employee opens the offender's record the assigned case officer / employee is alerted. For example, if the supervisor determines that a Duty to Warn needs to be conducted on the offender's employer, they can set up an automated system-generated action reminder so that when the record is	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p>	

SOUT-4	The System SHALL automatically prepare documents, as appropriate, for all supervision records involving the addition of a new, or update or an existing person/case record.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	
SOUT-5	The System SHALL automatically add supervision record transactions to the archive and transaction/audit logs. Each transaction will automatically record the user ID, date/time and transaction performed and data involved in the transaction.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	
SOUT-6	The System SHALL automatically prepare provide a variety of required periodic supervision case activity reports including but not limited to case status, officer caseloads, etc.	X				<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
SOUT-7	The System SHALL automatically prepare provide a variety of agency defined documents and reports.	X				<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our enhanced Workflow capability and it is included on our road map. The documents can also be generated manually, viewed and electronically transmitted.</p> <p>cFive Reporting can generate predefined or dynamic reports as needed. These reports can be generated, viewed, printed, saved and transmitted (outside of the tool).</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level.</p>	

SOUT-8	The System SHALL automatically provide and generate discharge documents.	X	X		<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our enhanced Workflow capability and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and, based on data triggers, will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>• Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>• Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>• Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>• A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:</li> </ul>	
SOUT-9	The System SHALL automatically track fee collection notifications as well as synchronize these with accounting.	X			<p>Supervisor provides a financial module for entering payments for fees, ability to generate an itemized statement of all the clients account transactions. This statement will be accessible in the Reports module. Our interface engine, DES, can be configured to synchronize fee transactions with an accounting system. The accounting system needs to provide a mechanism for communication (e.g. Web services, file based).</p>	
SOUT-10	The System SHALL automatically prepare (when requested) an agency-defined supervision or violation report document, as appropriate, and that is editable until finalized, for each supervision case. This report will automatically compile all the agency defined and required components of the supervision process. This report will be produced according to and following an agency defined style sheet in Rich-text format (Word document formatting capable).	X			<p>Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.</p>	
SOUT-11	The System SHALL be capable of collecting and managing reports regarding drug testing and results associated with supervision case records.	X			<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired. cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>• cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>• cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>• Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>• Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	

WINP-1	The System SHALL provide the user with the capability to create a new person/case record and enter complete warrant record information manually.	X				<p>The Supervisor Intake process consists of two steps.</p> <p>The first step is Person and contains person-based information about the client. To facilitate efficient data entry, Agency staff can enter basic personal information (names, IDs, DOB, address, etc.) into topic groupings on the left-hand side of the screen. The right side will contain a configurable list of links to related person information screens where that topic specific information can be entered or edited. Clicking on a link, e.g. Physical identifiers to enter scars, marks and tattoos, will take the user to the Physical identifiers screen in the Client Information section. Because the list of links is configurable, only client information sections that are relevant to an agency's process will display.</p> <p>The second step is Process. Intaking a client requires the completion of a number of steps or stages over an extended time period. The Process tab tracks the completion of these steps while allowing quick access to the related function in Supervisor. The Process step consists of a configurable list of steps/stages. Each Stage is a link to the related Supervisor function. Clicking on the link will automatically record the logged-on user/date/time to show the</p>	
WINP-2	The System SHALL provide the user with the capability to update a person/case record, already in the system and enter complete warrant record information manually.	X				See WINP-1. In addition, Supervisor is a person-based system and all interactions requires the opening of the client record before any data can be added. For example, a user looking for John Doe will use the search feature to find the correct John Doe and then open his record. Once the user has opened John's record they can then view, add, update and delete corresponding information associated to the client if they have security rights to do so.	
WINP-3	The System SHALL be able to ingest new electronic warrant records, as required and designed, and parse them for compliance with database edits to include checking for duplicate person/case records.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
WINP-4	The System SHALL be able to quality check inbound electronic warrant records, as required and designed.	X				With the use of the configurable dashboard feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.	
WINP-5	The System SHALL be able to automatically check inbound electronic warrant records, as required and designed, to see if the subject person/case is already on the system.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
WINP-6	The System SHALL allow, in the case of electronic warrant records, for the update to a person/case record, already in the system and ingest complete warrant record information electronic transactions, as required and designed.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
WINP-7	The System SHALL allow, for the entry and maintenance of all aspects of the warrant record, agency defined data elements that are code table driven and definable by the agency.	X				Agency defined data elements will require enhancement.	
WINP-8	The System SHALL allow, for the entry and maintenance of all aspects of the warrant record, agency defined elements that are free-form text fields.	X				Supervisor provides data entry and storage of warrant data. During system migration of legacy data, TeamVIP Engineers will identify the fields that are required to map to Supervisor database fields. The values available to be selected on data entry screens are configurable and can be different than legacy values.	
WPROC-1	The System SHALL automatically populate and update the warrant case management file with the new or updated existing record information for the appropriate officers.	X				Supervisor provides data entry and viewing of warrant information. Warrants can be manually viewed and updated. Warrant data can also be provided via a court interface accessing our web services contained within our Data Exchange Services (DES). Configuration of a warrant interface will be per a defined interface specification.	

WPROC-2	The System SHALL be capable of accommodating and utilizing business rules in the application such as, for example, when the Verified Date becomes mandatory when the Extradition Cost Verified by JOC is activated.		X		<p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on date triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include: <ul style="list-style-type: none"> <li>The use of drag and drop</li> <li>The ability to add, move and delete workflow steps and functions</li> <li>The configuration of transition steps</li> <li>The configuration of actions such as notifications, logging, and messages</li> </ul> </li> </ul>	
WPROC-3	The System SHALL be capable of allowing a Fiscal user to access a deposit number (CR) field on the Property & Evidence data collection next to the dollar amount of the cash seized that is only editable by Fiscal in order that Fiscal can document the deposit number of the cash seized.	X	X		Supervisor currently has this functionality in its detention module and has a roadmap item to include a modification to the financial module to track physical defendant property, seized cash and other case related items (e.g. evidence tracking). The updated system will allow the entry of descriptive text, monetary values and photographs.	
WPROC-4	The System SHALL be capable of allowing a Fiscal user to enter a Disbursement Date, Disbursement Type (JV, PV), and a Voucher Number that can only be done by Fiscal so that Fiscal can document where the money went.	X		X	Currently cFive Supervisor provides the ability to disburse payments via check creation and printing. cFive can modify the our disbursement services to include recording and generating payment vouchers. Voucher templates will be created and will have similar controls used for checks (e.g. unique ids, ability to cancel, ability to indicate when redeemed).	
WOUT-1	The System SHALL automatically prepare and return responses, as appropriate, for all warrant records involving the addition of a new, or update or an existing person/case record.	X			Supervisor is a person-based system and all interactions requires the opening of the client record before any data can be added. For example, a user looking for John Doe will use the search feature to find the correct John Doe and then open his record. Once the user has open John's record they can then view, add, update and delete corresponding information associated to the client if they have security rights to do so. Supervisor does not currently check for duplicate associated records.	
WOUT-2	The System SHALL automatically prepare and send notifications, as appropriate, for all warrant records involving the addition of a new, or update or an existing person/case record.	X			<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	

WOUT-3	The System SHALL automatically prepare documents, as appropriate, for all warrant records involving the addition of a new, or update or an existing person/case record.	X	X		<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our enhanced Workflow capability and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>• Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>• Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>• Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates. Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>• A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:</li> </ul>	
WOUT-4	The System SHALL automatically add warrant record transactions to the Archive and transaction/audit logs. Each transaction will automatically record the user ID, datetime and transaction performed and data involved in the transaction.	X		X	<p>Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.</p>	
WOUT-5	The System SHALL automatically prepare provide a variety of required periodic warrant activity reports including but not limited to case status, officer caseloads, etc.	X			<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>• cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>• cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>• Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, end users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>• Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
WOUT-6	The System SHALL automatically prepare (when requested) an agency-defined outcome report document, as appropriate, and that is editable until finalized, for each warrant event. This report will automatically compile all the agency defined and required components of the warrant process. This report will be produced according to and following an agency defined style sheet.	X			<p>Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.</p>	

WOUT-7	The System SHALL be capable of automatically generating a warrant (with Warrant number) to NCIC and to the warrants team with indications or extradition conditions.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services". Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
WOUT-8	The System SHALL be capable of automatically updating the offender record with the warrant and extradition cost to be billed to the offender account.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services". Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
AINP-1	The System SHALL provide the user with the capability to create a new person/case record and enter complete arrest record information manually.	X			<p>The Supervisor Intake process consists of two steps.</p> <p>The first step is Person and contains person-based information about the client. To facilitate efficient data entry, Agency staff can enter basic personal information (names, IDs, DOB, address, etc.) into topic groupings on the left-hand side of the screen. The right side will contain a configurable list of links to related person information screens where that topic specific information can be entered or edited. Clicking on a link, e.g. Physical identifiers to enter scars, marks and tattoos, will take the user to the Physical Identifiers screen in the Client Information section. Because the list of links is configurable, only client information sections that are relevant to an agency's process will display.</p> <p>The second step is Process. Intaking a client requires the completion of a number of steps or stages over an extended time period. The Process tab tracks the completion of these steps while allowing quick access to the related function in Supervisor. The Process step consists of a configurable list of steps/stages. Each Stage is a link to the related Supervisor function. Clicking on the link will automatically record the logged-on user/date/time to show the start of the action and transport the user to that function. Upon completion of that data entry and clicking SAVE, the user will be transported back to the Process screen and the logged-on user/date/time will be recorded as to the end of the action. Elapsed time and status will be automatically recorded by Supervisor and users have the option of entering additional comments for each stage. The process stages selected by an agency to display on the Process screen (up to eight) will be the stages that appear.</p>	
AINP-2	The System SHALL provide the user with the capability to update a person/case record, already in the system and enter complete arrest record information manually.	X			See AINP-1. In addition, Supervisor is a person-based system and all interactions requires the opening of the client record before any data can be added. For example, a user looking for John Doe will use the search feature to find the correct John Doe and then open his record. Once the user has opened John's record they can then view, add, update and delete corresponding information associated to the client if they have security rights to do so.	
AINP-3	The System SHALL be able to ingest new electronic arrest records, as required and designed, and parse them for compliance with database edits to include checking for duplicate person/case records.	X			Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
AINP-4	The System SHALL be able to quality check inbound electronic arrest records, as required and designed.	X			With the use of the configurable dashboard, feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.	
AINP-5	The System SHALL be able to automatically check inbound electronic arrest records, as required and designed, to see if the subject person/case is already on the system.	X			Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
AINP-6	The System SHALL allow, in the case of electronic arrest records, for the update to a person/case record, already in the system and ingest complete warrant record information electronic transactions, as required and designed.	X			Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	

AJNP-7	The System SHALL allow for the input of agency defined reports including, but not limited to, a return of violator report.	X			<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> </ul>	
APROC-1	The System SHALL automatically populate and update the arrest case management file with the new or updated existing record information for the appropriate officers.	X			Supervisor updates all records upon the execution of the save command.	
AOUT-1	The System SHALL automatically prepare and return responses, as appropriate, for all arrest records involving the addition of a new, or update or an existing person/case record.	X			Supervisor updates all records upon the execution of the save command.	
AQUT-2	The System SHALL automatically prepare and send notifications, as appropriate, for all arrest records involving the addition of a new, or update or an existing person/case record.	X			<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	
AQUT-3	The System SHALL automatically prepare documents, as appropriate, for all arrest records involving the addition of a new, or update or an existing person/case record.	X	X		<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our enhanced Workflow capability and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include: <ul style="list-style-type: none"> <li>The use of drag and drop.</li> </ul> </li> </ul>	

AOUT-4	The System SHALL automatically add arrest record transactions to the Archive and transaction /audit logs. Each transaction will automatically record the user ID, date/time and transaction performed and data involved in the transaction.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	
AOUT-5	The System SHALL automatically prepare (when requested) an agency-defined outcome report document, as appropriate, and that is editable until finalized, for each arrest event. This report will automatically compile all the agency defined and required components of the arrest process. This report will be produced according to and following an agency defined style sheet.	X				Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.	
AOUT-6	The System SHALL automatically prepare provide a variety of required periodic arrest activity reports including but not limited to case status, officer caseloads, etc.	X				<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>• cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>• cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>• Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>• Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
AOUT-7	The System SHALL allow the addition of alerts to the case for a offender's record to arrest that person upon next violation.	X				Client alerts can be set manually and automatically based on changes to the client or the case. For example, if a bench warrant is issued, the warrant flag can be automatically turned on by the system and when the warrant is cleared the alert will be cleared. Additionally, Client Alerts are used to record history of current stay-away orders, safety concerns, mental health issues, medications and other important information, and they will alert a user when the client record is opened.	
PRINP-1	The System SHALL provide the user with the capability to identify and locate a person record in the system and start the entry for the Pre-Release investigation.	X				Supervisor requires a user to first search for a client before a new record can be created. If the client is found, then offender demographic data such as DOB, gender, race, and address will be automatically added to the intake screen, but can be edited upon creation and after save. If the client is found, then the user can open the client record and access any of the client record and update information if they have security privileges to do so. Additionally, the user can then start working on a Pre-Release investigation.	
PRINP-2	The System SHALL be able to quality check inbound electronic Pre-Release records, as required and designed, to ensure compliance, completeness and accuracy.	X				With the use of the configurable dashboard, feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.	
PRINP-3	The System SHALL be able to ingest new electronic Pre-Release records, as required and designed, and parse them for compliance with database data to include checking for duplicate person/case records.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services (DES)," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). Standard interface processing includes checking for more than one client with the same identifier(s). Business rules for processing duplicates can include logging the event, notifications via the return interface and generating system alerts. To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
PRINP-4	The System SHALL be able to allow the user to update pre-release records with agency defined data fields and flags as appropriate, and to assign cases to pre-release leads/investigators.	X				Supervisor allows records to be updated and for clients to be assigned to other staff personnel for specific tasks. A notification will be transmitted for each primary and secondary officer assignment.	
PRINP-5	The System SHALL be able to automatically check inbound electronic Pre-Release records, as required and designed, to identify and locate a person record already on the system and start the entry for the Pre-Release investigation.	X		X		Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services". Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	

PRINP-5	The System SHALL provide the capability for the user to select whether a case is pre-approved or requires a field investigation, and initiate the investigation needed and the reports to be produced. Each investigation will automatically be assigned a unique Pre-Release Investigation ID number.	X	X	X	<p>An Investigation Workflow can be created which includes activating investigation tasks and automatically linking the investigation to a defined case.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>- Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>- Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>- Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>- A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:</li> </ul>	
PRINP-7	The System SHALL provide the capability to create an offender in the system but then proceed to the pre-release stage without an instance/records of pre-sentence investigation, or parole or probation supervision for that person.	X			<p>The Supervisor Intake process consists of two steps.</p> <p>The first step is Person and contains person-based information about the client. To facilitate efficient data entry, Agency staff can enter basic personal information (names, IDs#, DOB, address, etc.) into topic groupings on the left-hand side of the screen. The right side will contain a configurable list of links to related person information screens where that topic specific information can be entered or edited. Clicking on a link, e.g. Physical identifiers to enter scars, marks and tattoos, will take the user to the Physical Identifiers screen in the Client Information section. Because the list of links is configurable, only client information sections that are relevant to an agency's process will display.</p> <p>The second step is Process. Intaking a client requires the completion of a number of steps or stages over an extended time period. The Process tab tracks the completion of these steps while allowing quick access to the related function in Supervisor. The Process step consists of a configurable list of steps/stages. Each Stage is a link to the related Supervisor function. Clicking on the link will automatically record the logged-on user/date/time to show the start of the action and transport the user to that function. Upon completion of that data entry and clicking SAVE, the user will be transported back to the Process screen and the logged-on user/date/time will be recorded as to the end of the action. Elapsed time and status will be automatically recorded by Supervisor and users have the option of entering additional comments for each stage. The process stages selected by an agency to display on the Process screen (up to eight) will be the stages that appear.</p>	
PRPROC-1	The System SHALL automatically apply all new additional or updates to existing Pre-Release record information to the appropriate database and files.	X			Supervisor updates all records upon the execution of the save command.	
PRPROC-2	The System SHALL automatically apply all new additional or updates to existing Pre-Release record information to the transaction/audit logs and archives.	X		X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	

PRPROC-3	The System SHALL provide the capability to associate an investigation with any number of criminal court cases all tied to that offender.	X	X		<p>An Investigation Workflow can be created which includes activating investigation tasks and automatically linking the investigation to a defined case.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>- Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>- Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>- Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>- A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:</li> </ul>	
PRPROC-4	The System SHALL provide the capability to generate applicable investigative activities related to the offender related to the pre-release.	X	X	X	<p>An investigation workflow can be created which includes activating investigation tasks and automatically linking the investigation to a defined case.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>- Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>- Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>- Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>- A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:</li> <li>o The use of drag and drop.</li> </ul>	
PRPROC-5	The System SHALL provide the capability to enter the results / outcomes of the various areas of inquiry related to the pre-release.	X			<p>Supervisor can provide the following Outcomes: Approved or Denied and reasons – Warrants, Holds, or Detainers; No Residence; No Employment; Rural Plan; win 30 Days of Parole Discharge; Out of State Resident; Criminal History; Refused the Program; Eligibility; No Ed/Voc/Rehab Lieu Empt; Referred Back to Pardons Board; Parole Rescinded; Residence Not Acceptable.</p> <p>This list is not all inclusive, and others are self-configurable with iFive Reporting.</p>	
PRPROC-6	The System SHALL provide the capability to ingest and calculate the applicable release dates based on business rules related to probation credits and other release factors.	X			<p>Supervisor currently calculate actual and estimated release dates and supports the entry of credits and other adjustments. The NDOC interface will update credits update the expiration date based upon application of those statutory credits.</p>	

PRPROC-7	The System SHALL provide the capability for the user to enter the pre-release recommendation and instructions in the System.	X				Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.	
PROUT-1	The System SHALL automatically prepare and return responses, as appropriate, for all Pre-release records involving the addition of a new, or update or an existing person/case record.	X				Supervisor updates all records upon the execution of the save command.	
PROUT-2	The System SHALL automatically prepare and send notifications, as appropriate, for all Pre-Release records involving the addition of a new, or update or an existing person/case record, as well as the reassignment of a case to another investigator.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices: various actions that will result in an automated notification being sent to an officer's "inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	
PROUT-3	The System SHALL automatically prepare documents, as appropriate, for all Pre-Release records involving the addition of a new, or update or an existing person/case record.	X	X			<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our on enhanced Workflow capability and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>- Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>- Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>- Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p>	
PROUT-4	The System SHALL automatically add Pre-Release record transactions to the archive and transaction / audit logs. Each transaction will automatically record the user ID, date/time and transaction performed and data involved in the transaction.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	
PROUT-5	The System SHALL automatically prepare (when requested) an agency-defined investigation outcome (Pre-Release) report document, as appropriate, and that is editable until finalized, for each Pre-Release investigation. This report will automatically compile all the agency defined and required components of the investigation process. This report will be produced according to and following an agency defined style sheet in Rich-text format (Word document formatting capable).	X				Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.	

PROUT-6	The System SHALL be capable of creating multiple parole agreements (as in PROUT-5) for the same person.	X				Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.	
PROUT-7	The System SHALL ensure authorized users are capable of viewing all current notifications and alerts in the system.	X				<p>Supervisor makes use of a very granular rights model to restrict user access to features and functions within the application. These rights have the ability to restrict a user's right to administrative tools, modules, functions, agencies, client types, records, and reporting. The ability to assign security roles provides an ability to lock specific data to a set of users, such as the ability to view a specific juvenile or high-profile client.</p> <p>Supervisor includes extensive options for role-based security management, with more than 500 discrete security rights that are based on our extensive experience in supervision organizations across the United States. The roles and responsibilities of users, regardless of whether the user is an end-user, administrator or a Vendor Portal user, are managed via a single security model.</p> <p>Supervisor's security is based upon an organizational structure, which consists of agencies, departments, units, and specific user roles. This structure can parallel your supervision administrative and logical organizational operational structure (e.g. matrix management). In a multi-jurisdictional or multi-agency system, this might consist of districts, counties, and divisions by way of example. Supervisor's security model allows administrators to group individual permissions (e.g. close a case) into roles (e.g. Agency A Supervisors) for efficient management. A user's security profile is defined when one or more roles are assigned to that user at one or more locations in the organizational structure. A role may explicitly deny rights, which would override any other roles where the right was explicitly granted. Using this mechanism, administrators may create exceptions for specific users by adding a denial role to their user profile.</p> <p>Supervisor's security model also protects configuration settings, reference codes, database tables, and data groupings (e.g. all agency, juvenile). Our role-based security will propagate down through the normalized structure of the data. For example, agency permissions extend through the entire scheme tied to the agency. The security system within Supervisor can leverage the capabilities of Active Directory or an LDAP provider to support externally controlled user authentication (single sign on). The roles and permissions for authenticated users are still designated by Supervisor's roles and permission security model. For example, system administrators will have master access; NPP personnel access will vary depending on specific needs; some EITS personnel may require master access. The agency needs the ability to change the business rules within the system depending on personnel changes and requirements.</p>	
PINP-1	The System SHALL provide the user with the capability to identify and locate a person record in the system and manually start the entry for the Pardon investigation.	X				<p>The search and advanced search screens of Supervisor offer over 40 fields and criteria based on client details, interested parties, arrest details, and case details. The Advanced Search option allows user to perform searches based on personal information like name, gender, age, DOB; interested parties; identifiers; address; phone; case related details such as case type, client status, and officer details; and, details such as gang, charges, etc.</p> <p>Searches include performing exact, partial or a Soundex search. The system allows user to navigate directly to the specific record by clicking on the hyperlink for that client number from the list of candidates.</p> <p>Additionally, a user can do a full text search for documents utilizing Boolean Search functionality. The document search functionality supports all uploaded searchable files (e.g., PDF, Word, Excel, etc.). Image files cannot be searched.</p>	
PINP-2	The System SHALL be able to quality check inbound electronic Pardons records, as required and designed, to ensure compliance, completeness and accuracy.	X				With the use of the configurable dashboard feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.	
PINP-3	The System SHALL be able to ingest new electronic Pardons records, as required and designed, and parse them for compliance with database edits to include checking for duplicate person/case records.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
PINP-4	The System SHALL be able to automatically check inbound electronic Pardons records, as required and designed, to identify and locate a person record already on the system and start the entry for the Pardon investigation.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
PINP-5	The System SHALL provide the capability for the user to initiate the investigation needed and the reports to be produced. Each investigation will automatically be assigned a unique Pardons investigation ID number.	X				Supervisor allows the user to determine the type of investigation needed and the reports/documents they need to produce. Supervisor does not auto number investigations and we believe the way we handle these in Supervisor will eliminate this need but will not eliminate your ability to track. If a number is required, we would be happy to estimate at a later date.	

PINP-6	The System SHALL provide the capability to create an offender in the system but then proceed to the pardon stage without an instance / records of pre-sentence investigation, or parole or probation supervision for that person.	X				<p>The Supervisor Intake process consists of two steps.</p> <p>The first step is Person and contains person-based information about the client. To facilitate efficient data entry, Agency staff can enter basic personal information (names, IDs, DOB, address, etc.) into topic groupings on the left-hand side of the screen. The right side will contain a configurable list of links to related person information screens where that topic specific information can be entered or edited. Clicking on a link, e.g. Physical identifiers to enter scars, marks and tattoos, will take the user to the Physical identifiers screen in the Client Information section. Because the list of links is configurable, only client information sections that are relevant to an agency's process will display.</p> <p>The second step is Process. Intaking a client requires the completion of a number of steps or stages over an extended time period. The Process tab tracks the completion of these steps while allowing quick access to the related function in Supervisor. The Process step consists of a configurable list of steps/stages. Each Stage is a link to the related Supervisor function. Clicking on the link will automatically record the logged-on user/date/time to show the start of the action and transport the user to that function. Upon completion of that data entry and clicking SAVE, the user will be transported back to the Process screen and the logged-on user/date/time will be recorded as to the end of the action. Elapsed time and status will be automatically recorded by Supervisor and users have the option of entering additional comments for each stage. The process stages selected by an agency to display on the Process screen (up to eight) will be the stages that appear.</p>	
PPROC-1	The System SHALL automatically apply all new additional or updates to existing Pardons record information to the appropriate database and files.	X				Supervisor updates all records upon the execution of the save command.	
PPROC-2	The System SHALL automatically apply all new additional or updates to existing Pardons record information to the transaction/audit logs and archives.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	
PPROC-3	The System SHALL provide the capability to associate an investigation with any number of criminal court cases all tied to that Pardons investigation ID.	X				Supervisor allows the user to determine the type of investigation needed and the reports/documents they need to produce and associate to multiple investigations. Supervisor does not auto number investigations and we believe the way we handle these in Supervisor will eliminate this need but will not eliminate your ability to track. If a number is required, we would be happy to estimate at a later date.	
PPROC-4	The System SHALL provide the capability for the user to enter the pardon recommendation in System.	X				Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved in the client's record and printed by the user. Additionally, a Report packet can be created to incorporate multiple forms that need to be generated by a user.	
PPROC-5	The System SHALL provide and support an agency-manageable investigative case review and approval workflow process.	X	X			<p>All investigations that automatically or manually launched can include steps for review, approval, rejection, or requests for more information.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:</li> </ul>	
POUT-1	The System SHALL automatically prepare and return responses, as appropriate, for all Pardons records involving the addition of a new, or update or an existing person/case record.	X				Supervisor updates all records upon the execution of the save command.	

POUT-2	The System SHALL automatically prepare and send notifications, as appropriate, for all Pardons records involving the addition of a new, or update or an existing person/case record.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	
POUT-3	The System SHALL automatically prepare documents, as appropriate, for all Pardons records involving the addition of a new, or update or an existing person/case record.	X	X			<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our enhanced Workflow capability and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>- Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>- Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>- Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>- A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:</li> </ul>	
POUT-4	The System SHALL be capable of sending notifications or other outputs, as appropriate, to investigations for Pardons requests in need of research.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox". These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	
POUT-5	The System SHALL automatically add Pardons record transactions to the archive and transaction/audit logs. Each transaction will automatically record the user ID, date/time and transaction performed and data involved in the transaction.	X			X	<p>Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.</p>	

POUT-6	The System SHALL automatically prepare (when requested) an agency-defined investigation outcome report document, as appropriate, and that is editable until finalized, for each Pardon investigation. This report will automatically compile all the agency defined and required components of the investigation process. This report will be produced according to and following an agency defined style sheet in Rich-text format (Word document formatting capable).	X				Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user. Additionally, a Report packet can be created to incorporate multiple forms that need to be generated by a user.	
SM-1	The System SHALL provide communication link self-monitoring capabilities such that it identifies when a connection, resource, or system component is unavailable and notifies the designated System administrator of the outage by predefined notification means (e.g., pager, telephone, e-mail).			X		This feature is not built into the base system; however, to meet this requirement TeamVIP can install and set up a monitoring system for the NPP. NPP can host the monitoring system and we will need to coordinate installation with your IT staff. TeamVIP will have further discussions with NPP during the environment installation activities to review this approach.	
SM-2	The System SHALL provide system monitoring notifications within a period of time designated and configured by the System administrator(s).			X		This feature is not built into the base system; however, to meet this requirement TeamVIP can install and set up a monitoring system for the NPP. NPP can host the monitoring system and we will need to coordinate installation with your IT staff. TeamVIP will have further discussions with NPP during the environment installation activities to review this approach.	
SM-3	The System SHALL be highly configurable by the agency System administrator.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	
SM-4	The System SHALL support the agency maintenance of business rules by System administrators, NPP and/or EITS. These business rules will drive the	X				Supervisor supports this functionality based on the response to questions. A user with appropriate user rights will be able to change the date upon which a specific recurring action occurs; change the payment threshold that triggers application of compliance credits	
SM-5	The System SHALL support the agency maintenance of the high-level workflows utilized in the various modules of System that support the NPP business units.	X	X	X		<p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include: <ul style="list-style-type: none"> <li>The use of drag and drop</li> <li>The ability to add, move and delete workflow steps and functions</li> </ul> </li> </ul>	
SM-6	The System SHALL support the maintenance of code tables by agency System administrator and/or EITS.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	

SM-7	The System SHALL support the import, export or extraction of system code tables for NPP use for other systems.	X				TeamVIP has several tools that are available to extract and load system table values. In addition, Supervisor runs on a MS SQL database and thus MS Sql Server Data Tools (SSDT) and other tool sets.	
SM-8	In order to accurately disseminate historical data, the System SHALL provide for storage of the code value at the time of record data entry for code-driven fields.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	
SM-9	The solution SHALL translate codes to English-language words or phrases on the output screen and reports for all codes used (e.g., agency identifiers, offense codes, and field names).	X				Supervisor stores data values (such as pick list values) as a code, the output to the user interface always displays the plain language verbiage associated to that stored code.	
SM-10	The System SHALL support the agency maintenance of organizations, staff, people (Example: judge assignments) by agency System administrators.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	
SM-11	The System SHALL support the agency maintenance of sealing / unsealing cases (without impacting/affecting victim records associated with the sealed cases), merging duplicate cases and splitting cases, deleting Chronos/case notes and other case maintenance, as appropriate, by agency System administrators.	X				Supervisor supports sealing/unsealing cases (without impacting/affecting victim records associated with the sealed cases), consolidating duplicate cases, deleting Chronos/case notes and other case maintenance, as appropriate, by agency System administrators.	
SM-12	The System SHALL support the agency ability to seal/unseal the offender(s) account(s) while maintaining the accounting details linked to the victim(s) account.	X				Supervisor supports the ability to seal/unseal the client(s) account(s) while maintaining the accounting details linked to the victim(s) account.	
SM-13	The System SHALL support email notifications by agency System administrators.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine.</p>	
SM-14	The System SHALL support notifications to the officer owning a case record any time a non-owning officer makes a change to their case.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	
SM-15	The System SHALL support the agency maintenance (permissions) of assigning and transferring DONS coverages between field office locations.			X		As part of the development of the DONS interface, the system will support the agency maintenance (permissions) of assigning and transferring DONS coverages between field office locations. For example, the Headquarters personnel have a meeting and need to transfer DONS coverage to a field office, then the Headquarters personnel will have the ability to transfer DONS with a simple process.	
SM-16	The System SHALL support the agency set up and maintenance of all fee schedules (for example: NSF, Supervision Fees, etc.) as required by the fiscal bureau.	X				Supervisor supports agency set up and maintenance of all fee schedules (for example: NSF, Supervision Fees, Restitution Fees, Fines, etc.).	
SM-17	The System SHALL allow for the sealing / unsealing of records or cases, and for the deletion of records, cases and bins.	X				Within Supervisor, records can be sealed from view based upon permissions. Records can also be removed from the active system and only available via a database restoration.	

Pers-1	The System SHALL provide agency personnel management capabilities, including, but not limited to the creation and management of agency personnel records and positions (assigned) for all persons employed in the agency.	X		X	Supervisor does not provide agency personnel management capabilities, the system can be enhanced to include information on the employment actions, assignments, results, evaluations, disciplinary actions, etc. The creation, viewing, updating and deleting personnel records will be controlled via system permissions.	
Pers-2	The System SHALL support establishment and management of agency individual personnel records to minimally include (by way of example), but not be limited to, the following elements:	X		X	Supervisor does not provide agency personnel management capabilities, the system can be enhanced to include information on the employment actions, assignments, results, evaluations, disciplinary actions, etc. The creation, viewing, updating and deleting personnel records will be controlled via system permissions.	
	• Full name/ demographics information (name, race, sex, DOB)	X		X	Supervisor does not provide agency personnel management capabilities, the system can be enhanced to include information on the employment actions, assignments, results, evaluations, disciplinary actions, etc. The creation, viewing, updating and deleting personnel records will be controlled via system permissions.	
	• Employee's Agency ID number			X	Supervisor does not provide agency personnel management capabilities, the system can be enhanced to include information on the employment actions, assignments, results, evaluations, disciplinary actions, etc. The creation, viewing, updating and deleting personnel records will be controlled via system permissions.	
	• Position Numbers and budget accounting numbers			X	Supervisor does not provide agency personnel management capabilities, the system can be enhanced to include information on the employment actions, assignments, results, evaluations, disciplinary actions, etc. The creation, viewing, updating and deleting personnel records will be controlled via system permissions.	
	• Agency/division assignment (Supervisor ID, location)	X		X	Supervisor does not provide agency personnel management capabilities, the system can be enhanced to include information on the employment actions, assignments, results, evaluations, disciplinary actions, etc. The creation, viewing, updating and deleting personnel records will be controlled via system permissions.	
Pers-3	The System SHALL be capable of tracking and managing agency employee position information including, but not limited to, the following elements:	X			Supervisor tracks the employee's position and their office location. Additionally, it tracks phone number, email, gender, languages spoken, and special skills.	
	• Job Title	X				
	• District Office Assignment	X				
CCN-1	The System SHALL be capable of allowing authorized users to record Chronos/Case Notes at various agency-defined points throughout the system for all case record types. Chronos/case notes are chronological and associated with the person record for the life of that record in System.	X			<p>There are two types of case notes: auto-generated and manually created. Auto-generated case notes can be created from other modules in Supervisor or via an interface from an external system. Events that can trigger an auto-generated entry include an arrest, drug test failure, CDP violation, court events, etc..</p> <p>The Case Notes Summary screen displays all case notes pertaining to the client in descending date order (i.e., the most recent entry is at the top). The user can also filter the list by any combination of a specific date, case note category type, or case note subtype by using the Search feature above the grid.</p> <p>The Case Note Information screen allows the user to enter information for a new case note or view the information for an existing case note. In addition any user who has access rights to create case note entries can create a new case note entry for a client.</p> <p>For case notes added by someone other than the PO of record, the PO of record is notified. All case note entries include the employee identification number, name, date and time the case note entry was added.</p> <p>In addition, case notes are tracked by court case number. These case numbers are already populated in a drop-down tab for a user to select. Based on the user's case selection, other elements may pre-populate as well, such as case type. All of the drop down values are configurable for each client's needs as well.</p> <p>Supervisor does not support allowing authorized users to apply redaction tools to selected Chronos/Case Notes records.</p>	
CCN-2	The System SHALL be capable of associating Chronos/Case Notes with both offender/defendant records as well as with victim records throughout the system.	X		X	<p>There are two types of case notes: auto-generated and manually created. Auto-generated case notes can be created from other modules in Supervisor or via an interface from an external system. Events that can trigger an auto-generated entry include an arrest, drug test failure, CDP violation, court events, etc..</p> <p>The Case Notes Summary screen displays all case notes pertaining to the client in descending date order (i.e., the most recent entry is at the top). The user can also filter the list by any combination of a specific date, case note category type, or case note subtype by using the Search feature above the grid.</p> <p>The Case Note Information screen allows the user to enter information for a new case note or view the information for an existing case note. In addition any user who has access rights to create case note entries can create a new case note entry for a client.</p> <p>For case notes added by someone other than the PO of record, the PO of record is notified. All case note entries include the employee identification number, name, date and time the case note entry was added.</p> <p>In addition, case notes are tracked by court case number. These case numbers are already populated in a drop-down tab for a user to select. Based on the user's case selection, other elements may pre-populate as well, such as case type. All of the drop down values are configurable for each client's needs as well.</p> <p>The ability to associate case notes to victims or other parties is on our road map.</p>	

CCN-3	The System SHALL allow for the user to enter Chronos/Case Notes as text fields that function like commercial word processing applications. All text fields Chronos/Case Notes shall be spell-checked and searchable through the use of key-words or wildcards.	X	X	X	Supervisor allows for a user to enter Case Notes in a text field and spell check the entry. The ability of performing full or partial word searches all case notes is on our road map. The ability to function like commercial word processing applications is not available.	
CCN-4	The System SHALL automatically record the user ID, date/time and transaction performed with each Chronos/Case Notes transaction as a part of the logs.	X			Case Notes track all changes and can be made read only based on time associated to the note subtype. Administrators with the proper security rights can modify a locked case note. Auto generated case notes are not editable.	
CCN-5	The System SHALL allow authorized users to access Chronos/Case Notes records directly for an individual for the purpose of viewing, queries, searching, printing, etc. System SHALL also allow authorized users to apply redaction tools to selected Chronos/Case Notes records as appropriate and necessary.	X		X	There are two types of case notes: auto-generated and manually created. Auto-generated case notes can be created from other modules in Supervisor or via an interface from an external system. Events that can trigger an auto-generated entry include an arrest, drug test failure, CDP violation, court events, etc.  The Case Notes Summary screen displays all case notes pertaining to the client in descending date order (i.e., the most recent entry is at the top). The user can also filter the list by any combination of a specific date, case note category type, or case note subtype by using the Search feature above the grid.  The Case Note Information screen allows the user to enter information for a new case note or view the information for an existing case note. In addition any user who has access rights to create case note entries can create a new case note entry for a client.  For case notes added by someone other than the PO of record, the PO of record is notified. All case note entries include the employee identification number, name, date and time the case note entry was added. In addition, case notes are tracked by court case number. These case numbers are already populated in a drop-down tab for a user to select. Based on the user's case selection, other elements may pre-populate as well, such as case type. All of the drop down values are configurable for each client's needs as well.  Supervisor does not support allowing authorized users to apply redaction tools to selected Chronos/Case Notes records.	
CCN-6	The System SHALL allow authorized users to access and manage Chronos/Case Notes records directly for an individual as appropriate and necessary.	X			Supervisor allows authorized users to access and manage Case Notes for a client as appropriate and necessary.	
CCN-7	The System SHALL be capable of preparing and printing documents, as appropriate, for all Chronos/Case Notes records.	X			Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user. Form templates support all case note fields.	
CCN-8	The System SHALL be capable of automatically sending Chronos/Case Notes documents, as appropriate, via a variety of electronic means including, but not limited to, fax, email, data transfer/exchange or electronic interface.			X	Supervisor does not support sending case notes via a variety of electronic means including, but not limited to, fax, email. Case notes can be sent via an electronic interface. Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
NTL-1	The System SHALL automatically populate and update the Chronos file with the new or updated existing record information available in authorized.	X			Supervisor updates all records upon the execution of the save command.	
NTL-2	The System SHALL automatically prepare and return responses, as appropriate, for all Chronos records involving the addition of a new, notifications, or update or an existing person/case note.	X			Supervisor updates all records upon the execution of the save command.	
NTL-3	The System SHALL be capable of creating notifications, as appropriate, for/through all Chronos records for further action.	X			The Supervisor Notification Engine allows an agency to select, from a Library of Notices, various actions that will result in an automated notification being sent to an officer's "Inbox".  These Notifications include: ALERTS: an example would be a new arrest is entered into the system. UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc. REMINDERS: a notification sent X days before or after an event.  Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.	

NTL-4	The System SHALL automatically add Chronos/Case Notes transactions to the archive and transaction/audit logs. Each transaction will automatically record the user ID, date/time and transaction performed and data involved in the transaction.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	
NTL-5	The System SHALL be capable of preparing and printing documents, as appropriate, for all notifications/transactions log records.	X				Supervisor provides administrator-defined templates for users to create client-specific Microsoft Word forms. For each form, the administrator first defines the field labels and attributes using a library of bookmarked data elements. The forms are prepopulated with the client's information (per the administrator-defined template); the user can update these form fields and others as necessary. The completed and finalized forms can be created as PDFs, which can then be saved to the client's record and printed by the user.	
NTL-6	The System SHALL be capable of automatically sending notifications/transaction logs documents, as appropriate, via a variety of electronic means including, but not limited to, fax, email, data transfer/exchange or electronic interface.	X				The Supervisor Notification Engine allows an agency to select, from a Library of Notices: various actions that will result in an automated notification being sent to an officer's "Inbox".  These Notifications include: ALERTS: an example would be a new arrest is entered into the system. UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc. REMNDS: a notification sent X days before or after an event.  Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.	
DINP-1	The System SHALL provide the user with the capability to create a new person/case record and enter complete DONS record information manually.	X				The Supervisor Intake process consists of two steps.  The first step is Person and contains person-based information about the client. To facilitate efficient data entry, Agency staff can enter basic personal information (names, IDs#, DOB, address, etc.) into topic groupings on the left-hand side of the screen. The right side will contain a configurable list of links to related person information screens where that topic specific information can be entered or edited. Clicking on a link, e.g. Physical identifiers to enter scars, marks and tattoos, will take the user to the Physical identifiers screen in the Client Information section. Because the list of links is configurable, only client information sections that are relevant to an agency's process will display.  The second step is Process. Intaking a client requires the completion of a number of steps or stages over an extended time period. The Process tab tracks the completion of these steps while allowing quick access to the related function in Supervisor. The Process step consists of a configurable list of steps/stages. Each Stage is a link to the related Supervisor function. Clicking on the link will automatically record the logged-on user/date/time to show the start of the action and transport the user to that function. Upon completion of that data entry and clicking SAVE, the user will be transported back to the Process screen and the logged-on user/date/time will be recorded as to the end of the action. Elapsed time and status will be automatically recorded by Supervisor and users have the option of entering additional comments for each stage. The process stages selected by an agency to display on the Process screen (up to eight) will be the stages that appear.	
DINP-2	The System SHALL provide the user with the capability to update a person/case record, already in the system and enter complete DONS record information manually.	X				See DINP-1. In addition, Supervisor is a person-based system and all interactions requires the opening of the client record before any data can be added. For example, a user looking for John Doe will use the search feature to find the correct John Doe and then open his record. Once the user has opened John's record they can then view, add, update and delete corresponding information associated to the client if they have security rights to do so.	
DINP-3	The System SHALL be able to quality check inbound electronic DONS records, as required and designed.	X				With the use of the configurable dashboard, feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.	
DINP-4	The System SHALL be able to automatically check inbound electronic DONS records, as required and designed, to see if the subject person/case is already on the system.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
DINP-5	The System SHALL allow, in the case of electronic DONS records, for the update to a person/case record, already in the system and ingest complete DONS record information electronic transactions, as required and designed.	X				Supervisor is a person based system and all interfaces are created to support checking for a person or a case before creating a new record in the system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Some interfaces may require enhancements to the "Data Exchange Services".	
DINP-6	The System SHALL be capable of allowing authorized users in the agency to configure and manage DONS record related items including, but not limited to, coverage configurations.				X	As part of the development of the DONS interface, the system will support this functionality.	

DPROC-1	The System SHALL automatically populate and update the DONS notification file with the new or updated existing record information including DONS conditions and priority levels, coverage information (and reverse coverage), establish the appropriate record flags or indicators, as well as hold/not hold indications.			X		As part of the development of the DONS interface, the system will support this functionality.	
DPROC-2	The System SHALL provide the ability, based on user authorizations, to change the order or priority of DONS records in the system.			X		As part of the development of the DONS interface, the system will support this functionality.	
DPROC-3	The System SHALL provide an investigation case management capability which allows, based on user authorizations, supervisors to review DONS records, including the status of all DONS records.	X				With the use of the configurable dashboard, feature specific dashboard items can be configured to check for accuracy, completeness and ensure compliance.	
DOUT-1	The System SHALL automatically prepare and return responses, as appropriate, for all DONS records involving the addition of a new, or update or an existing person/case record.	X				Supervisor updates all records upon the execution of the save command.	
DOUT-2	The System SHALL automatically prepare and send notifications, as appropriate, for all DONS records involving the addition of a new, or update or an existing person/case record.	X				<p>The Supervisor Notification Engine allows an agency to select, from a Library of Notices: various actions that will result in an automated notification being sent to an officer's "inbox".</p> <p>These Notifications include:</p> <p>ALERTS: an example would be a new arrest is entered into the system.</p> <p>UPDATES: an action has occurred on a case manager's client such as a phone message taken by another case manager, a new address is recorded, a positive drug test is received via an interface, etc.</p> <p>REMINDERS: a notification sent X days before or after an event.</p> <p>Customers determine which events and triggers are included as Alerts or Updates, and they are able to create their own reminders through the Reminder Engine. Very importantly, administrators can set priorities for each type of notification and all notifications will display in priority order.</p>	
DOUT-3	The System SHALL automatically prepare documents, as appropriate, for all DONS records involving the addition of a new, or update or an existing person/case record.	X	X			<p>Supervisor provides the ability to create customized document templates consisting of data fields extracted from the Supervisor database. The ability to automatically generate these documents, with an operational workflow based upon a configured event, is part of our on enhanced Workflow capability and it is included on our road map.</p> <p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>• Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>• Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>• Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p>	
DOUT-4	The System SHALL automatically add DONS record transactions to the Archive and transaction/audit logs. Each transaction will automatically record the user ID, date/time and transaction performed and data involved in the transaction.	X			X	Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table. Supervisor does not support archiving as it is not need with the cost of storage today.	

DOUT-5	The System SHALL be capable of allowing authorized users to view coverage and reverse coverage histories.			X		As part of the development of the DONS interface, the system will support the agency maintenance (permissions) of assigning and transferring DONS coverages between field office locations. For example, DONS is configured to be managed by Headquarters, but when transferred to a field office, the system automatically tracks the transfer of coverage by providing date, time and location of coverage.	
IN-1	The System SHALL utilize a system architecture that is open, nonproprietary, and portable.	X				The Supervisor architecture incorporates open software tools, Microsoft SQL server and runs on Microsoft window servers. However, the code is proprietary and is placed in escrow if a perpetual license is purchased. Additionally, the system is portable and scalable.	
IN-2	The System SHALL be adaptive and use extensible architecture for future expansion and scalability, as vetted by EITS, without the need for major architectural modifications.	X				Major functions within Supervisor are designed as independent services. If any of these services need to be modified, only the effected service(s) need to be replaced and restarted. In fact, Supervisor services are deployed in redundant fashions allowing services to be upgraded with little or no interruption.	
IN-3	The System SHALL provide system diagnostics, including, but not limited to, error correction and detection.				X	This functionality is not provided.	
IN-4	The operational production availability of the System shall be at least 99.9 percent on a 24/7 basis, including a description/justification of how the solution will meet this high-availability requirement. NPP is interested in a strategy for a clustered and load-balanced environment with robust disaster recovery capabilities.	X				To meet the State's uptime requirements, the Supervisor solution includes a fully redundant set of hardware and software. A load balancer will arbitrate between two identical active configurations. Each configuration will contain a application servers and database server. The diagram of the configuration is included in our response.	NEED PAGE NUMBER OF ARCHITECTURE DOCUMENTATION AND DIAGRAM
IN-5	The System SHALL be capable of supporting test, training, development, and production environments, in physically separated environments.	X				Supervisor is capable of supporting test, training, development, and production environments, in physically separated environments.	
IN-6	The System's processing time SHALL be 1 second or less, unless the operation is external to System; the vendor should include a description of how the solution will meet this response requirement as well as methods for verification of performance.					All system accessing database data would struggle to meet this requirement, so we must assume you mean without data access. As for data access we can commit to the following response times.  Criteria Desired      System Performance      Response Time Target - Case Query            <=12 seconds,            98% of the time - Case Update          <=8 seconds,            98% of the time - Case Add              <=5 seconds,            98% of the time - Report Generation    <=30 Seconds,          98% of the time	
IN-7	The System SHALL be capable of importing old System Records from an archive, if required (i.e., the ability to get a legacy archived record and add it to an offender/victim record).	X				Data migration will include the ability to import legacy data from the legacy system (that is the system currently in use by the Division) and the precursor archival records from before that system went live. If a client record is found in both systems the transactions will be merged into a single client record. Data Migration is a service offered and does have corresponding charges.	
IN-8	The System SHALL allow the addition of third-party hardware and software components through standards-based open architecture.	X			X	Supervisor allows the addition of third-party hardware (printers, scanners, bar code, monitors, etc.). The addition of third-party software components are not allowed in a hosted environment and are only allowed in an on-premise environment if it does not impact the performance or usability of the system. Additionally, third-party software can be used to develop interfaces that talk to our DES service.	
IN-9	The System SHALL provide a description of each system configuration and its ability to meet the availability specification. The vendor shall include a system diagram, previous experience achieving these performance specifications, and options.	X				Please see Exhibit IX.9, cfive Supervisor Performance Test Plan for an example of our approach to meeting this requirement.	
IN-10	The System SHALL provide NPP with the right to contract directly with hardware providers for servers, or any other supporting devices, if it believes it is in its best interest to do so. A decision by the state to acquire hardware independently of the vendor must not result in a price penalty, and vendors will confirm no price penalty. Vendors should also identify their preferences for a hardware acquisition approach.	X				TeamVIP provides NPP with the right to contract directly with hardware providers for servers, or any other supporting devices, if it believes it is in its best interest to do so. A decision by the state to acquire hardware independently of the vendor must not result in a price penalty, and vendors will confirm no price penalty. Hardware specifications will be developed if the system is going to be deployed on premise.	
IN-11	The System SHALL be designed to support the addition of hardware and capacity to accommodate increases in System throughput and workload over a 5-year period.	X				The Supervisor architecture is scalable and can designed to support the addition of hardware and capacity to accommodate increases in the system throughput and workload over a 5-year period.	
IN-12	The System SHALL be compatible with Internet Protocol (IP) networking standards.	X				Supervisor is compatible with Internet Protocol (IP) networking standards.	
IN-13	The System SHALL support Simple Network Management Protocol (SNMP) and the Web-based tool set for centralized control of the system using an enterprise management platform.	X				Supervisor supports Simple Network Management Protocol (SNMP). We recommend the system is protected behind a secure fire wall.	

IN-14	The System SHALL be compatible with current wired networking standards for DPS.	X				The Supervisor system runs on Window Servers that can wired into network infrastructure.	
IN-15	The System SHALL support industry best practices for transport protocols (e.g., TCP/IP) for all components throughout the network.	X				Supervisor supports best practices for transport protocols (e.g., TCP/IP).	
IN-16	The System SHALL support NPP and Enterprise Information Technology Services (EITS) network security protocols.	X				The Supervisor system runs on Windows hardware utilizing Webfly application servers and Microsoft SQL database platforms.	
AP-1	The System SHALL support single sign-on access control.	X				Supervisor can be integrated with a LDAP server (such as Active Directory) for Single Sign-On.	
AP-2	The System SHALL support simple, easy-to-manage, and inexpensive secondary user (s.k.a. two-factor) authentication strategies.		X			Supervisor can support simple, easy-to-manage, and inexpensive secondary user authentication (s.k.a. two-factor). As part of our road map we are enhancing the system to support two-factor authentication with the use of text to the users cell phone that includes a random pin that will be required to access the system along with the users id and password.	
AP-3	The System SHALL support multilevel security to restrict access and control of functionality.	X				<p>Supervisor makes use of a very granular rights model to restrict user access to features and functions within the application. These rights have the ability to restrict a user's right to administrative tools, modules, functions, agencies, client types, records, and reporting. The ability to assign security roles provides an ability to lock specific data to a set of users, such as the ability to view a specific juvenile or high-profile client.</p> <p>Supervisor includes extensive options for role-based security management, with more than 500 discrete security rights that are based on our extensive experience in supervision organizations across the United States. The roles and responsibilities of users, regardless of whether the user is an end-user, administrator or a Vendor Portal user, are managed via a single security model.</p> <p>Supervisor's security is based upon an organizational structure, which consists of agencies, departments, units, and specific user roles. This structure can parallel your supervision administrative and logical organizational operational structure (e.g. matrix management). In a multi-jurisdictional or multi-agency system, this might consist of districts, counties, and divisions by way of example.</p> <p>Supervisor's security model allows administrators to group individual permissions (e.g. close a case) into roles (e.g. Agency A Supervisors) for efficient management. A user's security profile is defined when one or more roles are assigned to that user at one or more locations in the organizational structure. A role may explicitly deny rights, which would override any other roles where the right was explicitly granted. Using this mechanism, administrators may create exceptions for specific users by adding a denial role to their user profile.</p> <p>Supervisor's security model also protects configuration settings, reference codes, database tables, and data groupings (e.g. all agency, juvenile). Our role-based security will propagate down through the normalized structure of the data. For example, agency permissions extend through the entire scheme tied to the agency. The security system within Supervisor can leverage the capabilities of Active Directory or an LDAP provider to support externally controlled user</p>	
AP-4	The System SHALL allow for the establishment of user accounts and passwords within the parameters of, and be fully compliant with, the guidelines and specifications established in the current version of FBI Criminal Justice Information Services Security Policy.	X				Supervisor allows for the establishment of user accounts and passwords, and is fully compliant with the guidelines and specifications established in the current version of FBI Criminal Justice Information Services Security Policy.	
AP-5	The System SHALL allow the agency to define how long a password will remain valid within the following secure password attributes established by and in compliance with the FBI Criminal Justice Information Services Security Policy:	X				Supervisor supports defining how long a password will remain valid.	
	• Minimum length of eight characters.	X					
	• Not a dictionary word or proper name.	X					
	• Not the same as the user ID.	X					
	• Changed at a maximum of every 90 days.	X					
	• Prevents reuse of the last 10 passwords.	X					
	• Not transmitted in the clear, outside the secure domain.	X					
	• Includes at a minimum one alphabetical, one numeric, and one special character.	X					
	User account termination SHALL be automatic based on certification date or cancellation by an authorized manager-level command.	X			X	Termination of an account is done by the system administrator. The termination of an account by certification date is not supported.	

AP-6	The System SHALL utilize user profiles to determine configurable, role-based system access to the following:	X				Supervisor makes use of a very granular rights model to restrict user access to features and functions within the application. These rights have the ability to restrict a user's right to administrative tools, modules, functions, agencies, client types, records, and reporting. The ability to assign security roles provides an ability to lock specific data to a set of users, such as the ability to view a specific juvenile or high-profile client.	
						Supervisor includes extensive options for role-based security management, with more than 500 discrete security rights that are based on our extensive experience in supervision organizations across the United States. The roles and responsibilities of users, regardless of whether the user is an end-user, administrator or a Vendor Portal user, are managed via a single security model.	
						Supervisor's security is based upon an organizational structure, which consists of agencies, departments, units, and specific user roles. This structure can parallel your supervision administrative and logical organizational operational structure (e.g. matrix management). In a multi-jurisdictional or multi-agency system, this might consist of districts, counties, and divisions by way of example.	
						Supervisor's security model allows administrators to group individual permissions (e.g. close a case) into roles (e.g. Agency A Supervisors) for efficient management. A user's security profile is defined when one or more roles are assigned to that user at one or more locations in the organizational structure. A role may explicitly deny rights, which would override any other roles where the right was explicitly granted. Using this mechanism, administrators may create exceptions for specific users by adding a denial role to their user profile.	
						Supervisor's security model also protects configuration settings, reference codes, database tables, and data groupings (e.g. all agency, juvenile). Our role-based security will propagate down through the normalized structure of the data. For example, agency permissions extend through the entire scheme tied to the agency. The security system within Supervisor can leverage the capabilities of Active Directory or an LDAP provider to support externally controlled user authentication (single sign on). The roles and permissions for authenticated users are still designated by Supervisor's roles and permission security model. For example, system administrators will have master access, NPP personnel access will vary depending on specific needs, some EITS personnel may require master access. The agency needs the ability to change the business rules within the system depending on personnel changes and requirements.	
	1 "Read" access to any data.	X					
	2 "Add" access to any data.	X					
	3 "Modify" access to any data.	X					
	4 "Delete" access to any data.	X					
AP-7	5 Each function key for which access is granted.				X	Not Applicable - Function keys do not provide access.	
	6 Each command for which access is granted.				X	Not Applicable	
	7 Production (live) or training mode.	X					
AP-8	The System SHALL require users to log on to the system before receiving access to any function. The sign-on information SHALL include, at a minimum:	X				Supervisor requires users to log on to the system before receiving access to any function. The sign-on information includes user id and password.	
	8 Agency ID (may be user-specified).	X					
AP-9	9 A unique user ID and password.	X					
	The solution SHALL generally support single sign-on, system-wide with agency district/office associations.	X				Supervisor has built-in application role-based security that supports authentication through user login and advanced role-based security for authorization. It can be integrated with a LDAP server (such as Active Directory) for Single Sign-On.	
AP-10	The System SHALL allow for the ability of the system user to change password at setup, at sign-on, and during the course of a logged-in session.	X				Supervisor allows users to reset their password while using the Supervisor software.	
AP-11	The System SHALL provide a means for users to recall or reset their passwords using techniques including, but not limited to:	X					
	10 Forged My Password techniques used extensively on Internet sites.	X					
	11 Challenge questions and answers established during user setup.				X	Supervisor can be modified to prompt the user to select challenge questions and provide answers that will be used in event the user forgets their password.	
	12 Allowing a user who successfully answers a challenge question to log on with a temporary complex password generated by the system, and then requiring the user to set a new password once he/she has signed in.				X	Supervisor can be modified to create a system defined password. This password must be changed when the user logs into the system with the temporary password.	
AP-12	13 Ability for the terminal agency coordinator to reset a password if necessary.	X					
	The System SHALL be able to be configured such that users are notified of impending password expiration. If a user's password has expired, the system SHALL prompt the user to change the password at sign-on.	X				Supervisor can be configured to provide reminders of when the users password will expire.	

AP-12	The System SHALL store a configurable number of previous passwords for each user and not allow the user to set the new password to any of these previous values.	X				When Supervisor is installed, a system wide parameter is set to indicate the number of previous passwords to maintain and verify.	
AP-13	The System SHALL support user roles or classifications that can be dynamically assigned at sign-on to permit users with the proper security level to sign on at any system workstation, local or remote. This classification SHALL be defined by user capabilities and authorizations.	X				<p>Supervisor makes use of a very granular rights model to restrict user access to features and functions within the application. These rights have the ability to restrict a user's right to administrative tools, modules, functions, agencies, client types, records, and reporting. The ability to assign security roles provides an ability to lock specific data to a set of users, such as the ability to view a specific juvenile or high-profile client.</p> <p>Supervisor includes extensive options for role-based security management, with more than 500 discrete security rights that are based on our extensive experience in supervision organizations across the United States. The roles and responsibilities of users, regardless of whether the user is an end-user, administrator or a Vendor Portal user, are managed via a single security model.</p> <p>Supervisor's security is based upon an organizational structure, which consists of agencies, departments, units, and specific user roles. This structure can parallel your supervision administrative and logical organizational operational structure (e.g. matrix management). In a multi-jurisdictional or multi-agency system, this might consist of districts, counties, and divisions by way of example.</p> <p>Supervisor's security model allows administrators to group individual permissions (e.g. close a case) into roles (e.g. Agency A Supervisors) for efficient management. A user's security profile is defined when one or more roles are assigned to that user at one or more locations in the organizational structure. A role may explicitly deny rights, which would override any other roles where the right was explicitly granted. Using this mechanism, administrators may create exceptions for specific users by adding a denial role to their user profile.</p> <p>Supervisor's security model also protects configuration settings, reference codes, database tables, and data groupings (e.g. all agency, juvenile). Our role-based security will propagate down through the normalized structure of the data. For example, agency permissions extend through the entire scheme tied to the agency. The security system within Supervisor can leverage the capabilities of Active Directory or an LDAP provider to support externally controlled user authentication (single sign on). The roles and permissions for authenticated users are still designated by Supervisor's roles and permission security model. For example, system administrators will have master access; NPP personnel access will vary depending on specific needs; some EITS personnel may require master access. The agency needs the ability to change the business rules within the system depending on personnel changes and requirements.</p>	
AP-14	The System SHALL afford NPP system administrators the ability to easily update security parameters while the system is online.	X				<p>Supervisor makes use of a very granular rights model to restrict user access to features and functions within the application. These rights have the ability to restrict a user's right to administrative tools, modules, functions, agencies, client types, records, and reporting. The ability to assign security roles provides an ability to lock specific data to a set of users, such as the ability to view a specific juvenile or high-profile client.</p> <p>Supervisor includes extensive options for role-based security management, with more than 500 discrete security rights that are based on our extensive experience in supervision organizations across the United States. The roles and responsibilities of users, regardless of whether the user is an end-user, administrator or a Vendor Portal user, are managed via a single security model.</p> <p>Supervisor's security is based upon an organizational structure, which consists of agencies, departments, units, and specific user roles. This structure can parallel your supervision administrative and logical organizational operational structure (e.g. matrix management). In a multi-jurisdictional or multi-agency system, this might consist of districts, counties, and divisions by way of example.</p> <p>Supervisor's security model allows administrators to group individual permissions (e.g. close a case) into roles (e.g. Agency A Supervisors) for efficient management. A user's security profile is defined when one or more roles are assigned to that user at one or more locations in the organizational structure. A role may explicitly deny rights, which would override any other roles where the right was explicitly granted. Using this mechanism, administrators may create exceptions for specific users by adding a denial role to their user profile.</p> <p>Supervisor's security model also protects configuration settings, reference codes, database tables, and data groupings (e.g. all agency, juvenile). Our role-based security will propagate down through the normalized structure of the data. For example, agency permissions extend through the entire scheme tied to the agency. The security system within Supervisor can leverage the capabilities of Active Directory or an LDAP provider to support externally controlled user authentication (single sign on). The roles and permissions for authenticated users are still designated by Supervisor's roles and permission security model. For example, system administrators will have master access; NPP personnel access will vary depending on specific needs; some EITS personnel may require master access. The agency needs the ability to change the business rules within the system depending on personnel changes and requirements.</p>	
AP-15	The System SHALL have a single centralized repository for users and their access information (authentication, authorization, and accounting [AAA]) so that users have one username and one set of authentication credentials (such as a password) and that all user attributes and authorization are managed in one place, including date of entry. This may be accomplished by using a Lightweight Directory Access Protocol (LDAP) server.	X				Supervisor has built-in application role-based security that supports authentication through user login and advanced role-based security for authorization. It can be integrated with a LDAP server (such as Active Directory) for Single Sign-On.	

AP-16	The System SHALL lock user accounts that have been inactive (no sign-on activity) for a configurable, NPP-specified period of time (e.g., 45 days). Such accounts can only be unlocked by a terminal agency coordinator or NPP system administrator.	X				Supervisor can be configured to support the amount of inactivity required to suspend an account. Only a system administrator can unlock a suspended user account.	
AP-17	The System SHALL automatically log off users that have been inactive for a specified period of time (NPP-configurable hours). Users can simply sign back on to system to resume activity.	X				Supervisor can automatically log off users that have been inactive for a configurable period of time. Users can simply sign back on to the system to resume activity.	
AP-18	The System SHALL support Web services.	X				Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries).	
AP-19	The solution SHALL support the use of pointing devices, hot keys, key combinations, buttons, and hyperlinks.	X			X	Supervisor supports the use of pointing devices, key combinations, buttons, and hyperlinks. Supervisor does not support hot keys.	
AP-20	The solution SHALL provide for:						
	• A visual distinction between mandatory and nonmandatory fields.	X				All mandatory data entry fields within Supervisor are denoted by an asterisk.	
	• Validation of data upon submission of the screen for posting.	X				Validation of fields is performed at a minimum upon saving or submitting of data values. In addition, many fields provides only valid values to be selected.	
	• Display of errors on the appropriate screen for the user.	X				Data entry errors are clearly identified on the screen when the error has been entered and can be resolved.	
AP-21	The System's client application SHALL be Web browser-based, be browser agnostic, and utilize best-of-breed Web form design and usability elements.	X				Supervisor is a browser-based application and is operating system agnostic. Supervisor will work on any operating system that can run Internet Explorer 11 and up, or an equivalent from other vendors including Edge, Chrome, Mozilla, and Safari.	
AP-22	The System's client application screens SHALL be printable to configurable local or networked printers, using print commands provided by the browser. The System's client application screens SHALL be able to be captured using commands provided by the browser.	X				Supervisor supports the built in printing capabilities of web browsers (e.g. Chrome, Internet Explorer, Safari).	
AP-23	The System SHALL support the import/export or extraction of system code tables for NPP use from/for other systems.	X				Code tables can be extracted from legacy systems and imported into Supervisor during migration activities. At any time, the State can extract the Supervisor code tables to review and use as desired.	
AP-24	The System SHALL support the entry and maintenance of code tables by NPP and/or EITS.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	

AP-25	The System SHALL provide and support agency-configurable and manageable workflows /processes (ex: investigative case management review and approval) as well as business rules.	X	X	X	<p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"><li>- Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li><li>- Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li><li>- Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li></ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"><li>- A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include:<ul style="list-style-type: none"><li>o The use of drag and drop</li><li>o The ability to add, move and delete workflow steps and functions.</li></ul></li></ul>		
AP-26	The preferred future System solution environment is the latest Microsoft Windows Server operating system with the latest Microsoft SQL Server database, though NPP is open to other suggested options.	X			Supervisor supports the latest Microsoft Windows Server operating system with the latest Microsoft SQL Server database.		
AP-27	The System SHALL provide value-added features normally associated with a mail system, including:				X	Supervisor is not an email system and does not support this functionality.	
	• Saving draft messages for finalizing and sending at a later time. These messages SHALL be available to official supervisors/users as authorized in the user profile.				X	Supervisor is not an email system and does not support this functionality.	
	• Sending messages through standard text messaging systems (e.g. SMS, MMS).	X				<p>Perhaps the greatest problem case managers face is that there simply isn't enough time to do the work with the clients that they want and need to. Complicating this is the inability to directly reach clients, a stream of missed calls or frustrating phone tag, and incessant phone interruptions as case managers are meeting with clients. Catalyst Messages solves these problems by offering a real-time communication system. Case managers and clients can initiate messages and respond to each.</p> <p>Clients use the Messaging component of their Catalyst smartphone app and case managers communicate through their officer portal. Although you can exchange messages in real-time, a major advantage of the system is the ability for either party to leave a message. For case managers, this allows them to respond to client messages on their timetable - ending interruptions and saving much of the time they now spend on the phone.</p> <p>Catalyst maintains a record of all chats between a case manager and client, with every exchange date and time stamped.</p> <p>The power of the messaging system is enhanced by two unique functions that allow case managers to control conversations. First, agencies and case managers have the option of only allowing the case manager to initiate a message. Second, a case manager has the option of closing a message episode at any time. Additionally, the history of all conversations is automatically stored in the client record and a case manager can easily identify which messages clients have not read.</p> <p>Catalyst Message Service is significantly different! The Catalyst Message Service promotes behavior change by supporting:</p> <ul style="list-style-type: none"><li>- Provides case manager evidence that the client has read the message.</li><li>- Messages templates enable quick communication with clients. Case managers do not need to compose each message and can choose if the client can reply.</li><li>- A variety of messaging options provide agencies and case managers an opportunity to increase client communication without increasing workload. Announcements and informational messages can be sent to all users or to specific groups - such as by caseload or a group of clients that report to a specific court or community provider.</li><li>- Recurring automated messages can be scheduled to provide clients with positive feedback for accomplishing predefined tasks or encouragement for pending tasks.</li></ul> <p>Additional licensing is required</p>	

	• Recovering and resending messages at all levels of the system.				X	Supervisor is not an email system and does not support this functionality.	
AP-28	The System SHALL utilize a recognized and commercially available Soundex product.	X				Supervisor is installed with third-party browser-based Soundex products.	
AP-29	The System SHALL minimally be capable of running on the Windows 10 or higher operating system for the client interface application.	X				Supervisor is a browser-based application and is operating system agnostic. Supervisor will work on any operating system that can run Internet Explorer 11 and up, or an equivalent from other vendors including Edge, Chrome, Mozilla, and Safari.	
AP-30	The System SHALL provide a user interface with a single primary inquiry form or presentation that includes all of the common inquiries (80 to 100 percent of all inquiries available).	X				When looking for client records within Supervisor, each user has available to them in extensive search screen. This screen allows the user to find client information based on names, demographic information, identifies, dates, officer assignments, locations, etc. In addition the cFive Reporting tool allows designated users to search all provided database tables and fields.	
AP-31	The System SHALL provide users with a highly integrated set of application modules offering a user interface with a consistent look and feel, in order to minimize user training and system administration, including all of the user functionality supported in the current System environment.	X				Supervisor has been designed to provide a rich set of features in an efficient and consistent fashion. Many functions are provided in step by step wizard fashions. When possible, drop down data entry is provided over free text entry. Clear warning and alerts are displayed to the user. Consistent fonts and colors are used throughout the application. Errors and warning are clearly displayed to the user informing them of next steps in resolving issues.	
AP-32	The System SHALL allow tasks to be entered by keyboard and/or mouse action. However, the system SHALL allow all commands to be initiated by keyboard if desired.	X				Supervisor allow tasks to be entered by keystroke and/or mouse action. Keystroke is available on most screens.	
AP-33	The System SHALL provide standard graphical user interface (GUI) items, such as drop-down menus, to make selection easier for frequently used fields, such as message keys, all code tables, and agency IDs.	X			X	Supervisor provides standard graphical user interface (GUI) items, such as drop-down menus, to make selection easier for frequently used fields, all code tables, and agency IDs. Message keys are not available via a standard GUI interface.	
AP-34	The System SHALL support "auto complete" functionality for code table lookups as the user begins to enter data in the code table lookup field.	X				Where deemed applicable, Supervisor contains auto complete features. As necessary, Supervisor can be modified to introduce additional auto-complete capabilities.	
AP-35	The System SHALL support automated updates to the user application.	X				Automatic updates of the production environments is not recommended. Production environment software should be tested prior to deployment. However, automatically continuous integration software (Jenkins) can be utilized in test environments if desired.	
AP-36	The System SHALL support prefill fields in appropriate preformatted screens, eliminating redundant data entry and without impacting usability.	X				Supervisor utilizes default drop down and data fields values.	
AP-37	The System SHALL provide menus to facilitate access to less frequently used functions and to aid users with applications used infrequently.	X				Supervisor web application is feature rich organized within drop down menus.	
AP-38	The System SHALL allow users to move forward and backward to complete data fields.	X				Supervisor provides navigation access to traverse to previous accessed screens.	
AP-38	The System SHALL allow users to correct spelling errors without having to retype the entire field.	X				Supervisor is recommended to be launched with the Chrome browser. Chrome includes automatic field correction which is enabled within Supervisor.	
AP-40	The System SHALL provide users with standard form navigation and allow easy movement from one work area to another via mouse or keyboard.	X				Navigation through Supervisor is via user control utilizing mouse and shortcut keys.	
AP-41	The System SHALL provide hot keys for frequently used functions and associate them with the user profile. Hot keys could be standard key assignments (e.g., F1 through F4), and user keys would be optional key assignments (e.g., F5 through F9).				X	Supervisor does not support hot key functionality.	
AP-42	The System SHALL enable users to recall (configurable by NPP) and resend recently sent messages. The solution shall also support Windows cut-and-paste functionality.	X			X	Supervisor supports cut and paste functionality. Supervisor is not an email system and does not support the users ability to recall and resend a recently sent message.	
AP-43	The solution SHALL provide default, configurable values for fields based on previous input, referential lookup, or other mechanisms. It SHALL incorporate currently used defaults.	X			X	Supervisor utilizes default drop down and data fields values. Supervisor does not support configurable values for fields based on previous input.	

AP-44	The solution SHALL provide lookup tables for valid values for fields.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	
AP-45	The System SHALL maintain all codes in all system code tables with start and end dates.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	
AP-46	In order to accurately disseminate historical data, the solution SHALL provide for storage of the code value at the time of record data entry for code-driven fields.	X				Supervisor is a highly configurable system via reference codes, system parameters, module and function settings, business rules, and permissions. Configuration is controlled through the administrative module where a non-technical user is able to set how much of the system operates including user accounts and security permissions, assessments, workflow, tasks, alerts, lookup values, contract/service providers, and many others. Supervisor is self-configurable. Most changes will not require additional development effort and cost, but will be a simple matter of having administrative users adjust the configuration regarding data access, assessments, providers, reference codes, or security. Supervisor allows non-technical administrators to change reference codes easily.	
AP-47	The solution SHALL translate codes to English-language words or phrases on the output screen and reports for all codes used.	X				Supervisor stores data values (such as pick list values) as a code; the output to the user interface always displays the plain language verbiage associated to that stored code.	
AP-48	The solution SHALL include a user interface that is compliant with the accessibility requirements of the Americans with Disabilities Act (ADA).				X	Supervisor is a browser-based application and the browser is 508 compliant, but the application pages are not fully compliant.	
AP-49	The System SHALL support remote access to the database via secure connection, (e.g. via a VPN). The remote System user application shall appear and function the same or very similar to the office-based user application.	X				Supervisor supports access to agency users so they can enter data remotely and securely via tablets, laptops and other mobile devices. Staff will access Supervisor through a web browser that can connect via VPN, or access can be configured to utilize a SSL connection with a minimum 128-bit encryption.	
AP-50	In the event that a secure remote connection is unavailable, the System SHALL allow the user to pre-load one or more selected offender files to be saved to a remote device for viewing and updating in the field. Upon reconnection of the local device to the primary system, data updated in the field (e.g. contact report details and Chronos) SHALL be synchronized/integrated with the offender files on the production system.				X	The system does not synchronize data to a remote device used offline. The functionality requested could be added to the system as a custom module, but would require a complete functional specification prior to a cost being associated.	
AP-51	The System SHALL enable, as a part of the remote device synchronization process, means by which the user can identify and rectify any remotely collected data that the system identifies as conflicting with data added/updated in the system during the time the remote device had no connection.				X	The system does not synchronize data to a remote device used offline. The functionality requested could be added to the system as a custom module, but would require a complete functional specification prior to a cost being associated.	
AP-52	The System SHALL provide the ability to retain all data identified as in conflict and SHALL require the user to enter a narrative "ChronoCase Note" to document the conflict and resolution.				X	The system does not synchronize data to a remote device used offline. The functionality requested could be added to the system as a custom module, but would require a complete functional specification prior to a cost being associated.	
AP-53	The System shall provide a "person-centric" system wherein the person may be either an offender or a victim (victim may be a person or business). Note: a person could also be both an offender and a victim, all records and data for which must be associated with that single person.	X	X			Supervisor is a "person-centric" system wherein the person may be either a client or a non-offender (non-offender may be a person or business). Additionally, a person could also be both a client and a victim. All records are associated with that client person. An enhancement is currently on our road map that will enhance the functionality of how Supervisor handles a victim.	
AP-54	The System SHALL have the capability to execute scheduled, unattended online system backups without affecting system performance.	X				Supervisor can remain operational during a backup.	
AP-55	The System SHALL have the ability to restore from system backups.	X				Supervisor has the ability to restore from system backups.	
AP-56	The System SHALL provide robust system backup/archiving tools and strategies.	X			X	If Hosted, TeamVIP will supply. If On Premise, the State will provide third-party tools that are used for system backup/archiving. Supervisor supports any modern system for backing up the data base and the application servers.	

AP-57	The System SHALL provide a logging feature that logs entries, changes, and/or deletions to any configuration data (data transaction recovery log).	X				Supervisor maintains a rich audit trail, including the login dates and times for each user. In addition, it provides an audit trail at the table level. All transaction tables have related audit tables to track the action type (insert, update or delete), user id, date and time of the change and the same data elements as the transaction table.	
AP-58	The System SHALL process data in real-time. This means that any parameter change, or data change SHALL be done while the system is online. The change SHALL take effect immediately.	X				Supervisor processes data in real-time.	
AP-59	The System SHALL include live, training/test, and development systems. The user's access level SHALL allow the user to be able to select the system that corresponds with the desired system.	X				TeamVIP recommends several customer environments. Along with a production environment, training and test environments should be maintained. Test environments should have the "next" build to be loaded into production. The training environment can be a stable system with known training data. User permissions can be setup to allow independent access to each system, if desired.	
AP-60	The System SHALL support Open Database Connectivity (ODBC) -compliant relational database technology. NPP is open to standard and contemporary proposed database solutions.	X				Supervisor uses a MS SQL database that can be accessed via ODBC compliant software.	
AP-61	The solution SHALL provide for access to and manipulation of the data in the database through a standard management system.	X			X	Access to Supervisor data is controlled via roles and permissions. Access can be set with combination of create, read only, update and delete permissions. Manipulation of data will not be possible in a hosted environment. Additionally, the manipulation of data at the database level is not covered by the standard maintenance contract.	
AP-62	The solution SHALL provide the ability to view the application at various levels, from high-level data flows to the actual code level.	X				TeamVIP can provide to the State design documents and software code describing each of the functions of Supervisor.	
AP-63	The solution SHALL provide tools for monitoring database organization and performance and delivering status notifications to NPP system administrators.	X				SQL Management Studio and MS Sql Server Data Tools (SSDT) are used to meet this requirement.	
AP-64	The solution SHALL provide tools for enhancing database organization and performance.	X				SQL Management Studio and MS Sql Server Data Tools (SSDT) are used to meet this requirement.	
AP-65	The solution SHALL provide tools for database design and development, including documentation, diagramming, normalization, database generation, screen design and generation, report design and generation, and procedure maintenance tools.	X				TeamVIP can provide to the State tools to allow view, modify and delete Supervisor software. Additionally, we can provide necessary training to understand the intricate composition of the Supervisor software.	
AP-66	The solution SHALL provide for the development and maintenance of relational database structures for the support of System.	X				SQL Management Studio and MS Sql Server Data Tools (SSDT) are used to meet this requirement.	
AP-67	The solution SHALL utilize industry best practices and standards for relational database development and management.	X				Supervisor was developed by and is updated by certified Microsoft SQL database administrators and architects to design, update, install and test our database solutions.	

AP-68	The proposed System solution shall minimally provide all of the functionality and feature sets that exist in the current NPP System legacy system.	X			<p>Supervisor is a powerful data-driven supervision management system that improves agency efficiency, client outcomes, and helps customers implement Evidence-Based Practices in a single, easy-to-use system. Supervisor is designed to provide community supervision agencies the framework to optimize programs, case managers and client outcomes. By providing concise, actionable data, Supervisor delivers insight that increases agency efficiency, reduces recidivism, improves lives, and keeps communities safe. Unlike traditional case management products, Supervisor is the only platform that features a process-driven design that facilitates intuitive and accurate data collection, supports configurable and dynamic workflows that help implement evidence-based practices, facilitates inter-jurisdictional information sharing, provides built-in outcome-oriented reports, and features an easy-to-use ad hoc report-builder that gives customers access to all their data.</p> <p>After reviewing the list of current functionality provided, although the manner in which some of the functions are implemented may vary, TeamVIP is confident that Supervisor will provide your current functionality. Supervisor includes powerful features that enable your agency:</p> <ul style="list-style-type: none"> <li>- Complete supervision life cycle: Functions that cover the entire supervision life cycle, including intake, officer assignment, assessments and case planning, appointments, contacts, incentives, sanctions, and violations.</li> <li>- Investigations: Improves the investigation process by automatically tracking the number, type, and status of all pending investigations and reports.</li> <li>- Referrals &amp; Programs: Helps officers and providers manage the referral process and programs, allow providers to directly input attendance, status reports, and other information in real-time.</li> <li>- Integrated Case Planning: Offers guided case plans based on the results of included or interfaces assessments (e.g. COMPASS, LSIR). The system guides the user to select the outcomes, interventions, and service providers by filtering the appropriate values for the respective targeted criminogenic need.</li> <li>- Behavioral Management: Effectively issue rewards and sanctions, and track their impact on violations. Complete documentation of all actions, with an optional structured approval process.</li> <li>- Workflow Management: Increased efficiency and workload distribution with personalized to-do lists for each user based on their job, role, and cases.</li> <li>- Full-Text Search: Search all clients and uploaded documents, including Word, PDF, text, and other documents using phrases, Boolean search, and other methods.</li> <li>- Reporting Engine: Powerful reporting engine includes built-in outcome-oriented reports with intuitive filters and an ad hoc report builder.</li> <li>- Robust Security Model: A robust data security model controls access permissions by differentiating between roles, locations, and other attributes.</li> <li>- Self-Configurable Administration: Easily modify drop-down lists, workflows, alerts, vendors and reference codes.</li> </ul> <p>Additional Customization and Enhancements: Consistent with TeamVIP's development philosophy and our desire to excel at meeting our customer's business requirements, we are willing to modify and Where applicable Supervisor will auto fill system dates (e.g. entry of case notes, system transaction dates).</p>	
AP-69	The proposed System solution shall be capable of auto-filling the system date and/or time selectively to those fields in the application where identified as appropriate.	X				
AP-70	The proposed System solution shall have all of the legacy data and cases loaded during migration, including notices and alerts.	X			The VIP Team will ensure that all identified legacy data is mapped, extracted, and loaded into the Supervisor database. In addition the team will work with the State to ensure that all updated data from the legacy system is also available after migration (e.g. new users, assignments, agency organization, etc.).	
PU-1	The System SHALL have the ability to interface to an ad hoc reporting tool that allows trained users to create reports from data.	X			<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>- cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>- cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>- Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, end users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>- Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
PU-2	The System SHALL have a report batch monitor that controls the number of reports that may be run at a given time for each server.			X	This feature is not available and is not needed as we use a separate reporting server to serve up reports. No reports are run from the Supervisor transactional database.	

PU-3	The System SHALL have a report scheduler that can schedule reports to be automatically run at user-defined times.	X				<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>- cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>- cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>- Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>- Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
PU-4	The System SHALL provide the ability to load a Microsoft Word file onto the system that is then available as a bulletin to advise of system updates and other information.	X				Supervisor provides a bulletin feature that is updated in the system. This feature does not require the uploading of a document.	
PU-5	The System SHALL support reports, both of real-time and snapshot data, that are publishable to an intranet or the Internet.	X				The cFive Reporting application database can be updated several times a day with data to be used for reports. These reports can be printed, saved and emailed.	
PU-6	The System SHALL support multiple methods of distribution for reports (e.g., e-mail, shared folder, post on Web site, etc.).	X				The cFive Reporting application database can be updated several times a day with data to be used for reports. These reports can be printed, saved, emailed and copied to various systems.	
PU-7	The System SHALL provide and support a robust reporting tool or functionality that allows the agency and authorized users to produce management reports and statistical reports on any or all of the data elements present in the System.	X				<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>- cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>- cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>- Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>- Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	

PL-8	The System SHALL provide that the robust reporting tools or functionality enable standardized routine reports as well as the generation of any ad hoc reports needed by the agency or authorized users.	X				<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>- cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>- cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>- Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>- Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
PU-9	The System SHALL provide and support a robust searching tool or functionality that allows the agency and authorized users to conduct queries for records based on single data items or ranges, which also support the use of wild-card qualifiers, on any or all of the data elements present in the System.	X				<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>- cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>- cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>- Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>- Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
PU-10	The System SHALL specifically support reports that would provide (with respect to the number of persons on probation or parole):	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The total number of supervision intakes by type of offense, felony category, prior criminal history, gender identity or expression, race, ethnicity, sexual orientation, age, mental health status and, if measured upon intake, risk score;	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The average term of probation imposed for persons on probation by type of offense;	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The average time served by persons on probation or parole by type of discharge, felony category and type of offense;	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The average time credited to a person's term of probation or parole as a result of successful compliance with supervision;	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The total number of supervision discharges by type of discharge including, without limitation, honorable discharges and dishonorable discharges and cases resulting in a return to prison.	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The recidivism rate of persons discharged from supervision by type of discharge, according to the Division's internal definition of recidivism.	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	

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	The number of persons identified as having a mental health issue or a substance use disorder; and	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The total number of persons on probation or parole who are located within this State on December 31 of each year, not including those persons who are under the custody of the Department of Corrections.	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
PU-11	The System SHALL specifically support, with regard to PU-7 above, reports that would provide: regarding persons on probation or parole who violate a condition of supervision or commit a new offense:	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The total number of revocations and the reasons therefor, including, without limitation, whether the revocation was the result of a mental health issue or substance use disorder.	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The average amount of time credited to a person's suspended sentence or the remainder of the person's sentence from time spent on supervision.	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The total number of persons receiving administrative or jail sanctions, by type of offense and felony category; and	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	The median number of administrative sanctions issued by the Division to persons on supervision, by type of offense and felony category.	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
PU-12	The System SHALL specifically support reports that would provide (regarding offender employment and job skills training)	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Current employment status						
	Employer name	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Address	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Position	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Wages	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Wage interval (pick list, hour, day, week, month, annual)	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
PU-13	Employment opportunity resulted from: (Pick List a referral or completion of a job skills program)			X		We currently do not support this field, but have included adding this in our cost proposal.	
	The System SHALL specifically support reports that would provide the ability to capture the following elements for an offender on a job skills program:	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Name	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Address	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Hours	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Program offered	X				This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting.	
	Funding source			X		We currently do not support this field, but have included adding this in our cost proposal.	
	Completion status	X					
	Certificate/degree awarded			X		We currently do not support this field, but have included adding this in our cost proposal.	
IT-1	Etc.				X	We currently do not support this field.	
	The System SHALL be capable of interfacing with the National Crime Information Center (NCIC).	X		X		Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	

IT-2	The System SHALL be capable, on a global basis, of interfacing with current associated criminal justice agencies and their data systems including, but not limited to, NCJIS, VINE, STACS, NOTIS, TPO, CCW, WARRANTS, DONS, SPILLMAN, SORT, CHRI, CJIS, DMV, and IRIS. Several of these are further specified out in detailed in specifications below.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-3	The System SHALL be capable of interfacing with the DPS State Message Switch (from DONS) – Notifies an officer on the street if an individual detained is on supervision and/or special conditions. If the individual is to be held until a NPP officer arrives, and the contact information for a NPP officer.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-4	The System shall be capable of interfacing with the DPS State Message Switch (from Warrants) – Takes an System record and creates an NCIC/NCJIS warrant.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-5	The System SHALL be capable of interfacing with the DPS Computer Aided Dispatch (CAD) system – Computer-aided dispatch and investigative tool that provides a pool of information for investigations, provides person and event relationships. Would like data from System to populate CAD.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-6	The System SHALL be capable of interfacing with NDOC's NSystem Offender Sentence Management (OSM) Good Time Credits (GTC) – Based on GTC, determines an expiration date for a parolee on parole.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-8	The System SHALL be capable of interfacing with VINE – allows a victim of crime to know when a perpetrator has been released from custody. It interfaces with System when there are supervision changes, status changes and discharges.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-9	The System SHALL be capable of interfacing with the State of NV Controller's Office (Advantage application) – transmits restitution and bad debt transactions from System to the Controller's Office and receives reconciliation data.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-10	The System SHALL be capable of interfacing with NDOC NSystem Parole Grant information from Parole Board to transmit daily to System NSystem for Pre-Parole Investigations and inmate release information.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-11	The System SHALL be capable of interfacing with Nevada CJIS.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-12	The System SHALL be capable of interfacing with the Nevada Computerized Criminal History (CCH) system and creating queries to CCH first and then to the Interstate Identification Index (III)	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	

IT-13	The System must be capable of seamlessly interfacing with all other current System interfaces and processes on the first day of implementation.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-14	The System SHALL be capable of interfacing with the NPP network-attached storage (NAS).	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-15	The System SHALL support the Global Justice XML Data Dictionary (GJXDD), the Global Justice XML Data Model (GJXDM), and the National Information Exchange Model (NIEM) XML data model.	X			Supervisor can support the use of data exchanges which conform with standards defined in the National Information Exchange Model (NIEM) and the Global Justice XML Data Model (GJXDM).	
IT-16	The System SHALL be able to query/exchange data in the NIEM reference model format.	X			Supervisor can support the use of data exchanges which conform with standards defined in the National Information Exchange Model (NIEM) and the Global Justice XML Data Model (GJXDM).	
IT-17	The System SHALL support electronic data access to third-party systems for query/exchange (for example, Web services, ODBC, data warehouse/flat file, application programming interface [API]).	X			Supervisor DES provides RESTful Web Services which utilize Secure Socket Layer (SSL) security protocol. We configure SSL to require two-way token-based authentication. Those utilizing our services/end points must authenticate to our Data Exchange Services (DES).	
IT-18	The vendor SHALL explain the approach to Web services, including the protocol(s) that will be used.	X			Supervisor DES provides RESTful Web Services which utilize Secure Socket Layer (SSL) security protocol. We configure SSL to require two-way token-based authentication. Those utilizing our services/end points must authenticate to our Data Exchange Services (DES).	
IT-19	The solution SHALL support authentication of an electronic report/interface data source.	X			Supervisor DES provides RESTful Web Services which utilize Secure Socket Layer (SSL) security protocol. We configure SSL to require two-way token-based authentication. Those utilizing our services/end points must authenticate to our Data Exchange Services (DES).	
IT-20	The System SHALL have the ability to search multiple external systems and/or databases via a single query.			X	Once the external systems are identified and the protocol to be used, DES can be modified to interface to multiple external data sources for a particular query. For example, a query that calls multiple counties probation systems to determine if a defendant/client is associated with any cases in those counties. Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-21	The System SHALL have the ability to receive and respond to queries from authorized external systems and/or databases.	X			Supervisor DES provides the ability to interface to external systems either via RESTful web services, SOAP web services, secure file transfer, direct ODBC database connections to client staging databases. (Note: It is not recommended to go directly to third-party databases via ODBC connections due to potential security risks).	
IT-22	The System SHALL have the ability to access mug shots and other image information stored in any other NPP repository.	X			Supervisor can be configured to point to one other windows file directory repository to access image data and documents.	
IT-23	The System SHALL have the ability to access other documents or images stored in a specified repository.	X			Supervisor can be configured to point to one other windows file directory repository to access image data and documents.	

IT-24	The System SHALL have the ability to retrieve and route images stored in a specified repository.		X		<p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>• Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>• Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>• Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>• A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include: <ul style="list-style-type: none"> <li>◦ The use of drag and drop</li> <li>◦ The ability to add, move and delete workflow steps and functions</li> <li>◦ The configuration of transition steps</li> </ul> </li> </ul>	
IT-25	The System SHALL have the ability to retrieve and route other documents or images stored in a specified repository.		X		<p>Today, the Supervisor Workflow functionality has the ability to create configurable multi-step workflows through a collection of email alert notifications, tasks and triggers.</p> <p>A Workflow is configured by linking alert notifications and tasks (individually or in a multi-step combination) and based on data triggers will generate email notifications and tasks for a user. Below are example workflows:</p> <ul style="list-style-type: none"> <li>• Notification of a needed supervisory review: Upon creation of a probation violation record by an officer, a supervisor can receive a notification and a task can be added to his/her work queue to review the violation.</li> <li>• Upon completion of an assessment of a client to a risk level, a supervisor can receive an email notification and a task can be added to his/her work queue to sign-off on the assessment results.</li> <li>• Upon the assignment of a client to an officer, the officer can receive an email notification and tasks can be added to his/her work queue to generate a document packet and start a presentence investigation.</li> </ul> <p>We are working on enhancing our Workflow capability and it is included on our road map. The new and improved Supervisor Workflow/Business Process Engine will have a foundation for orchestrating business processes, as well as a business discipline for continuously optimizing the way a community supervision agency operates.</p> <p>Business Process takes a more structured approach in which workflow automation is only a piece of the puzzle. Using a dashboard interface, Supervisor's new and improved Workflow/Business Process Engine will deliver greater visibility and control at a higher level into the process as it integrates the workflow with various applications, technologies, and human-related tasks across vertical and horizontal boundaries.</p> <p>Supervisor will provide a solution that is permission based that can monitor, evaluate, and maintain tasks and processes in real-time. Rules give the process owner the ability to set various parameters to manage incidents as needed, while alerts can be enabled to notify the appropriate users when tasks are approaching or overdue. Moreover, the new enhanced Workflow/Business Process Engine will allow you to take your automated workflows to the next level and optimize them to continuously make them stronger and more efficient.</p> <p>Supervisor will include a variety of tools to make your agency operate smarter and more smoothly such as:</p> <ul style="list-style-type: none"> <li>• A Graphical Business Process Designer that will allow system administrators to design or redesign system processes by role. The Designer will include: <ul style="list-style-type: none"> <li>◦ The use of drag and drop</li> <li>◦ The ability to add, move and delete workflow steps and functions</li> </ul> </li> </ul>	
IT-26	The System SHALL afford the user the ability to save or print images regardless of and independent of the response.	X			<p>Supervisor includes a Document Management System that supports the creation and storage of electronic documents. Supervisor provides the capability to record all digital images and documents for a client. Documents can be associated to a client and multiple cases and grouped by type. This helps to organize your documents for more meaningful retrieval and use. The Images/Document Summary screen displays the digital images and documents of the client, and allows for multi-row sort and filtering by document type. Additionally, a user can do a full text search for documents utilizing Boolean Search functionality. The document search functionality supports all uploaded searchable files (e.g., PDF, Word, Excel, etc.), but not image files. Supervisor's upload function allows uploading of different types of documents - including images. The document management system also supports printing, scanning and archiving of documents and images from the mobile devices to the system.</p>	

IT-27	The System SHALL be capable of interfacing with the State Treasurer's Cyber Source application.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
IT-28	The System SHALL be capable of interfacing/exchanging data with the State Comptroller's Advantage system application.	X		X	Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
ST-1	The System SHALL support the ability of the end user to mine log, activity, and transaction files to recall actions and responses for a period of time configurable by NPP.	X		X	This will be accomplished with cFive Reporting, see PU-9 for additional information with regards to cFive Reporting. Custom development would be to ensure response data from interfaces is available in the reporting.	
ST-2	The System SHALL support the ability to enter, maintain and access CHRONOS (chronological log of case notes) which follow the offender/victim from the inception of contact that persists in perpetuity. Chronos pertains to the subject crossing all cases. System will capture system generated auto-Chronos as well as user-generated Chronos.	X			There are two types of case notes: auto-generated and manually created. Auto-generated case notes can be created from other modules in Supervisor or via an interface from an external system. Events that can trigger an auto-generated entry include an arrest, drug test failure, CDP violation, court events, etc.  The Case Notes Summary screen displays all case notes pertaining to the client in descending date order (i.e., the most recent entry is at the top). The user can also filter the list by any combination of a specific date, case note category type, or case note subtype by using the Search feature above the grid.  The Case Note Information screen allows the user to enter information for a new case note or view the information for an existing case note. In addition any user who has access rights to create case note entries can create a new case note entry for a client.  For case notes added by someone other than the PO of record, the PO of record is notified. All case note entries include the employee identification number, name, date and time the case note entry was added. In addition, case notes are tracked by court case number. These case numbers are already populated in a drop-down tab for a user to select. Based on the user's case selection, other elements may pre-populate as well, such as case type. All of	
	The implementation of the Chronos functionality helps the users to do their investigative work on the data being added/modified/deleted and is divided into four types below:	X			There are two types of case notes: auto-generated and manually created. Auto-generated case notes can be created from other modules in Supervisor or via an interface from an external system. Events that can trigger an auto-generated entry include an arrest, drug test failure, CDP violation, court events, etc.  The Case Notes Summary screen displays all case notes pertaining to the client in descending date order (i.e., the most recent entry is at the top). The user can also filter the list by any combination of a specific date, case note category type, or case note subtype by using the Search feature above the grid.  The Case Note Information screen allows the user to enter information for a new case note or view the information for an existing case note. In addition any user who has access rights to create case note entries can create a new case note entry for a client.  For case notes added by someone other than the PO of record, the PO of record is notified. All case note entries include the employee identification number, name, date and time the case note entry was added. In addition, case notes are tracked by court case number. These case numbers are already populated in a drop-down tab for a user to select. Based on the user's case selection, other elements may pre-populate as well, such as case type. All of the drop down values are configurable for each client's needs as well.  Supervisor does not support allowing authorized users to apply redaction tools to selected Chronos/Case Notes records.  The searching of case notes is on our road map and will be added within the next 12 months.	
	• <b>System CHRONOS</b> - Events that are triggered by the system automatically without human interaction (Example: A PCN was entered by 'XYZ' User).	X				
	• <b>Auto CHRONOS</b> - Events that are triggered by the system but need human interaction to proceed in further, the system raises a pop-up for the user input to proceed in further.	X				
	• <b>Manual CHRONOS</b> - triggered manually by the user via agency defined text-based input screens.	X				

MA-1	The System SHALL provide communication link self-monitoring capabilities such that it identifies when a connection, resource, or system component is unavailable and notifies the designated NPP system administrator of the outage by predefined notification means (e.g., pager, telephone, e-mail).			X		This feature is not built into the base system; however, to meet this requirement TeamVIP can install and set up a monitoring system for the NPP. NPP can host the monitoring system and we will need to coordinate installation with your IT staff. TeamVIP will have further discussions with NPP during the environment installation activities to review this approach.	
MA-2	The System shall provide system monitoring notifications within a period of time designated and configured by the NPP system administrator(s).			X		This feature is not built into the base system; however, to meet this requirement TeamVIP can install and set up a monitoring system for the NPP. NPP can host the monitoring system and we will need to coordinate installation with your IT staff. TeamVIP will have further discussions with NPP during the environment installation activities to review this approach.	
MA-3	The System SHALL provide for software upgrades/maintenance that do not affect the production system (no downtime) in a load-balanced environment.	X				Configuring Supervisor to run in redundant load balancer controlled environment. The Supervisor application will be deployed utilizing more than one application server (up to three). A process will then be set up to update the redundant application servers one at a time, and during low usage times, to ensure no impact to users.	
MA-4	The System SHALL include the necessary company and staff resources to implement the proposed system, including a detailed explanation of these resources and plans in project management and staffing plans included in the management response.	X				TeamVIP's approach to staffing the project is described in our Human Resources Plan. TeamVIP's final project plan that will include all project tasks, assigned resources, durations, effort, etc. TeamVIP's project team consist of, at a minimum, the following types of resources: project manager, technical lead, implementation lead, training lead, test lead, information security manager, database architect, technical engineer, migration engineers, software developers, business analysts, testers and trainers.	
MA-5	The solution SHALL enable every component of System to be modified by NPP system administrators to meet changing federal and state standards without the need to contract with a vendor to make changes.	X			X	Supervisor has many configurable items that the system administrator can change. Drop down lists can be changed, various systems parameters can be changed, web services can be accessed. We also allow the addition of data entry fields to be added to screens, stored in our database and retrieved. Additionally, our architecture consists of micro services which can be enabled to allow other applications to call them, provided our security protocol is followed.	
MA-6	Vendors SHALL provide an explanation of their service and support philosophy, how it is carried out, and how success is measured.	X				TeamVIP has included our Support Handbook, which describes our service and support philosophy and describes our standard service plan. We measure success based on our responsiveness at each phase of customer interaction.	
MA-7	The System SHALL provide ongoing services and support, including, but not limited to, the following: toll-free 24/7 customer service, annual training classes, an online customer service Web site, and online software maintenance.	X		X		The State will be offered the opportunity to select its desired level of customer service. TeamVIP can provide the State with 24/7 customer service, annual training classes, online customer support and remote maintenance.	
MA-8	The System SHALL provide a thorough description of help desk services, including dial-in, Web support, and ongoing maintenance.	X				The VIP Team will provide help desk services, including dial-in, web support, and ongoing maintenance. Please see our Support Handbook submitted with this response.	
MA-9	To maintain configuration integrity, the System SHALL support configuration control for all configurable elements, including auditing, rollback, roll-forward, and configuration change transactions with the ability to both import and export configurations.	X				The VIP team will train the State's staff to modify applicable system configuration items. In addition, the operational implementation plan will include testing of system monitoring and disaster recovery processes. These processes will include logging, database backup and recovery, rollback to previous versions, etc..	
MA-10	The System SHALL comply with established DPS and State of Nevada technology standards and policies.	X				Supervisor is designed to meet or exceed Nevada technology standards as determined applicable to the NPP requirements.	
MA-11	The solution SHALL be compliant with all standards and policies outlined in the RFP.	X				Supervisor will adhere to agreed upon standards in the RFP as applicable to the NPP approved solution.	
MA-12	The solution SHALL comply with the latest FBI Criminal Justice Information Services Security Policy which is currently version 5.6.	X		X		TeamVIP will work with the State to ensure that all desired CJIS security protocols are in place and followed. If deployed in a hosted environment Supervisor, cFire Reporting and Catalyst will be deployed within the AWS GovCloud. <a href="https://aws.amazon.com/quickstart/architecture/compliance-cjis/">https://aws.amazon.com/quickstart/architecture/compliance-cjis/</a>	
MA-13	The System SHALL comply with NIEM and GJXDM standards.	X				Supervisor can support the use of data exchanges which conform with standards defined in the National Information Exchange Model (NIEM) and the Global Justice XML Data Model (GJXDM).	
MA-14	The System SHALL provide a training environment, especially for offender case record and victim entry and maintenance. This environment SHALL simulate complete case entry and maintenance functionality, validation, and response.	X				TeamVIP will provide a training environment that will be a replica of the production environment if a vendor hosted solution is chosen, and will supply the software to deploy the training environment, and the State will supply the infrastructure if deployed in the State's data center.	
MA-15	The System SHALL provide a training environment that closely represents the look, feel, and functionality of the current production environment.	X				TeamVIP will provide a training environment that will be a replica of the production environment if a vendor hosted solution is chosen and will supply the software to deploy the training environment, and the State will supply the infrastructure if deployed in the State's data center.	

MA-16	The System SHALL provide access to online system help files that describe fields, forms, and data requirements, as well as procedures from system documentation.	X				Supervisor help features include links to online support information. The online information includes definitions of system functions, operational steps and information identified via release numbers.	
MA-17	The System SHALL provide quick and easy user access to online System instruction manual files that describe fields, forms, and data requirements, as well as procedures. These files shall be automatically updated by the vendor to reflect the current environment at the same time any revision or upgrade is made to the system.	X				Supervisor help features include links to online support information. The online information includes definitions of system functions, operational steps and information identified via release numbers.	
MA-18	Any provided System instruction manual files shall also be editable by designated NPP personnel. Any such edits shall be incorporated into subsequent vendor posted updates to the manual files.	X				TeamVIP will provide instruction manuals as word files that can be edited by NPP personnel.	
MA-19	The System SHALL provide the ability to query (search / find functionality) the System user's manual by topic or keyword.	X				Supervisor online help link includes a searchable knowledge base Wiki.	
MA-20	The Vendor SHALL provide a detailed, instructor led, in-person, initial user training program for all staff; to include a course syllabus of each class and a training manual.	X				TeamVIP will provide a detailed, instructor led, in-person, initial user training program for all staff (to include a course syllabus of each class and a training manual).	
MA-21	The Vendor SHALL provide sufficient in-person, instructor led initial training classes for the number and type of users described in the training plan outlined in the Management Response section of the proposal. This includes providing training during evening shifts.	X				TeamVIP will provide Administration Training designed for the NPP Core Admin Team (SME staff and administrators) who will be responsible for implementing and maintaining Supervisor. Topics include the normal Train the Trainer content as well as system admin training topics including establishing user roles, security, setting system parameters, configuration options, and other appropriate topics. The purpose of this training is to provide the Core Admin Team a framework to: 1) begin use of the system, 2) help assess gaps between system functionality and local business processes that will be determined during the Business Process Analysis task, 3) begin the configuration process of the system to meet local needs and 4) procedures for the ongoing	
MA-22	The Vendor SHALL provide instructor trainer courses (minimum: one in northern Nevada and one in southern Nevada) to qualify NPP staff to instruct future user / administrator level courses to new staff. The vendor shall provide instructor materials such as lesson plans, multimedia presentations, instructor manuals, etc. The vendor shall update instructor materials in conjunction with future updates to System user manuals and materials.	X				TeamVIP's approach to the development of training materials is user first. We use a 360-degree approach, looking at needs from a wide range of angles. We recognize the fact that different people learn differently and one-size-fits-all materials don't work. We use written materials, video tutorials and interactive examples to encompass a range of learning styles. Training materials are developed knowing that they are one of the primary ways users interact with the software system. User satisfaction with training materials leads to better acceptance and use of the system, which is critical to a successful adoption. Our training materials emphasize learning by doing, letting users focus, step-by-step, on the most critical functions first. As the fundamental steps are mastered, more advanced functionality is introduced. We focus on hands-on materials, allowing users to help design their own quick start cues and guides. We know training isn't just a few intensive days, but an on-going process. To help users stay engaged and reinforce what they have learned, our materials are designed to invite users to revisit concepts over time as their understanding of the system deepens. To ensure our materials are best in class, we consult with training professionals to learn and incorporate new research and understanding in the field. To ensure our materials improve and evolve, we incorporate user and trainer feedback to maximize effectiveness. TeamVIP will provide Train the Trainer training classes in northern and southern Nevada.	

#### Accounting Functional Requirements:

For the following accounting requirements, provide a Yes / No answer for each requirement.

Req ID	One year after awarded contract, can the vendor provide an Offender/Victim System that SHALL:	Requirement Response				Response Explanation	Requirement Traceability - to Solution or Proposal
		Yes		No			
ACCT-1	provide a complete and comprehensive accounting module that is based on sound and contemporary accounting practices for both the Offender and Victim (i.e. there will be separate accounting systems that communicate with each other.	Yes				Supervisor has a complete and comprehensive Accounting Module that included Obligations (Fines, Fees, Restitution), Payment Processing, Disbursements, and Check Writing.	

ACCT-2	be capable of generating a wide variety of standard accounting reports and documentation required. Also the ability for agency to develop new reports.	Yes				<p>cFive Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, end users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
ACCT-3	be capable of automatic monthly billing for supervision fees associated with active supervision cases (under Case Management).	Yes				The different types of fines, fees, and restitution obligations are set by the agency. In Supervisor, details of an obligation include the amount owed, payment terms, and to whom the obligation amount is distributed upon receipt of payments. Additionally, add-on fees or surcharges can be assessed. The Payment Plan provides the details on the payment's start date, end date, amount owed (Obligation Amount), frequency and date of payment.	
ACCT-4	be capable of supporting exemptions to the billing process. All exemptions to billing require a 2 step (separate staff) authorization process (under Case Management).	Yes				Supervisor can be modified to handle exemptions in the billing process that can be configured to require a user with proper permissions to approve.	
ACCT-5	be capable of supporting victim account set up (under Pre-Sentence) as a 2 step (separate staff) process. If restitution is setup this becomes a 3 step process (the last step being fiscal), and allow changes by fiscal administration staff only (no command).	Yes				<p>A restitution obligation is payable to individual persons or entities who were victims of a crime. Since Restitution was selected as the Obligation Type, the wizard will prompt the user to select the victim(s) to receive restitution.</p> <p>One or more Parties who are related to a Case as a "Victim" may be selected to receive restitution. Restitution can only be assigned to a party related to the client in focus. If a victim is not listed, the user, or person with the proper permissions must first create and/or set up the victim so that a restitution obligation can be created.</p>	
ACCT-6	allow for the user input of information into agency defined text fields (Case Notes) associated with victim records or offender records, as required by the agency. All text fields/Case Notes shall be spell-checked and searchable through the use of key-words or wildcards.	Yes				<p>There are two types of case notes: auto-generated and manually created. Auto-generated case notes can be created from other modules in Supervisor or via an interface from an external system. Events that can trigger an auto-generated entry include an arrest, drug test failure, CDP violation, court events, etc.</p> <p>The Case Notes Summary screen displays all case notes pertaining to the client in descending date order (i.e., the most recent entry is at the top). The user can also filter the list by any combination of a specific date, case note category type, or case note subtype by using the Search feature above the grid.</p> <p>The Case Note Information screen allows the user to enter information for a new case note or view the information for an existing case note. In addition, any user who has access rights to create case note entries can create a new case note entry for a client.</p> <p>For case notes added by someone other than the PO of record, the PO of record is notified. All case note entries include the employee identification number, name, date and time the case note entry was added.</p> <p>In addition, case notes are tracked by court case number. These case numbers are already populated in a drop-down tab for a user to select. Based on the</p> <p>Supervisor's interface engine Data Exchange Services can be configured to interface via email, file transfer, web services, etc.</p>	
ACCT-7	be capable of automatically generating and sending data files and documents, as appropriate, via a variety of electronic means including, but not limited to, fax, email, data transfer/exchange or electronic interface.	Yes					
ACCT-8	be capable of ensuring that all data field names on the user interface are agency-definable.			No		Supervisor's field names are not user definable.	

ACCT-9	be capable of generating reports of general ledger balances and standard account reports.	Yes				<p>Five Reporting allows customers access to all applicable Supervisor data elements to create specific reports to meet their business needs. Customer developed reports can be added to the agency's Supervisor Report Library to be used or modified as desired.</p> <p>cFive Reporting will eliminate the need for custom reports and the use of canned reports that typically require some level of modification to meet the need of each customer, but will instead make available a library of reports that can be used or modified by the customer to meet their specific business needs.</p> <p>cFive's Reporting is described as follows:</p> <ul style="list-style-type: none"> <li>cFive Reporting allows end users to easily build their own reports and modify existing ones with little, or no, training.</li> <li>cFive Reporting easily generates rapid reports that meet individual information requirements. This allows end users to dynamically modify and drill down through report data for powerful information analysis. This flexibility frees up valuable IT resources and gets information to end users in a timely fashion. Users will now be empowered to interact with the data.</li> <li>Provides end users access to a highly intuitive GUI that guides them through a report building process. This allows end users to navigate the process from choosing a layout, all the way to populating the report with data. cFive Reporting is fully integrated with cFive Supervisor, and users do not need to understand the data source, or create their own queries. They can choose which data they want to use from the applicable Supervisor data elements. Additionally, calculated statistical data fields can be created and used in a report.</li> <li>Allows users to customize and interact with their reports. For example, end users can sort, filter, and drill into data via on-screen controls, or change their data view by choosing their own custom chart preferences. Further, users can select different components such as tables, charts, parameters, filter controls, labels, etc. directly into their desired report. cFive Reporting makes reporting accessible to non-technical users and eliminates the lengthy back-and-forth report creation process between the agency users and IT. Additionally, users can schedule reports for delivery.</li> </ul>	
ACCT-10	provide a complete and comprehensive process for payments received from the Offender as deposits into the solution.	Yes				Payments will automatically be applied to each obligation based on the amount due this month and priority of the obligation to be paid. Any amount remaining after being applied to what is due will "Pay Ahead" an obligation. Although automatically applied, the user (based on a configurable switch) retains the ability to manually reallocate the amounts.	
ACCT-11	be capable of creating and closing multiple deposits per each NPP office.	Yes				Supervisor supports multiple cash draws and has a daily balance reporting function that helps with the preparation of the daily deposit and the balancing of each cash draw.	
ACCT-12	be capable of accepting payments, record transaction.	Yes				Payments will automatically be applied to each obligation based on the amount due this month and priority of the obligation to be paid. Any amount remaining after being applied to what is due will "Pay Ahead" an obligation. Although automatically applied, the user (based on a configurable switch) retains the ability to manually reallocate the amounts.	
ACCT-13	be capable of allocating total payment to specific accounts within the offenders balances. This will equal the total of the payment received in ACCT-12. If posting to restitution must be capable of posting to various cases within the offenders account.	Yes				Payments will automatically be applied to each obligation based on the amount due this month and priority of the obligation to be paid. Any amount remaining after being applied to what is due will "Pay Ahead" an obligation. Although automatically applied, the user (based on a configurable switch) retains the ability to manually reallocate the amounts.	
ACCT-14	be capable of reconciling all payments within a single deposit with the total allocation to each account.	Yes				Supervisor supports multiple cash draws and has a daily balance reporting function that helps with the preparation of the daily deposit and the balancing of each cash draw.	
ACCT-15	be capable of accounting for Non Sufficient Funds (NSF) fees and allocations based on configurable business rules.	Yes				Supervisor handles Non Sufficient Funds (NSF) fees.	
ACCT-16	be capable of providing and accommodating a Bad Debt process for the submission of people / businesses entities to collections.	Yes				Will work with the customer to create the proper process to handle Bad Debt and to interface to collection agencies.	
ACCT-17	be capable of pulling victim payments for processing that meet agencies business rules. Must also have the ability to manual pull accounts.	Yes				Victims accounts are maintained within supervisor separately from non victim payee accounts. We store and display information such as Victim name, assisted defendant name, relation, amount, amount paid, remaining balance. During cash disbursements an authorized user can remove a victim from payment and minimum limits of a check amount can be set.	
ACCT-18	be capable of having a two step process to identify victim payments ready for transmission to State Controller.	Yes				Victims accounts are maintained within supervisor separately from non victim payee accounts. We store and display information such as Victim name, assisted defendant name, relation, amount, amount paid, remaining balance. During cash disbursements an authorized user can remove a victim from payment and minimum limits of a check amount can be set.	
ACCT-19	be capable of providing and accommodating a restitution payment batch to transmit to State Controller for actual payment. Must also be able to upload file back into system for posting.	Yes				Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the	
ACCT-20	be capable of putting victim accounts on various hold status (can be by case or all).	Yes				Victims can be placed on hold so checks and disbursements will not be run.	
ACCT-21	be capable of taking certain hold status victim trust accounts when approved to a holding account for processing per agency business rules.	Yes				We would need to discuss the precise business rules for handling holding accounts. Once the requirements are understood we can estimate this feature and fully implement this feature for the State, if approved as an add-on.	
ACCT-22	be capable of accommodating the set up and linking of offender and victim account information during the initial set up of the case information.	Yes				Victims accounts are maintained within supervisor separately from non victim payee accounts. We store and display information such as Victim name, assisted defendant name, relation, amount, amount paid, remaining balance. During cash disbursements an authorized user can remove a victim from payment and minimum limits of a check amount can be set.	

ACCT-23	be capable of not allowing a case and/or offender's account to be settled if the offender or victim has any balances for that case.	Yes				Supervisor supports the ability to seal/unseal the client(s) account(s) while maintaining the accounting details linked to the victim(s) account.	
ACCT-24	be capable of accommodating, tracking, documenting and applying adjustments in accounts (errors, NSF, etc.).	Yes				Supervisor tracks, documents and applies adjustments in accounts (errors, NSF, etc.)	
ACCT-25	be capable of making appropriate adjustments to both offender and victim accounts with each direct payment or adjustment.	Yes				Supervisor allows for appropriate adjustments to both offender and victim accounts with each direct payment or adjustment. Supervisor does not support the concept of delete within the Finance module.	
ACCT-26	allow only fiscal staff to change victim account addresses after initial setup is approved through all steps.	Yes				A new permission will need to be added to meet this requirement.	
ACCT-27	allow authorized users to make authorized adjustments to accounts and employ 2 step (separate staff) adjustment processes.	Yes				Currently adjustments are done in a one-step process. If the State want this to be a two-step process then an enhancement will be needed. Once the requirements are understood we can estimate this feature and fully implement this feature for the State, if approved as an add-on.	
ACCT-28	be capable of supporting a secure on-line portal for credit card payments.	Yes				Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
ACCT-29	be capable of interfacing with the State Treasurer's Cyber Source application.	Yes				Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
ACCT-30	support only accepting payments for one offender per transaction and that the payment may be applied to one or many accounts.	Yes				Payments will automatically be applied to each obligation based on the amount due this month and priority of the obligation to be paid. Any amount remaining after being applied to what is due will "Pay Ahead" an obligation. Although automatically applied, the user (based on a configurable switch) retains the ability to manually reallocate the amounts.	
ACCT-31	be capable of allowing the user to select an offender (for a payment) via query/search, using one or more of the following parameters:	Yes				Supervisor is a person based system and requires checking for a person before creating a payment.	
	Name by combination of Last, First, Middle	Yes					
	DOB	Yes					
	Last four of SSN	Yes					
	Residence address	Yes					
	BIN / Offender ID #	Yes					
ACCT-32	be capable of requiring user confirmation so that the correct offender has been selected once the offender search results are returned.	Yes				<p>The search and advanced search screens of Supervisor offer over 40 fields and criteria based on client details, interested parties, arrest details, and case details. The Advanced Search option allows user to perform searches based on personal information like name, gender, age, DOB; interested parties; identifiers; address; phone; case related details such as case type, client status, and officer details; and, details such as gang, charges, etc.</p> <p>Searches include performing exact, partial or a Soundex search. The system allows user to navigate directly to the specific record by clicking on the hyperlink for that client number from the list of candidates.</p> <p>Additionally, a user can do a full text search for documents utilizing Boolean Search functionality. The document search functionality supports all uploaded searchable files (e.g., PDF, Word, Excel, etc.). Image files cannot be searched.</p> <p>Supervisor requires a user to first search for a client before a new record can be created. If the client is found, then offender demographic data such as DOB, gender, race, and address will be automatically added to the intake screen, but can be edited upon creation and after save. If the client is found then the user can open the client record and access any of the client record and update information if they have security privileges to do so.</p>	
ACCT-33	be capable of allowing the user to enter credit card information such as card number, expiration, CVV, card holder name, etc.	Yes				Supervisor does not store credit card information, but handles this via an interface to the clearing house system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
ACCT-34	be capable of requiring the user phone number and/or email address for contact by fiscal section regarding transaction posting questions.	Yes				When a user searches for a client and opens a client record, they are presented with the Client at A Glance Screen that displays Client information including email and phone number. Additionally, if the Fiscal department uses the Supervisor Contact record, the email and phone numbers are available as part of the Contact process.	

ACCT-35	be capable of providing that once credit card information is entered, it can display a summary of offender account balances.	Yes				Supervisor does not store credit card information, but handles this via an interface to the clearing house system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
ACCT-36	be capable of accommodating the following NPP fiscal business rules that impact requirements at this stage:						
	• Payment for restitution must be applied to any and all active cases first.	Yes				Payments are applied to highest priority - and in most cases agencies setup restitution as the highest priority.	
ACCT-37	• Supervision Fees account may be paid up to a \$60 credit balance; no other account may enter a credit balance.	Yes				Supervisor does not limit the amount of a balance someone can have. It is a minor change to set a limit on the amount in a balance.	
	be capable of requiring the user to define amount to be paid towards each account type.	Yes				Payments will automatically be applied to each obligation based on the amount due this month and priority of the obligation to be paid. Any amount remaining after being applied to what is due will "Pay Ahead" an obligation. Although automatically applied, the user (based on a configurable switch) retains the ability to manually reallocate the amounts.	
ACCT-38	be capable of accommodating a confirmation/summary screen detailing:						
	• Offender name	Yes				Supervisor's Financial module includes an on screen confirmation of payments which includes the offenders name.	
	• BIN	Yes				Supervisor's Financial module includes an on screen confirmation of payments which includes bank identification number.	
	• Date of transaction	Yes				Supervisor's Financial module includes an on screen confirmation of payments which includes the date of the payment transaction.	
	• Amount to be applied to each account type	Yes				Supervisor's Financial module includes an on screen confirmation of payments which includes the amount applied to each account and obligation.	
	• Summary of card number format: *****1234 (with only last four numbers of card displayed).	Yes				Supervisor does not store credit card information but handles this via an interface to the clearing house system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
	• Cardholder name	Yes				Supervisor does not store credit card information, but handles this via an interface to the clearing house system. Supervisor contains special services collectively referred to as "Data Exchange Services," which are used to receive and send data via web services and other data transport mechanisms (e.g. file, direct DB connection, etc.). To implement these services we require data information which describes the protocol used to transmit the data and the documents that describe the data to be transmitted (i.e. Interface Control Documents and/or Data Dictionaries). Custom development of interfaces may be required depending on the final interface specifications. If this is one of the interfaces in our cost proposal then the cost is included in our cost proposal. If not, once the requirements are understood we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
ACCT-39	• Notification statement that credit card will be charged transaction fees in addition to amounts to be applied to listed accounts	Yes				Credit cards payment is an acceptable form of payment and thus included on all payment related screens (e.g. payment, ledger). Currently we do not handle credit card payment notifications. Once the requirements are understood, we can estimate this feature and fully implement this feature for the State if approved as an add-on.	
	• Acknowledgement check box requiring user to accept addition of transaction fees.	Yes				Supervisor does not support this, but will supply an enhancement for an acknowledgement check box requiring user to accept addition of transaction fees.	
ACCT-40	provide a submit button on confirmation / summary screen to process a payment.	Yes				Supervisor supports this functionality.	
ACCT-41	be capable of generating a printable receipt for user and the option to email receipt to user with the following included:	Yes				Supervisor allows for the printing and emailing of a receipt.	
	• Same elements as confirmation / summary screen; plus:	Yes				Supervisor's Financial module includes the ability to display and print a receipt for received payments.	
	• User email	Yes				Supervisor's Financial module can be modified to allow the ability to email a receipt to selected individuals (e.g. client, parties).	
	• User phone number	Yes				Supervisor's Financial module can be modified to include a primary phone number on the receipt of either the client or the point of contact within the agency.	
ACCT-42	• Transaction number and / or authorization generated from credit card processing.	Yes				Supervisor currently includes transaction information on receipts and can be modified to include credits card information.	
	be capable of emailing a copy of receipt to NPP Fiscal.	Yes				Supervisor's Financial module can be modified to allow the ability to email a receipt to selected individuals (e.g. including the NPP Fiscal contact).	
ACCT-43	be capable of accommodating the fiscal rule that restitution payments submitted by credit card may not be paid to the victims for 180 days (Payment dispute window).	Yes				Payment release dates can be set for each payment type.	

**Additional Information for Consideration related to ACCT 1-9**

- be capable of having all currency fields display 2 decimal places, a comma and '\$'
- be capable of reverting any rejected item to the previous owner
- be capable of manually billing supervision fees if the automatic system fails
- be capable of having the victim's name and addresses fields comply with State Controller's requirements

be capable of ensuring city, state and zip codes are accurate according to the USPS  
 be capable of merging victim accounts together and adjusting all associated records

**Additional Information for Consideration related to ACCT 10-16**

be capable of accommodating ten Command offices for deposit locations and the ability to add new offices

**Additional Information for Consideration related to ACCT 17-21**

be capable of not allowing any payments from a victims account until setup is complete  
 be capable of adjustment for bringing back already processed victim's payments

**Additional Information for Consideration related to ACCT 22-27**

be capable of not allowing any adjustments to a victims account until setup is complete  
 be capable of not allowing any adjustment to restitution if a victim's payment is in process except for deposit adjustments  
 be capable of not allowing any adjustment on any account if an adjustment is currently in process for that same account

**Additional Information for Consideration related to ACCT 28-42**

be capable of supporting field collection of credit card payments, including the ability to generate the payment receipt and distribute the receipt by field printer, email, or text message.

**Does the offered System currently provide for the following optional functionality desired by NPP?**

These services may be considered for future enhancement or initial deployment selection depending on total solution cost.

Req ID		Requirement Response				Response Explanation	Requirement Frequency and Solution or Proposal
		Yes	No	Yes	No		
OPT-1	Does the System provide the capability to enable authorized supervision case inputs (for example: check-in, updates, etc.) fromiosk type or mobile devices via a web-portal or mobile application?	Yes				Catalyst is an engagement and behavioral change platform that helps case managers maintain effective client relationships, enables timely communications and intervention, and promotes client self-management. Catalyst combines an administrative website for officers with an authenticated, secure smartphone app for clients. It's innovative technology and proven behavior change techniques delivers a new vision for supervision that supports client self management and accountability, and empowers rehabilitation.  Catalyst incorporates the three critical supervision services of Appointments, Messaging and Questionnaires to empower clients, increase accountability and change behavior. Unlike any other product on the market, Catalyst uses proven behavior change techniques including: personalization, positive reinforcement, frequent engagement, and the ability to engage the client's support network to empower client rehabilitation. An elevated level of communication is delivered through on-demand and scheduled interactions. Automated event notifications and reminders ensure clients are aware of their obligations and commitments, while required acknowledgements ensure clients are accountable for upcoming events. Catalyst's Secure Messaging and Questionnaires enables effective supervision that reinforces behavior change and compliance, while reducing case manager workload.	
OPT-1a	If the items under OPT-1 are available, can the functionality be provided as an "opt-in" module where individual offenders could elect to participate in the mobile / web application at their personal expense?	Yes				Catalyst can be rolled out as an "opt-in" module where individual clients could elect to participate in the use of Catalyst on a monthly or annual basis. We do not collect payments from clients, so the State would need to collect the payments and forward them on to us.	
OPT-2	For data storage: will the System support either self hosted (by DPS) data storage, or vendor hosted solutions? If yes, please provide a separate cost analysis for each hosting option.	Yes				Supervisor will support data storage either on premise or hosted.	
OPT-3	Is the vendor capable of providing dedicated technical support staff to the System? Dedicated staff would work solely on the DPS System during NPP business hours (Pacific time). If yes, please provide a separate cost analysis for both dedicated and non-dedicated staff support options.	Yes				Yes, TeamVIP can provide dedicated technical support staff. However, we are unable to provide a definitive cost without a better understanding of your technical support needs. Following contract award, we can meet with you to define your specific needs and provide an associated cost.	

## Attachment AA-2

1

Task Name	Duration	Start	Finish	Predecessor	Successors	Project Deliverable	January	February	March	April	May	June												
1 NV RMS - TeamVIP Deployment Plan	404 days	Mon 3/14/22	Thu 9/28/23				2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5
2 RMS Project Start	0 days	Mon 3/14/22	Mon 3/14/22		6,9,10,12,13,14,4,11,8,16,7								3/14											
3 Project and Product Management	399 days	Mon 3/14/22	Thu 9/21/23																					
4 Provide ongoing Project Management and Product Deployment Execution	399 days	Mon 3/14/22	Thu 9/21/23	2																				
5 Project Initiation (Plan)	25 days	Mon 3/14/22	Fri 4/15/22																					
6 Conduct Project Kick-off	0 days	Mon 3/14/22	Mon 3/14/22	2									3/14											
7 Jira / Confluence Setup	5 days	Mon 3/14/22	Fri 3/18/22	2																				
8 Environment Setup (AWS)	5 days	Mon 3/14/22	Fri 3/18/22	2																				
9 Review and Align PM Processes outlined in PM (conducting workshops)	25 days	Mon 3/14/22	Fri 4/15/22	2																				
10 Update and Review Project Management Plan	25 days	Mon 3/14/22	Fri 4/15/22	2																				
11 Update and Review Master Project Schedule	25 days	Mon 3/14/22	Fri 4/15/22	2																				
12 Establish and Review Deliverable Processes and Templates (DEDs/DADs)	25 days	Mon 3/14/22	Fri 4/15/22	2																				
13 Establish Sprint Package Format and Review/Gain Appro	25 days	Mon 3/14/22	Fri 4/15/22	2																				
14 Review Performance Reporting Highlighted in Sprint Packages	25 days	Mon 3/14/22	Fri 4/15/22	2	22,23,24,25,26,27,28,29,30																			
15 Deliverables	25 days	Mon 3/14/22	Fri 4/15/22																					
16 DEL-01 Project Management Plan	25 days	Mon 3/14/22	Fri 4/15/22	2		Yes																		
17 DEL-03 Integrated Master Schedule (IMS)	25 days	Mon 3/14/22	Fri 4/15/22	2		Yes																		
18 DEL-05 Solution Migration Plan	25 days	Mon 3/14/22	Fri 4/15/22	2		Yes																		
19 DEL-09 Test and Evaluation Master Plan	25 days	Mon 3/14/22	Fri 4/15/22	2		Yes																		
20 DEL-11 Requirements Verification and Traceability Matrix (RVTM)	25 days	Mon 3/14/22	Fri 4/15/22	2		Yes																		
21 Sprint 0 - Planning and Installation	35 days	Mon 4/18/22	Fri 6/3/22																					
22 Develop Business Proactive Analysis and User Story Development	35 days	Mon 4/18/22	Fri 6/3/22	14																				
23 Conduct Data Conversion Kickoff	35 days	Mon 4/18/22	Fri 6/3/22	14																				
24 Develop Conversion Scope Document	35 days	Mon 4/18/22	Fri 6/3/22	14																				
25 Capture Legacy Data Mapping	35 days	Mon 4/18/22	Fri 6/3/22	14																				
26 Initialize Integration Round 1 - (NOTIS, DONIS, CONTROLLER)	35 days	Mon 4/18/22	Fri 6/3/22	14																				
27 Gather Round 1 Requirements and Design	35 days	Mon 4/18/22	Fri 6/3/22	14																				
28 Conduct Sprint 1 Planning Ceremony	35 days	Mon 4/18/22	Fri 6/3/22	14																				
29 Develop Base Configuration - Supervisor Client	35 days	Mon 4/18/22	Fri 6/3/22	14																				
30 Conduct Backlog Refinement Workshop	35 days	Mon 4/18/22	Fri 6/3/22	14																				
31 Upload Final/Approved Backlog to JIRA	35 days	Mon 4/18/22	Fri 6/3/22	14																				
32 Supervisor Functional Overview	35 days	Mon 4/18/22	Fri 6/3/22	14																				
33 Deliverables	35 days	Mon 4/18/22	Fri 6/3/22																					
34 DEL-02 Solution Requirements Specifications (SRS)	35 days	Mon 4/18/22	Fri 6/3/22	14		Yes																		
35 DEL-06 Solution Design Document	35 days	Mon 4/18/22	Fri 6/3/22	14		Yes																		
36 DEL-07 Configuration Management Plan	35 days	Mon 4/18/22	Fri 6/3/22	14	37	Yes																		
37 Develop and Submit Sprint Package 0 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 6/3/22	Fri 6/3/22	36	40,41,42,43,44,45,46,47,55																			
38 Sprint 1 - Stage 1 - Data collection/Business Process and Base Config	20 days	Mon 6/6/22	Fri 7/1/22																					
39 Sprint Planning Review/Refinement Ceremony	20 days	Mon 6/6/22	Fri 7/1/22	37																				
40 Develop Business Proactive Analysis and User Story Development	20 days	Mon 6/6/22	Fri 7/1/22	37																				
41 Conduct Data Conversion Kickoff	20 days	Mon 6/6/22	Fri 7/1/22	37																				
42 Develop Conversion Scope Document	20 days	Mon 6/6/22	Fri 7/1/22	37																				

ID	Task Name	Duration	Start	Finish	Predecessor	Successors	Project Deliverable	January	February	March	April	May	June											
43	Capture Legacy Data Mapping	20 days	Mon 6/6/22	Fri 7/1/22	37			2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5
44	Initialize Integration Round 1 (NOTIS, DONS, CONTROLLER)	20 days	Mon 6/6/22	Fri 7/1/22	37																			
45	Gather Round 1 Requirements	20 days	Mon 6/6/22	Fri 7/1/22	37																			
46	Develop Round 1 Design	20 days	Mon 6/6/22	Fri 7/1/22	37																			
47	Develop Base Configuration Supervisor	20 days	Mon 6/6/22	Fri 7/1/22	37																			
48	Supervisor - Client Info	20 days	Mon 6/6/22	Fri 7/1/22	37																			
49	Supervisor - Assignment and Transfer	20 days	Mon 6/6/22	Fri 7/1/22	37																			
50	Supervisor - Common Info	20 days	Mon 6/6/22	Fri 7/1/22	37																			
51	Supervisor - Assessment and Caseplan	20 days	Mon 6/6/22	Fri 7/1/22	37																			
52	Supervisor - Case, Disposition/Sentencing	20 days	Mon 6/6/22	Fri 7/1/22	37																			
53	Supervisor - Supervision Info	20 days	Mon 6/6/22	Fri 7/1/22	37																			
54	Supervisor - Security	20 days	Mon 6/6/22	Fri 7/1/22	37																			
55	Supervisor - Financials	20 days	Mon 6/6/22	Fri 7/1/22	37																			
56	Catalyst - Configuration	20 days	Mon 6/6/22	Fri 7/1/22	37																			
57	Supervisor - Forms Workshop	20 days	Mon 6/6/22	Fri 7/1/22	37																			
58	Supervisor - Dashboard Workshop	20 days	Mon 6/6/22	Fri 7/1/22	37																			
59	Supervisor Core Team Training	20 days	Mon 6/6/22	Fri 7/1/22	37																			
60	Sprint Review/Retrospective	20 days	Mon 6/6/22	Fri 7/1/22	37																			
61	Deliverables	20 days	Mon 6/6/22	Fri 7/1/22	63																			
62	DEL-08 Database Design and Conversion Plan	20 days	Mon 6/6/22	Fri 7/1/22	37		Yes																	
63	DEL-10 Interface Design Document	20 days	Mon 6/6/22	Fri 7/1/22	37	64	Yes																	
64	Develop and Submit Sprint Package 1 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint - from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 7/1/22	Fri 7/1/22	63	66,67,68,69,70																		
65	Sprint 2 - Stage 2 - Data Collection/Business Process and Base Config	20 days	Mon 7/4/22	Fri 7/29/22																				
66	Integration Round 2 - (Spillman, Vine, Warrants, JLINK)	20 days	Mon 7/4/22	Fri 7/29/22	64																			
67	Integration Round 2 - Gather Requirements for Round 1 Development	20 days	Mon 7/4/22	Fri 7/29/22	64																			
68	Integration Round 2 - Develop Design Documents	20 days	Mon 7/4/22	Fri 7/29/22	64																			
69	Review Configuration	20 days	Mon 7/4/22	Fri 7/29/22	64																			
70	Data Conversion - Legacy Data Mapping (Stage 2)	20 days	Mon 7/4/22	Fri 7/29/22	64	71																		
71	Develop and Submit Sprint Package 2 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint - from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 7/29/22	Fri 7/29/22	70	73,74,75,76,77,78,79																		
72	Sprint 3 - Stage 1 - Final config, Initial Data conversion/Interface Development and Customizations	20 days	Mon 8/1/22	Fri 8/26/22																				
73	Configuration - Supervisor Dashboard	20 days	Mon 8/1/22	Fri 8/26/22	71																			
74	Configuration - Supervisor Forms	20 days	Mon 8/1/22	Fri 8/26/22	71																			
75	Data Conversion - Script Development	20 days	Mon 8/1/22	Fri 8/26/22	71																			
76	Integration Round 1 (NOTIS, DONS, CONTROLLER)	20 days	Mon 8/1/22	Fri 8/26/22	71																			
77	Integration Round 1 - Development	20 days	Mon 8/1/22	Fri 8/26/22	71																			
78	Customization Round#1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1)	20 days	Mon 8/1/22	Fri 8/26/22	71																			
79	Customization Round#1 Development and Design	20 days	Mon 8/1/22	Fri 8/26/22	71	80																		
80	Develop and Submit Sprint Package 3 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint - from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 8/26/22	Fri 8/26/22	79	82,83,84,85,86,87,88																		

ID	Task Name	Duration	Start	Finish	Predecessor	Successors	Project Deliverable	January	February	March	April	May	June												
81	Sprint 4 - Stage 2 - Data Conversion/Interface Development and Customizations Continued	20 days	Mon 8/29/22	Fri 9/23/22				2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5
82	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 )	20 days	Mon 8/29/22	Fri 9/23/22	80																				
83	Customization Round #2 - Gather Requirements for Round 1 Development	20 days	Mon 8/29/22	Fri 9/23/22	80																				
84	Customization Round #2 - Develop Design Documents	20 days	Mon 8/29/22	Fri 9/23/22	80																				
85	Data Conversion - Script Development	20 days	Mon 8/29/22	Fri 9/23/22	80																				
86	Data Conversion - Initial Data Load	20 days	Mon 8/29/22	Fri 9/23/22	80																				
87	Integration Round#1 - (NOTIS, DONS, CONTROLLER) - Development	20 days	Mon 8/29/22	Fri 9/23/22	80																				
88	Integration Round#2 - (Spillman, Vine, Warrants, JLINK)	20 days	Mon 8/29/22	Fri 9/23/22	80	89																			
89	Develop and Submit Sprint Package 4 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 9/23/22	Fri 9/23/22	88	91,92,93,94,95,96																			
90	Sprint 5 - Stage 3 - Data Conversion/Interface Development and Customizations Continued	20 days	Mon 9/26/22	Fri 10/21/22																					
91	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Development	20 days	Mon 9/26/22	Fri 10/21/22	89																				
92	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Development	20 days	Mon 9/26/22	Fri 10/21/22	89																				
93	Data Conversion - Script Development	20 days	Mon 9/26/22	Fri 10/21/22	89																				
94	Data Conversion - Initial Data Load	20 days	Mon 9/26/22	Fri 10/21/22	89																				
95	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1)	20 days	Mon 9/26/22	Fri 10/21/22	89																				
96	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 )	20 days	Mon 9/26/22	Fri 10/21/22	89	97																			
97	Develop and Submit Sprint Package 5 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 10/21/22	Fri 10/21/22	96	99,100,101,102,103,104																			
98	Sprint 6 - Stage 4 - Data Conversion/Interface Development and Customizations Continued	20 days	Mon 10/24/22	Fri 11/18/22																					
99	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Development	20 days	Mon 10/24/22	Fri 11/18/22	97																				
100	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Development	20 days	Mon 10/24/22	Fri 11/18/22	97																				
101	Data conversion - Script Development	20 days	Mon 10/24/22	Fri 11/18/22	97																				
102	Data Conversion - Initial Data Load Review	20 days	Mon 10/24/22	Fri 11/18/22	97																				
103	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1)	20 days	Mon 10/24/22	Fri 11/18/22	97																				
104	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 )	20 days	Mon 10/24/22	Fri 11/18/22	97	105																			
105	Develop and Submit Sprint Package 6 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 11/18/22	Fri 11/18/22	104	107,108,109,110,111,112																			
106	Sprint 7 - Stage 5 - Data Conversion/Interface Development and Customizations Continued	20 days	Mon 11/21/22	Fri 12/16/22																					
107	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Testing	20 days	Mon 11/21/22	Fri 12/16/22	105																				

ID	Task Name	Duration	Start	Finish	Predecessor	Successors	Project Deliverable	January	February	March	April	May	June												
							2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	
108	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Development	20 days	Mon 11/21/22	Fri 12/16/22	105																				
109	Data Conversion - Script Development	20 days	Mon 11/21/22	Fri 12/16/22	105																				
110	Data Conversion - Initial Data Load Review	20 days	Mon 11/21/22	Fri 12/16/22	105																				
111	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) -	20 days	Mon 11/21/22	Fri 12/16/22	105																				
112	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) -	20 days	Mon 11/21/22	Fri 12/16/22	105	113																			
113	Develop and Submit Sprint Package 7 (RTM (current Sprint - JIRA), Conv Report/Results (If applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 12/16/22	Fri 12/16/22	112	115,116,117,118,119,120																			
114	Sprint 8 - Stage 6 - Data Conversion/Interface Development and Customizations Continued	20 days	Mon 12/19/22	Fri 1/13/23																					
115	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Test	20 days	Mon 12/19/22	Fri 1/13/23	113																				
116	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Development	20 days	Mon 12/19/22	Fri 1/13/23	113																				
117	Data Conversion - Script Development	20 days	Mon 12/19/22	Fri 1/13/23	113																				
118	Data Conversion - Initial Data Load Review	20 days	Mon 12/19/22	Fri 1/13/23	113																				
119	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) -	20 days	Mon 12/19/22	Fri 1/13/23	113																				
120	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) - Develop	20 days	Mon 12/19/22	Fri 1/13/23	113	121																			
121	Develop and Submit Sprint Package 8 (RTM (current Sprint - JIRA), Conv Report/Results (If applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 1/13/23	Fri 1/13/23	120	123,124,125,126,127,128																			
122	Sprint 9 - Stage 7 - Data Conversion/Interface Development and Customizations Continued	25 days	Mon 1/16/23	Fri 2/17/23																					
123	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Test	25 days	Mon 1/16/23	Fri 2/17/23	121																				
124	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Testing	25 days	Mon 1/16/23	Fri 2/17/23	121																				
125	Data Conversion - Script Development	25 days	Mon 1/16/23	Fri 2/17/23	121																				
126	Data Conversion - Initial Data Load Review	25 days	Mon 1/16/23	Fri 2/17/23	121																				
127	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1)n -	25 days	Mon 1/16/23	Fri 2/17/23	121																				
128	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) -	25 days	Mon 1/16/23	Fri 2/17/23	121	129																			
129	Develop and Submit Sprint Package 9 (RTM (current Sprint - JIRA), Conv Report/Results (If applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 2/17/23	Fri 2/17/23	128	131,132,133,134,135,136,1																			
130	Sprint 10 - Stage 8 - Data Conversion/Interface Development and Customizations Continued	20 days	Mon 2/20/23	Fri 3/17/23																					
131	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Test	20 days	Mon 2/20/23	Fri 3/17/23	129																				
132	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Testing	20 days	Mon 2/20/23	Fri 3/17/23	129																				
133	Data Conversion - Script Development	20 days	Mon 2/20/23	Fri 3/17/23	129																				
134	Data Conversion - 1st Data Load	20 days	Mon 2/20/23	Fri 3/17/23	129																				
135	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) -	20 days	Mon 2/20/23	Fri 3/17/23	129																				
136	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) -	20 days	Mon 2/20/23	Fri 3/17/23	129																				

ID	Task Name	Duration	Start	Finish	Predecessor	Successors	Project Deliverable	January	February	March	April	May	June												
137	Deliverables	20 days	Mon 2/20/23	Fri 3/17/23				2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5
138	DEL-04 Database Design Document	20 days	Mon 2/20/23	Fri 3/17/23	129		Yes																		
139	Develop and Submit Sprint Package 10 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Fri 3/17/23	Fri 3/17/23	129	141,142,143,144,145,146,1																			
140	Sprint 11 - Stage 9 - Data Conversion/Interface Development and Customizations Continued	20 days	Fri 3/17/23	Thu 4/13/23																					
141	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Test	20 days	Fri 3/17/23	Thu 4/13/23	139																				
142	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - testing	20 days	Fri 3/17/23	Thu 4/13/23	139																				
143	Data Conversion - Script Development	20 days	Fri 3/17/23	Thu 4/13/23	139																				
144	Data Conversion - 2nd Data Load Review	20 days	Fri 3/17/23	Thu 4/13/23	139																				
145	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) -	20 days	Fri 3/17/23	Thu 4/13/23	139																				
146	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) -	20 days	Fri 3/17/23	Thu 4/13/23	139																				
147	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) -	20 days	Fri 3/17/23	Thu 4/13/23	139	148																			
148	Develop and Submit Sprint Package 11 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Thu 4/13/23	Thu 4/13/23	147	150,151,152,153,154,155,1																			
149	Sprint 12 - Phase 1 - Integrated Conversion, Interface and Customization Validation	20 days	Fri 4/14/23	Thu 5/11/23																					
150	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Test	20 days	Fri 4/14/23	Thu 5/11/23	148																				
151	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Testing	20 days	Fri 4/14/23	Thu 5/11/23	148																				
152	Data Conversion - Script Development	20 days	Fri 4/14/23	Thu 5/11/23	148																				
153	Data Conversion - 2nd Data Load Review	20 days	Fri 4/14/23	Thu 5/11/23	148																				
154	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) -	20 days	Fri 4/14/23	Thu 5/11/23	148																				
155	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) - Rework	20 days	Fri 4/14/23	Thu 5/11/23	148																				
156	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) -	20 days	Fri 4/14/23	Thu 5/11/23	148	159																			
157	Deliverables	20 days	Fri 4/14/23	Thu 5/11/23																					
160	Sprint 13 - Phase 2 - Integrated Conversion, Interface and Customization Validation	20 days	Fri 5/12/23	Thu 6/8/23																					
161	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Test	20 days	Fri 5/12/23	Thu 6/8/23	159																				
162	Integration Round 2- (Spillman, Vine, Warrants, JLINK) - Testing	20 days	Fri 5/12/23	Thu 6/8/23	159																				
163	Data Conversion - Script Development	20 days	Fri 5/12/23	Thu 6/8/23	159																				
164	Data Conversion - 2nd Data Load Review	20 days	Fri 5/12/23	Thu 6/8/23	159																				
165	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1) - Testing/Rework	20 days	Fri 5/12/23	Thu 6/8/23	159																				
166	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) -	20 days	Fri 5/12/23	Thu 6/8/23	159	167																			

ID	Task Name	Duration	Start	Finish	Predecessor	Successor/s	Project Deliverable	January	February	March	April	May	June												
167	Develop and Submit Sprint Package 13 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Thu 6/8/23	Thu 6/8/23	166	169,170,171,172,173,174		2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5
168	Sprint 14 - Phase 3 - Integrated Conversion, Interface and Customization Validation	20 days	Fri 6/9/23	Thu 7/6/23																					
169	Integration Round 1- (NOTIS, DONS, CONTROLLER) - Test	20 days	Fri 6/9/23	Thu 7/6/23	167																				
170	Integration Round 2- (Spillman, Vine, Warrants, JUNK) - Testing	20 days	Fri 6/9/23	Thu 7/6/23	167																				
171	Data Conversion - Script Development	20 days	Fri 6/9/23	Thu 7/6/23	167																				
172	Data Conversion - 2nd Data Load Review	20 days	Fri 6/9/23	Thu 7/6/23	167																				
173	Customization Round #1 (Requirements - PSINP-5, SINP-16, WPROC-4, PPROC-3, Pers-1, DINP-1, ST-1)	20 days	Fri 6/9/23	Thu 7/6/23	167																				
174	Customization Round #2 ( Requirements -ACCT-4 , ACT 16 , ACT-26 , ACCT-38 , ACCT-40 , ACCT-41 ) - Testing	20 days	Fri 6/9/23	Thu 7/6/23	167	175																			
175	Develop and Submit Sprint Package 14 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Thu 7/6/23	Thu 7/6/23	174	177,178,179,181,183,184,1																			
176	Sprint 15 - Final Conversion and Functionality Validation	20 days	Fri 7/7/23	Thu 8/3/23																					
177	Conduct Final Conversion Validation using Full Functionality	20 days	Fri 7/7/23	Thu 8/3/23	175																				
178	Provide Conversion Summary Results	20 days	Fri 7/7/23	Thu 8/3/23	175																				
179	Initiate UAT environment setup	20 days	Fri 7/7/23	Thu 8/3/23	175																				
180	Deliverables	20 days	Fri 7/7/23	Thu 8/3/23																					
186	Sprint 16 - User Acceptance Testing (UAT)	20 days	Fri 8/4/23	Thu 8/31/23																					
187	Initiate Environment Setup for UAT	20 days	Fri 8/4/23	Thu 8/31/23	185																				
188	Conduct UAT walkthrough with Testers	20 days	Fri 8/4/23	Thu 8/31/23	185																				
189	Support at (2-weeks)	20 days	Fri 8/4/23	Thu 8/31/23	185																				
190	Complete Fix and Retesting	20 days	Fri 8/4/23	Thu 8/31/23	185																				
191	Deliverables	20 days	Fri 8/4/23	Thu 8/31/23																					
192	DEL-17 Test Report	20 days	Fri 8/4/23	Thu 8/31/23	185		Yes																		
193	DEL-20 Solution Performance Report	20 days	Fri 8/4/23	Thu 8/31/23	185	194	Yes																		
194	Develop and Submit Sprint Package 16 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Thu 8/31/23	Thu 8/31/23	193	196,197,198,199,201,202																			
195	Sprint 17 - Train the Trainer (TtT)	20 days	Fri 9/1/23	Thu 9/28/23																					
196	Initiate Environment Setup for TtT and Materials	20 days	Fri 9/1/23	Thu 9/28/23	194																				
197	Conduct TtT walkthrough with Trainer	20 days	Fri 9/1/23	Thu 9/28/23	194																				
198	Execute TtT (4 sessions)	20 days	Fri 9/1/23	Thu 9/28/23	194																				
199	Consolidate Results	20 days	Fri 9/1/23	Thu 9/28/23	194																				
200	Deliverables	20 days	Fri 9/1/23	Thu 9/28/23																					
201	DEL-15 Training Materials	20 days	Fri 9/1/23	Thu 9/28/23	194		Yes																		
202	DEL-18 User Manuals	20 days	Fri 9/1/23	Thu 9/28/23	194	203	Yes																		
203	Develop and Submit Sprint Package 17 (RTM (current Sprint - JIRA), Conv Report/Results (if applicable), Updated User Stories (current Sprint- from JIRA), Execution Results of Testing (current Sprint - from JIRA), Final Testing Report (JIRA))	0 days	Thu 9/28/23	Thu 9/28/23	202	204																			
204	End Project	0 days	Thu 9/28/23	Thu 9/28/23	203																				

## ATTACHMENT BB – INSURANCE SCHEDULE

### **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 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, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:  
"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### **2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.

- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**3. Technology E&O/Professional Liability**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

- a. In the event that the professional 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 that 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.

**4. Network Security (Cyber) and Privacy Liability**

Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

**B. ADDITIONAL INSURANCE REQUIREMENTS:**

The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:**

Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

Nevada Parole & Probation  
Tom Blanchard  
tblanchard@dps.state.nv.us  
1445 Old Hot Springs Road, Ste 104  
Carson City NV, 89703

Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:**

Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Nevada Parole & Probation  
Tom Blanchard  
tblanchard@dps.state.nv.us  
1445 Old Hot Springs Road, Ste 104  
Carson City NV, 89703

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance

policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

**F. SUBCONTRACTORS:**

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:**

Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## MASTER SUBSCRIPTION AGREEMENT

This Agreement is a part of, incorporates by reference, and is subject to the terms and conditions of Master Agreement No. AR3116 and the Participating Addendum between the State of Nevada, Department of Administration, Purchasing Division and Visionary Integrations Professionals, LLC, effective as of October 26, 2021.

THIS AGREEMENT GOVERNS YOUR USE OF CFIVE SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A GOVERNMENT AGENCY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ANY OTHER PERSON OR ENTITY YOU ENABLE TO USE OR ACCESS THE CFIVE SERVICES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO EACH SUCH ENTITY AND ITS USERS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE CFIVE SERVICES.

### 1. DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 10% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement as it may be modified from time to time including, without limitation, by Our posting updates to [www.cfive.com/support](http://www.cfive.com/support) or emailing You an amendment or updated version of this document.

**"cFive Services"** means the products and services that are ordered by You under an Order Form or provided to You otherwise, and made available online by Us, including associated cFive mobile components, as described in the User Guide. "cFive Services" exclude Content.

**"Content"** means information obtained by cFive from publicly available sources and/or third parties and made available to You through the cFive Services or pursuant to an Order Form, as more fully described in the Documentation.

**"Documentation"** means the applicable cFive Services documentation, and its usage guides and policies and the User Guide, as updated from time to time (including without limitation by emailing You updates, accessible via cFive Connect or login to the applicable Service.

**"Malicious Code"** means code, files, scripts, agents or programs that cause harm, including, without limitation, viruses, worms, time bombs and Trojan horses.

**"Order Form"** means an ordering document or online order specifying the cFive Services to be provided hereunder entered into between You and Us, including any addenda and supplements thereto.

**"User"** means an individual who is authorized by You to use any cFive Services in accordance with this Agreement, the Documentation and an Order Form (if applicable), or for whom You have purchased a subscription, and to whom You have supplied a user identification and password (for cFive Services

utilizing authentication).

**"User Guide"** means the user guide delivered by cFive to You, as updated from time to time (including without limitation by Our posting updates to or emailing You updates).

**"We," "Us" or "Our"** means cFive Solutions, Inc.

**"You" or "Your"** means the government agency or other legal entity or User for which you are accepting this Agreement, and Affiliates of that government agency or entity which have signed Order Forms.

**"Your Data"** means all electronic data and information submitted by You to the cFive Services.

## **2. OUR RESPONSIBILITIES**

**2.1. Provision of Purchased cFive Services.** We will (a) make the cFive Services and Content available to You pursuant to this Agreement and the applicable Order Form(s), (b) provide applicable cFive standard support for the cFive Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online cFive Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service or other third party provider failure or delay, or denial of service attack.

**2.2. Our Personnel.** We will be responsible for the performance of Our employees and their compliance with Our obligations under this Agreement, except as otherwise specified herein, the Documentation or an Order Form.

**2.3. Protection of Your Data.** We shall maintain physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data including those made available by Our services and/or technology providers. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the cFive Services or at Your request in connection with customer support matters.

## **3. USE OF CFIVE SERVICES AND CONTENT**

**3.1. Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) cFive Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

**3.2. Usage Limits.** cFive Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the cFive Services or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may only be reassigned to a new individual who is legally bound by this Agreement and replacing one who will no longer use the cFive Services or Content. If You exceed the contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You exceed the contractual usage limit, You will execute an Order Form for additional quantities of the applicable cFive Services or Content immediately upon Our request, and/or pay any invoice for

excess usage in accordance with Section 5.2 (Invoicing and Payment).

**3.3. Your Responsibilities.** You will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) prevent unauthorized access to or use of cFive services and Content using your login credentials, and notify Us immediately of any such unauthorized access or use, and (d) use the cFive Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and regulations.

**3.4. Usage Restrictions.** You will not (a) make any cFive Services or Content available to, or use any cFive Services or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any cFive Services or Content, or include any cFive Services or Content in a service bureau or online or other offering or product, (c) use cFive Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (d) use cFive Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any cFive Services or third-party data contained therein, (f) attempt to gain unauthorized access to any cFive Services or Content or systems or networks, (g) permit access to or use of any cFive Services or Content that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as expressly permitted under this Agreement, an Order Form, or the Documentation, (h) copy cFive Services or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any cFive Services or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access cFive Services or Content to build a competitive product or service or to benchmark with a third party product or service, or (l) reverse engineer cFive Services. Any use of the cFive Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the cFive Services.

**3.5. Removal of Content.** If We are required by a third party to remove Content or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and You will then immediately remove such Content from Your systems. If You do not take required action as required above, We may disable the applicable Content or your access to the cFive Services until the potential violation is resolved.

#### **4. INTEGRATION**

**4.1. Integration with Third Party Applications/Technology.** The cFive Services may contain features designed to interoperate with third party applications and/or technology. To use such features, You may be required to obtain access to such third party applications and/or technology from their providers, and may be required to grant Us access to Your account(s) for such third party applications and/or technology. We cannot guarantee the continued availability of such third-party applications or technology and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a third-party application or technology ceases to make same available for interoperation with the corresponding cFive Services features in a manner acceptable to Us.

#### **5. FEES AND PAYMENT FOR PURCHASED CFIVE SERVICES**

- 5.1. Fees.** You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on cFive Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 5.2. Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document acceptable to Us. We will invoice You in advance and otherwise in accordance with the Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 5.3. Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).
- 5.4. Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 12.2 (Manner of Giving Notice) for billing notices, before suspending services to You for billing issues.
- 5.5. Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) above solely to the extent You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute as determined by Us.
- 5.6. Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our taxable income.
- 5.7. Future Functionality.** Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

## **6. PROPRIETARY RIGHTS AND LICENSES**

- 6.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We reserve all of Our right, title and interest in and to the cFive Services and Content, including all of Our intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 6.2. Access to and Use of Content.** You have the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- 6.3. License to Host Your Data and Applications.** You grant Us, Our Affiliates and applicable

contractors a worldwide, limited-term license to host, copy, transmit and display Your Data, as necessary for Us to provide the cFive Services in accordance with this Agreement. Subject to the licenses granted herein, We acquire no right, title or interest from You under this Agreement in or to any of Your Data.

**6.4. License to Use Feedback.** You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our services.

**6.5. Federal Government End Use Provisions.** We provide the cFive Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the cFive Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

## **7. CONFIDENTIALITY**

**7.1. Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the cFive Services and Content (other than such Content as is expressly made publicly available from third parties without any restriction on further use); as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by Us or Our Affiliates. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**7.2.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. No party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliates, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, We may disclose the terms of this

Agreement and any applicable Order Form to a subcontractor to the extent We determine it is necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

- 7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

- 8.1. Representations.** Each party represents that it has validly entered into this Agreement, has the legal power to do so and such Agreement is binding and enforceable against it.
- 8.2. Our Warranties.** We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) the cFive Services will perform materially in accordance with the applicable Documentation, and (c) subject to the other provisions of this Agreement, We will not materially decrease the overall functionality of the cFive Services. For any breach of a warranty above, Your exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
- 8.3. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER WE NOR ANY AFFILIATE MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA /FREE TRIALC FIVE SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY REPRESENTATION, WARRANTY OR OBLIGATION ON OUR PART WHATSOEVER. WE DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTIES.

## **9. MUTUAL INDEMNIFICATION**

- 9.1. Indemnification by Us.** We will defend You and hold You harmless against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any cFive Services created by Us infringe or misappropriate such third party's United States published patents, copyrights, trademarks or trade secrets (a "Claim Against You"), and will indemnify You from any damages, reasonable attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to the cFive Services, We may in Our discretion and at no cost to

You (i) modify the applicable cFive Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under “Warranties” above, (ii) obtain a license for Your continued use of the applicable cFive Services in accordance with this Agreement, or (iii) terminate Your subscriptions for the applicable cFive Services upon 30 days’ written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. Notwithstanding anything herein to the contrary, the above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, or Your use of the cFive Services in violation of this Agreement, the Documentation or applicable Order Forms or as a result of the combination of cFive Services with third party services or products.

9.2.

[REDACTED]

**9.3. Exclusive Remedy.** This Section 9 states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section 9.

[REDACTED]

10.1.

[REDACTED]

## 11. TERM AND TERMINATION

**11.1. Term of Agreement.** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

**11.2. Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term, unless We provide You notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our then applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any cFive Services has decreased from the prior term will result in re-pricing at renewal

without regard to the prior term's per-unit pricing.

**11.3. Termination.** A party may terminate this Agreement (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period (any payment breach by You is deemed to be a material breach of this Agreement), or (ii) without notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**11.4. Refund or Payment upon Termination.** Upon any termination pursuant to Section 11.3 by You, We shall refund You any prepaid fees pro-rated solely for the remainder of the term described in any applicable Order Form of all applicable subscriptions terminated after the effective date of termination, and after such effective date of termination We shall not be required to provide any further cFive Services to You. Upon any termination pursuant to Section 11.3 by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination, and after such effective date of termination We shall not be required to provide any further cFive Services to You. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**11.5. Your Data Portability and Deletion.** Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement so long as You are in compliance with the terms of this Agreement, the Documentation and each Order Form, We will make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any of Your Data, and as provided in the Documentation may thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

**11.6. Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Customer Data Portability and Deletion," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

## 12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

**12.1. General.** Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and which courts have sole and exclusive jurisdiction over any such dispute or lawsuit are set forth below.

You are contracting with:	Notices should be addressed to:		
cFive Solutions, Inc. a California Corporation	17852 E Seventeenth St, Suite 205 Tustin, CA 92780 Attention: Contract Administrator, <a href="mailto:contractadmin@cfive.com">contractadmin@cfive.com</a>		

**12.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the

second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant cFive Services system administrator designated by You.

### 13. GENERAL PROVISIONS

**13.1. Export Compliance.** The cFive Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. You represent that You are not named on any U.S. government denied-party list. You shall not permit Users to access or use any cFive Services or Content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. or other export law or regulation.

**13.2. Anti-Corruption.** You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our US at [contractadmin@cfive.com](mailto:contractadmin@cfive.com).

**13.3.**

A large rectangular area of the document is completely redacted with a solid black box, obscuring the text of section 13.3.

**13.4. Assignment.** You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**13.5. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**13.6. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right

**13.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**13.8. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement

Attachment DD

State of Nevada

Implementation Services

WINN-RECURRING COSTS			
Project Start: 3/14/2022	Spent Target	Payment Date	1/28 Revised Pricing
Project Initiation	4/30/2022	Upon NPP Acceptance	\$17,886
<ul style="list-style-type: none"> <li>DE 1-01 Project Management Plan</li> <li>DE 1-02 Integration Master Schedule (IMS)</li> <li>DE 1-03 Solution Migration Plan</li> <li>DE 1-04 Test and Evaluation Master Plan</li> <li>DE 1-05 Requirements Verification and Traceability Matrix (RVTM)</li> </ul>			
Sprint 0, Month 1	5/30/2022	Upon NPP Acceptance	\$41,633
<ul style="list-style-type: none"> <li>Develop and Submit Sprint Package 0 (DE 1-01 Current Sprint - IMS, Core Report/Results is applicable, Updated User Manual (Current Sprint - from IRAL, Execution Results of Testing Current Sprint - from IRAL, Initial Testing Report (IRAL))</li> </ul>			
Sprint 0, Month 2	6/30/2022	Upon NPP Acceptance	\$41,633
<ul style="list-style-type: none"> <li>DE 1-06 Solution Requirements Specifications (SRS)</li> <li>DE 1-06 Solution Design Document</li> <li>DE 1-07 Configuration Management Plan</li> </ul>			
Sprint 1	7/30/2022	Upon NPP Acceptance	\$77,814
<ul style="list-style-type: none"> <li>Develop and Submit Sprint Package 1</li> <li>DE 1-08 Database Design and Construction Plan</li> <li>DE 1-10 Interface Design Document</li> </ul>			
Sprint 2	8/30/2022	Upon NPP Acceptance	\$77,814
Develop and Submit Sprint Package 2			
Sprint 3	9/30/2022	Upon NPP Acceptance	\$77,814
Develop and Submit Sprint Package 3			
Sprint 4	10/30/2022	Upon NPP Acceptance	\$118,847
Develop and Submit Sprint Package 4			
Sprint 5	11/30/2022	Upon NPP Acceptance	\$118,847
Develop and Submit Sprint Package 5			
Sprint 6	12/30/2022	Upon NPP Acceptance	\$118,847
Develop and Submit Sprint Package 6			
Sprint 7	1/30/2023	Upon NPP Acceptance	\$118,847
Develop and Submit Sprint Package 7			
Sprint 8	2/28/2023	Upon NPP Acceptance	\$129,867
Develop and Submit Sprint Package 8			
Sprint 9	3/30/2023	Upon NPP Acceptance	\$129,867
Develop and Submit Sprint Package 9			
Sprint 10	4/30/2023	Upon NPP Acceptance	\$129,867
<ul style="list-style-type: none"> <li>Develop and Submit Sprint Package 10</li> <li>DE 1-04 Database Design Document</li> </ul>			
Sprint 11	5/30/2023	Upon NPP Acceptance	\$129,867
Develop and Submit Sprint Package 11			
Sprint 12	6/30/2023	Upon NPP Acceptance	\$71,111
<ul style="list-style-type: none"> <li>Develop and Submit Sprint Package 12</li> <li>DE 1-11 Service Level Plan (SLP)</li> </ul>			
Sprint 13	7/30/2023	Upon NPP Acceptance	\$71,111
Develop and Submit Sprint Package 13			
Sprint 14	8/30/2023	Upon NPP Acceptance	\$71,111
Develop and Submit Sprint Package 14			
Sprint 15	9/30/2023	Upon NPP Acceptance	\$71,111
<ul style="list-style-type: none"> <li>Develop and Submit Sprint Package 15</li> <li>DE 1-12 System Data (Data Migration)</li> <li>DE 1-13 Training Plan</li> <li>DE 1-14 Data Management Plan</li> <li>DE 1-15 Continuity of Operations Plan (COOP)</li> </ul>			
Sprint 16	10/30/2023	Upon NPP Acceptance	\$60,165
<ul style="list-style-type: none"> <li>Develop and Submit Sprint Package 16</li> <li>DE 1-17 Test Report</li> <li>DE 1-20 Solution Performance Report</li> </ul>			
Sprint 17	11/30/2023	Upon NPP Acceptance	\$35,990
<ul style="list-style-type: none"> <li>Develop and Submit Sprint Package 17</li> <li>DE 1-15 Training Materials</li> <li>DE 1-18 User Manuals</li> </ul>			
TOTAL			\$1,719,145
Fiscal Year 1 (4/1/2022 to 6/30/2023)			
Fiscal Year 2 (7/1/2023 to 6/30/2024)			
Fiscal Year 3 (7/1/2024 to 6/30/2025)			
Total Services			

\$ 1,079,712.38 Total Time Spent

639.41181 Total Time Spent

UPDATED 01/26/22

Based on 4/1/2023, Start

Services			
Year 1-3 Months	Year 2	Year 3-6 Months	
4/1/2023 to 12/31/2023	1/1/2024 to 12/31/2024	1/1/2025 to 12/31/2025	
\$701,133	\$1,018,012	\$0	
Total			\$1,719,145

Based on 4/1/2023, Start

Services			
Year 1-3 Months	Year 2	Year 3-6 Months	
4/1/2023 to 12/31/2023	1/1/2024 to 12/31/2024	1/1/2025 to 12/31/2025	
\$701,133	\$1,018,012	\$0	
Total			\$1,719,145

AWS - Hosting Services

AWS Hosting			
3 Months / Year 1 Q2 - (4/1/22 - 6/30/22)	4/1/2022	\$21,008	
3 Months / Year 1 Q3 - (7/1/22 - 9/30/22)	7/1/2022	\$21,008	
3 Months / Year 1 Q4 - (10/1/22 - 12/31/22)	11/1/2022	\$21,008	
3 Months / Year 2 Q1 - (1/1/2023 - 3/31/2023)	1/1/2023	\$21,008	
3 Months / Year 2 Q2 - (4/1/23 - 6/30/23)	4/1/2023	\$32,005	
3 Months / Year 2 Q3 - (7/1/23 - 9/30/23)	7/1/2023	\$32,005	
3 Months / Year 2 Q4 - (10/1/23 - 12/31/23) * PROO	10/1/2023	\$68,790	
3 Months / Year 3 Q1 - (1/1/2024 - 3/30/2024)	1/1/2024	\$68,790	
3 Months / Year 3 Q2 - (4/1/2024 - 6/30/2024)	4/1/2024	\$68,790	
Total Services			\$349,087

Based on 4/1/2023, Start \* Original

AWS Hosting			
Year 1-3 Months	Year 2	Year 3-6 Months	
4/1/2023 to 12/31/2023	1/1/2024 to 12/31/2024	1/1/2025 to 12/31/2025	
\$21,008	\$32,005	\$68,790	
Total			\$121,803

Based on 4/1/2023, Start

AWS Hosting			
Year 1-3 Months	Year 2	Year 3-6 Months	
4/1/2023 to 12/31/2023	1/1/2024 to 12/31/2024	1/1/2025 to 12/31/2025	
\$21,008	\$32,005	\$68,790	
Total			\$121,803

4/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 3/31/2024
\$63,025	\$153,809	\$68,790
	Total	\$285,625

4/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 6/30/2024
\$63,025	\$153,809	\$132,152
	Total	\$348,987

SaaS Costs	
3 Months / Year 1 Q1 (4/1/22 - 6/30/22)	4/1/2022 \$79,790
3 Months / Year 1 Q2 (7/1/22 - 9/30/22)	7/1/2022 \$79,790
3 Months / Year 1 Q3 (10/1/22 - 12/31/22)	1/1/2023 \$79,790
3 Months / Year 2 Q1 (1/1/2023 - 3/31/2023)	1/1/2023 \$79,790
3 Months / Year 2 Q2 (4/1/23 - 6/30/23)	4/1/2023 \$79,790
3 Months / Year 2 Q3 (7/1/23 - 9/30/23)	7/1/2023 \$79,790
3 Months / Year 2 Q4 (10/1/23 - 12/31/23) * PROD	11/1/2023 \$227,599
3 Months / Year 3 Q1 (1/1/2024 - 3/30/2024)	1/1/2024 \$227,599
3 Months / Year 3 Q2 (3/1/2024 - 6/30/2024)	4/1/2024 \$188,877

\$933,935	March Contract	* Original
\$1,120,024	March Contract	* Updated

Based on 4/1/2023 Start			
SaaS			
Year 1-9 Months	Year 2	Year 3-6 Months	
4/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 3/31/2024	4/1/2024 to 6/30/2024
\$239,368	\$466,967	\$227,599	
	Total \$	\$933,935	

Based on 4/1/2023 Start			
SaaS			
Year 1-9 Months	Year 2	Year 3-6 Months	
4/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 3/31/2024	4/1/2024 to 6/30/2024
\$239,368	\$466,967	\$413,689	
	Total	\$1,120,024	

TOTAL	1	1/1/2023 to 12/31/2023	1/1/2024 to 3/31/2024	1/1/2024 to 6/30/2024
		\$1,003,527	\$1,638,789	\$545,941
		Total	\$3,188,257	

Total Services / AWS Hosting / SaaS	
Total Services / AWS Hosting / SaaS	

Total			
Year 1-9 Months	Year 2	Year 3-6 Months	
4/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 3/31/2024	4/1/2024 to 6/30/2024
\$1,003,527	\$1,638,789	\$296,380	

Total Services / AWS Hosting / SaaS	
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Total			
Year 1-9 Months	Year 2	Year 3-6 Months	
4/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 3/31/2024	4/1/2024 to 6/30/2024
\$1,003,527	\$1,638,789	\$545,941	

Contract 19 quarters Total	\$1,188,257
Original Pricing March 2020 (8 quarters)	\$1,995,629
Difference	\$188,627

TOTAL	\$3,188,257
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# Merchant Application & Agreement

Sales Agent Name:

Sales Agent ID#:

MCC Code:

Acquiring Bank Disclosure (Internal Use Only)

Citizens Bank, N.A.  
One Citizens Plaza,  
Providence, RI 02903  
(401) 456-7096

Processor Disclosure	Member Bank Responsibilities	Important Merchant Responsibilities
<p>NCR Payment Solutions, LLC, 864 Spring Street, Atlanta, Georgia 30308 ("NCR" or "Processor") will act as payment processor for the Merchant in connection with Transactions under the Agreement, except for Discover Network and American Express (OptBlue) card transactions where NCR will act as Merchant's acquirer. Notwithstanding the foregoing, where the Merchant is boarded on the TSYS platform, NCR will act as payment processor for Merchant in connection with Transactions under the Agreement, except for American Express (OptBlue) card transactions, where TSYS will act as acquirer and processor, and Discover Network card transactions, where TSYS will act as processor and NCR will act as acquirer.</p>	<ol style="list-style-type: none"><li>1. The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Merchant.</li><li>2. The Bank must be a principle (signer) to the Merchant Agreement.</li><li>3. The Bank is responsible for educating Merchants on pertinent Operating Rules which Merchants must comply; this information may be provided to you by Processor.</li><li>4. The Bank is responsible for and must provide settlement funds to the Merchant.</li><li>5. The Bank is responsible for all funds held in reserve.</li></ol>	<ol style="list-style-type: none"><li>1. Ensure compliance with cardholder data security and storage requirements.</li><li>2. Maintain fraud and chargebacks below Payment Network thresholds.</li><li>3. Review and understand the terms of the Merchant Agreement.</li><li>4. Comply with Operating Rules.</li><li>5. Retain a signed copy of this Disclosure Page.</li></ol> <p>The responsibilities listed above do not supersede the terms of the Agreement (as defined below) and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant have any problems.</p>



Merchant's Signature

Date

# Merchant Application & Agreement

## Merchant Business Information

Legal Name ("Merchant")		Merchant DBA or Trade Name		Federal Tax ID
Legal Address		City	State	Zip Code
DBA / Location Address (P.O. Boxes not allowed)		City	State	Zip Code
DBA Phone Number:	Fax	Company Website (URL):		

## Contact Information (select all that apply):

Account Maintenance

Statements

PCI DSS

Chargebacks

Name	email	Phone
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## Business Type

Individual/Sole Proprietor		Corporation Private	Corporation Publicly Traded	Non-Profit	Partnership	Government	LLC	STATE
Years in business:	Length Owned: Years:      Months:	Any prior bankruptcies? Business:      Yes      No		If Yes, when was the Filing Date?	Personal Bankruptcy Yes      No		If Yes, when was the Filing Date?	
Does this location currently take AMERICAN EXPRESS <sup>™</sup> /VISA <sup>®</sup> /MASTERCARD <sup>®</sup> /DISCOVER Network <sup>®</sup> ? Yes      No				Reason for leaving?				
Average Ticket Amount: \$	Highest Ticket Amount \$	Monthly Credit/Debit Card Volume \$		Maximum Daily Sales: \$		# of Daily Transactions:		

## Nature of Business

What type of service or product is being sold:				Merchant Type: Retail      Restaurant      MO/TO      E-Commerce			
Sales Method: (by percent, total should = 100%) Card Present      %      Internet      %      Mail Order      %      Phone      %      Mobile      %				When is the card charged? On Order      On Shipment      Other			
When is the product or service delivered? Time of Sale:      1-3 Days      4-5 Days      6-10 Days      11-15 Days      30+ Days      Recurring Payments      %				(If other, please explain):			
Seasonal Sales? No      Yes		If yes, indicate months open:		What day(s) of the month:			
		Refund Policy: No Refund      Other:					
Do you require access to a virtual terminal (i.e. a web-based application that allows you to process electronic payments by telephone, mail order, fax, email, or in person)? If yes, please provide the virtual terminal contact's email							
Do you use a third party fulfillment house?		Yes      No		If yes, provide name and phone Name :		Phone:	
Do you use any third-party vendors related to accepting payments?      Yes      No      If yes, provide type of service, name and contact info below. (Provide separate pages if needed.)							
Vendor Name:				Type of service:		Email:	
Address:		City		State		Zip Code      Phone	
Have you sold your future credit card receivables?      Yes      No							

# Merchant Application & Agreement

## Card Brands to Accept

US Processing VISA Mastercard Discover PIN DEBIT American Express EBT (requires additional setup)

FCS #

Canada Processing VISA Credit VISA Debit Mastercard Credit Mastercard Debit

Additional Processing: ACH Processing PPD CCD WEB TEL (ACH requires supporting documents)

## Card Not Present Questionnaire

What percentage do you sell to:		Do you sell:		Do you sell a service or product?		Do you own the product/inventory?		Is the product stored at the DBA address above?  Yes No If No, include address .	
Business (B2B)	%	Consumer (B2C)	%	Locally	Nationally	Service	Product		Yes
Address:				City		State		Zip Code	
How do you advertise? (catalogs, magazines, internet, etc.)									
Catalogs		Magazines		Online - Advertising		Other			
Are any other companies involved in the accepting, shipping, fulfilling the service or product, or the billing of the customer?				Yes No		If you currently take payments: How many chargebacks did you have for the previous year?			
						Count:		Total Amount: \$	

### Merchant PCI DSS Information

Is your organization currently compliant with Payment Card Industry Data Security Standards (PCI DSS)?

Yes No

### Merchant's PCI DSS Contact Name

Has your organization ever been involved in an Data Compromise Event (as defined in the Terms & Conditions)?

Yes No

### PCI DSS Contact Name

### PCI DSS Vendor

### Your PCI DSS Contact Email

### PCI DSS Vendor Contact Email

Merchants may opt out of the Processor's PCI DSS Compliance Program, but will be required to provide evidence of full compliance and breach insurance, with minimum coverage of \$50,000. Supporting documentation can be provided directly to the Customer Support team. All Merchants that do not properly complete the steps required to become PCI DSS compliant will be charged a monthly noncompliance fee (disclosed in the Schedule A), until such evidence has been provided.



Merchant's Signature

Date

# Merchant Application & Agreement

## Bank Information (Main Deposit account)

Bank Name	Account Name	Account Type
Routing #	DDA Account #	Account Type

## Authorized Representative and Signatory Information

Authorized Representative/Signatory Name:					
Residence Address:		City	State	Zip Code	Country
Email			Home Phone	Mobile Phone	
Social Security #			Date of Birth	US Citizen Yes No	
Ownership % (if owner):	Owner Since:	Driver's License #	State	Issue Date	Expiration Date

## Beneficial Owner and Control Person Information

(1) The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.

Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip
Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip
Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip
Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip

**Non-U.S. Person(s):** In lieu of a Social Security Number, may also provide a passport number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

(2) The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (1) above may also be listed in this section (2).

Name of Owner	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State Zip

# Merchant Application & Agreement

## Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. When you open an account, NCR will request your name, residential/physical address, date of birth, taxpayer identification number and other information/documentation that will allow us to identify you. The undersigned entities/individuals hereby unconditionally authorize NCR, Bank or its agents to: (1) update such information periodically throughout the term of the Agreement; and (2) investigate the information and references contained in this Application, and to obtain additional information about the Merchant and such individuals by obtaining credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals listed in this Application as an owner, general partner, control person, authorized representative, Signatory or Guarantor of Merchant, or providing their Social Security Number on this Application.

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. The formation of legal entities can be used to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute these crimes. For more information go to <https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions>.

### IRS Reporting Verification:

Payment settlement entities are required to report to the Internal Revenue Service the amount of reportable payment card transactions. Merchant will receive an annual 1099-K providing details of your previous year's reportable payment card transactions with a copy filed electronically with the IRS. By providing your email above, you consent to electronic delivery of the annual 1099. THE BUSINESS INFORMATION MUST MATCH IRS RECORDS, AND SHOULD BE THE SAME AS THE INFORMATION LISTED ON YOUR INCOME TAX RETURN. IF YOUR INFORMATION DOES NOT MATCH IRS RECORDS, THE PROCESSING OF YOUR APPLICATION MAY BE DELAYED AND YOU MAY BE SUBJECT TO MANDATORY BACKUP WITHHOLDING AS REQUIRED BY IRS REGULATIONS.

### American Express Disclosure:

Existing Accounts: If you currently accept American Express (Amex), and your annual Amex volume is \$1MM or more, you must provide your 10-digit AMEX SE #. This number will remain unchanged when you begin processing with NCR.

Existing Amex SE#:

**New Accounts:** If you do not currently accept Amex, and your annual volume is less than \$1MM, we will establish an Amex account for you so you can start accepting Amex payments. If after you begin processing with us your Amex volume increases to more than \$1MM annually, you could be converted to an Amex direct account, in accordance with the terms of the Agreement. If you do not currently accept Amex, and your annual volume is \$1MM or more, you will need to contact Amex to set up a direct account.

**OPT-OUT OF AMEX MARKETING COMMUNICATIONS:** If you do not wish to receive future commercial marketing communications from Amex, email customer service at [assist.payments@ncr.com](mailto:assist.payments@ncr.com) or check the box below. Opting-out of marketing messages will not preclude Merchant from receiving important transactional or relationship communications from Amex.

Opt-Out of Amex Marketing: \_\_\_\_\_

**Third Party Services Disclaimer:** Merchant may select to participate in third-party services that are not provided by Bank. Merchant agrees that Bank is not a party to any agreement for services that are provided by a third-party and any such agreement is strictly between Merchant and the company providing the service. Merchant must be approved by each third-party company and each company may send its terms and conditions to the address of Merchant indicated herein upon such approval. Merchant agrees to be bound by such company's terms and conditions.

**Privacy Policy:** NCR's privacy policy is located at: <https://www.ncr.com/privacy>.

## Acknowledgments and Signatures

This Merchant Application, including any other applicable, amendments, schedules, exhibits, attachments and addenda hereto, as amended (the "Application") is subject to review and approval by NCR and Bank. Merchant acknowledges receipt of the Merchant Card Processing Terms and Conditions located at <https://www.ncr.com/terms-and-conditions/> under the link 'Payment Solutions – Merchant Terms and Conditions' (the "Terms & Conditions"). This Application and the Terms & Conditions are collectively referred to as the "Agreement". All capitalized terms that are not defined in this Application have the meanings specified in the Terms & Conditions.

This Agreement is between NCR Payment Solutions, LLC ("Processor" or "NCR"), the legal entity or sole proprietor identified as the merchant on the first page of this Application (the "Merchant") and the Bank. Bank is a member of Visa, U.S.A., Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). NCR is a registered acquirer of Discover Financial Services, LLC ("Discover").

The undersigned individual ("Signatory") represents and warrants that Signatory is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By signing below, Signatory certifies, on behalf of Merchant, that: (1) Merchant has received a full and complete copy of the Agreement; (2) Signatory has read, understands, and accepts all of the terms and conditions in the Agreement, and (3) all information provided in this Application is true, accurate, and complete.

Signatory, on behalf of Merchant: (1) agrees to be bound by the terms of the Agreement, including the venue, jurisdiction and choice of law provisions in the Terms and Conditions; and (2) acknowledges that Merchant understands and agrees to comply with the Rules.

Signatory authorizes NCR or its representative to: (1) perform a background investigation on Signatory and Merchant using a third-party credit reporting agency or other third party; (2) provide information in this Application to third parties for fraud and risk purposes; and (3) perform an initial and ongoing comprehensive credit inquiry or investigation.

Merchant irrevocably authorizes NCR to initiate Automatic Clearing House ("ACH") debit and/or credit entries from and to the designated bank account(s) for all fees, costs, and amounts due to NCR or payable to Merchant pursuant to this Agreement and the ACH rules and regulations. If a credit or debit entry is erroneously initiated, Merchant authorizes NCR to correct the error. This ACH Authorization will remain in full force and effect until NCR has collected payment on all fees, costs, and amounts due or which may become due pursuant to the Agreement. The designated bank account may not be changed or altered without thirty (30) days' prior written notice to NCR and the execution of any forms required by NCR.

Whether or not NCR approves Merchant's Application, Merchant's submission of a transaction for processing, whether to NCR, Bank or NCR's third-party providers, is an expression of Merchant's consent to the terms of the Agreement. Merchant acknowledges and agrees that the Terms & Conditions are available at <https://www.ncr.com/terms-and-conditions/> under the link for 'Payment Solutions – Merchant Terms and Conditions' and may be amended, revised, changed, or supplemented pursuant to relevant sections of the Terms & Conditions. The acceptance and processing of Transactions by Bank and/or NCR shall be deemed the consent and execution by NCR and Bank of the Agreement and will evidence NCR's and Bank's receipt, approval of, and agreement to this Application signed by Merchant.

This Agreement supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. No modifications, alterations, or manual changes (including the deletion of fees) made to the Agreement will be effective unless NCR consents to such changes in a separate writing. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. A signature or other indication of acceptance received electronically or via facsimile shall be legally binding for all purposes and equally effective as an ink signature.

<b>Merchant Legal Name:</b>		<b>Date</b>
<b>Signatory Signature:</b>		
<b>Signatory Name:</b>		
<b>Signatory Title:</b>		

## Unlimited Personal Guaranty

As a key inducement for NCR and Bank to enter into the Agreement (as defined above), each individual or entity signing below (a "Guarantor") agrees to be bound by all the terms and provisions of the Agreement the same as Merchant (as defined above). Each Guarantor understands that the Agreement may be renewed, extended, or modified from time to time (including with regard to fees and to Merchant's payment obligations) without notice to Guarantor, even if the modifications and/or extensions increase Guarantor(s)' obligations hereunder. Guarantor(s), individually and severally, also unconditionally and personally guarantee the Merchant's full performance of its obligations under the Agreement. Guarantor(s) understand and agree that the NCR or Bank may proceed directly against Guarantor(s) without first exhausting remedies available against Merchant. Moreover, in the event Guarantor(s) is or are natural person(s), this guaranty is continuing and shall survive the death of Guarantor(s) and be binding on Guarantor(s)' heirs and estate, without any diminution of the rights of NCR or Bank with respect to the guaranty. To the fullest extent permitted by law, Guarantor(s) waive all rights and defenses available to Guarantor(s) respecting the Bank or NCR's enforcement of this guaranty. Without limiting any of the foregoing, each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (i) the Agreement cannot be enforced against the Merchant; (ii) either NCR or Bank makes or agrees to changes or modifications to the Agreement; (iii) NCR or Bank releases any other Guarantor or the Merchant from any obligation under the Agreement; (iv) a law, regulation or order of any public authority affects the rights of either NCR or Bank under the Agreement; or (v) anything else happens that may affect the rights of either NCR or Bank against the Merchant or any other Guarantor. Each Guarantor further agrees that: (vi) NCR and Bank each may delay enforcing any of its rights under this guaranty without losing such rights; (vii) NCR and Bank each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor; and (viii) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either NCR or Bank in connection with the enforcement of any terms of the Agreement or this guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

<b>Guarantor Signature:</b>	
<b>Print Name:</b>	
<b>Date:</b>	
<b>Home Address</b> (no P.O. box)	
<b>Date of Birth:</b>	
<b>Phone Number:</b>	

<b>Guarantor Signature:</b>	
<b>Print Name:</b>	
<b>Date:</b>	
<b>Home Address</b> (no P.O. box)	
<b>Date of Birth:</b>	
<b>Phone Number:</b>	

## Merchant Card Processing Terms and Conditions

**This agreement contains a limitation of liability and an arbitration clause.**

Thank you for selecting NCR Payment Solutions, LLC (“**Processor**”). These terms and conditions, along with the attached Addenda, if any, and your Merchant Application, will govern the legal relationship under which the Bank and Processor will provide the payment processing services described herein to you.

### 1. Definitions

- 1.1. “**Acquirer**” means Processor and/or Bank. Either Processor or Bank shall have the authority to exercise rights belonging to the “Acquirer” hereunder.
- 1.2. “**Addendum**” (and the plural, “**Addenda**”) means each Addendum attached hereto, if any, or any other Addendum otherwise executed or agreed to between the parties.
- 1.3. “**Affiliate**” means an entity of which a party is the majority owner, which is the majority owner of a party, or which is majority owned by the same entity as a party.
- 1.4. “**Agreement**” means these terms and conditions, along with any Addenda and the Merchant Application, as any of the same may be amended from time to time pursuant to these terms.
- 1.5. “**American Express**” means American Express Travel Related Services Company, Inc. or its successors or assigns.
- 1.6. “**Applicable Law**” means all applicable federal, state, and local laws, statutes, ordinances, case law, regulations, and regulatory guidance.
- 1.7. “**Bank**” means the acquiring bank identified in the Merchant Application, or such other acquiring bank(s) as Processor may contract with to provide sponsorship with the Payment Networks, as well as any successors and assigns of such acquiring bank(s).
- 1.8. “**Card**” means an account, or evidence of an account, authorized and established between a Cardholder and a Payment Network, or representatives or members of a Payment Network, that Merchant accepts from Cardholders as payment for a good or service.
- 1.9. “**Card Information**” means all information related to a Cardholder or Card obtained by Merchant in connection with a Transaction, including, without limitation, customer names, addresses, zip codes, card numbers, expiration dates, security codes, PIN numbers, credit limits, or account balances.
- 1.10. “**Cardholder**” means the person or entity to whom a Card is issued or who is authorized to use a Card.
- 1.11. “**Chargeback**” means the reversal of any Transaction pursuant to the Operating Rules for whatever reason.
- 1.12. “**Data Compromise Event**” means any event that results, or could result, directly or indirectly, in the unauthorized access or disclosure of Transaction information or Card Information.
- 1.13. “**Discover**” means Discover Financial Services, LLC or its successors or assigns.
- 1.14. “**Guarantor**” means each individual or entity who signed on the Guarantor signature line of the Merchant Application.
- 1.15. “**Mastercard**” means Mastercard International Incorporated or its successors or assigns.
- 1.16. “**Merchant**” or “**you**” means the legal entity identified in the Merchant Application.
- 1.17. “**Merchant Application**” means the application, including all schedules, exhibits, attachments, and addenda thereto, that Merchant completed and signed (including by electronic signature or otherwise electronically indicating acceptance of the terms) and which is subsequently accepted by Processor and Bank, whether evidenced by their execution of this Agreement or by the processing of presented Transactions.
- 1.18. “**Operating Rules**” means all rules, bylaws, programs, and regulations of the Payment Networks, as the same are amended from time to time. Operating Rules for Visa, Mastercard, and American Express are presently available online at [usa.visa.com](https://usa.visa.com), [www.mastercard.us](https://www.mastercard.us), and [https://icm.aexp-static.com/content/dam/gms/en\\_us/optblue/us-mog.pdf](https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf), respectively.
- 1.19. “**Payment Network**” means each of Visa, Mastercard, American Express, Discover, and any card network issuing credit or debit cards, and, for purposes of this Agreement, further includes the Payment Card Industry Security Standards Council.
- 1.20. “**PCI DSS**” means the Payment Card Industry Data Security Standards.
- 1.21. “**Processing Fees**” means the fees and charges set forth on the fee schedule that is part of the Merchant Application and this Agreement or any Addenda thereto, as modified or amended from time to time, whether by the Payment Networks or by Bank or Processor pursuant to this Agreement, including, without limitation, by messages included on any processing statement or merchant portal.
- 1.22. “**Reserve Fund**” means funds placed in a non-segregated and non-interest bearing account established by the Acquirer in accordance with this Agreement to ensure payment of all obligations or anticipated obligations hereunder, including, without limitation, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment Networks.
- 1.23. “**Security Standards**” means all rules, regulations, or standards adopted or required by the Payment Networks relating to data security and the protection of Card Information, including, without limitation, PCI DSS, Visa’s Cardholder Information Security Program and Payment Application Best Practices, Mastercard’s Site Data Protection Program and POS Terminal Security Program, American Express’s Data Security Operating Policy, Discover’s Information Security & Compliance Program, and any successor rules, regulations or standards, in each case, as any of the same may be amended from time to time.
- 1.24. “**Services**” means those services provided by Processor and/or Bank, whether directly or through its and/or their agents, Affiliates, designated representatives, or third-party vendors, necessary and required to facilitate the authorization, processing, and settling of Transactions.

- 1.25. **“Settlement Account”** means the account maintained by Merchant at a bank or depository institution acceptable to Processor and Bank for credits and debits related to Transactions, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment Networks.
- 1.26. **“Transaction”** means any interaction between a Cardholder and a Merchant in which a Cardholder uses a Card to purchase Merchant’s goods or services and which results in activity on the Cardholder’s account.
- 1.27. **“Visa”** means Visa Inc. or its successors or assigns.

## 2. Services

- 2.1. Subject to Applicable Law and the Operating Rules, Processor and/or Bank, whether directly or through its and/or their agents, Affiliates, designated representatives, or third-party vendors, will provide the Services to Merchant pursuant to the terms of this Agreement. Merchant agrees to abide by, and to use the Services in strict compliance with, Applicable Law, the Security Standards, and the Operating Rules.
- 2.2. Upon request, Processor may elect to provide Automated Clearing House (“ACH”) processing services to Merchant at the rates specified in the Merchant Application and under the terms set forth in this Agreement. To the extent Merchant uses such ACH processing services, it agrees to abide by the National Automated Clearing House Association (“NACHA”) rules and regulations, as the same may be amended from time to time.

## 3. Merchant Representations and Responsibilities

- 3.1. At the time of signing the Merchant Application, and each time Merchant submits a Transaction, Merchant agrees, represents, and warrants that:
  - 3.1.1. The person signing the Merchant Application has full legal power and authority to enter into this Agreement;
  - 3.1.2. Each statement made by Merchant on the Merchant Application is and, except as has been disclosed in writing to Processor, remains true;
  - 3.1.3. The Transaction is legal and genuine and arises from a bona fide sale of goods or services by Merchant; except as otherwise permitted by the Operating Rules, the goods have been shipped or delivered and/or the services performed; and the Transaction represents a valid obligation for the amount submitted and does not involve the use of the Card for any other purpose;
  - 3.1.4. The Transaction is not one that Merchant knows or should have known to be fraudulent, unauthorized, the product of collusion between the Cardholder and the Merchant, or that is otherwise unlawful or impermissible under this Agreement, Applicable Law or the Operating Rules.
  - 3.1.5. All information and data provided by Merchant in connection with the Transaction is true, correct, and accurate;
  - 3.1.6. Merchant has taken reasonable steps to ensure the validity of the Card and the identity of the Cardholder;
  - 3.1.7. The Transaction is not subject to liens, encumbrances, disputes, set-off, or counterclaim;

- 3.1.8. The Transaction has not been previously submitted for processing (except as the same may be permitted under the Operating Rules);
- 3.1.9. Merchant has not disbursed or advanced any cash to the Cardholder in connection with the Transaction (except as the same may be permitted under the Operating Rules);
- 3.1.10. The Transaction is not a refinancing or transfer of an existing Cardholder obligation that is deemed to be uncollectible;
- 3.1.11. The Transaction does not arise from the dishonor of a Cardholder’s personal check;
- 3.1.12. Merchant has the legal right to sell the goods and services purchased by Cardholder via the Transaction;
- 3.1.13. Merchant has made no representation or agreement for the issuance of refunds except as stated in Merchant’s refund policy; and
- 3.1.14. Any Transaction submitted to Processor to credit a Cardholder’s account represents a refund for a Transaction previously submitted to Processor.

Processor and/or Bank reserve the right to refuse to process any Transaction if there is reason to believe that it has been submitted in violation of this subsection.

- 3.2. Subject to Applicable Law, Merchant agrees to accept all categories of Visa and Mastercard Cards unless Merchant has notified Processor on the Merchant Application of its election to limit such acceptance. Any limitations on acceptance must comply with Applicable Law and the Operating Rules. Furthermore, Merchant shall not engage in any practice that discriminates against or discourages the use of any Card in favor of another Card.
- 3.3. Except to the extent permitted by both Applicable Law and the Operating Rules and as authorized in writing by Processor, Merchant shall not (i) apply an additional charge for accepting Cards as an alternative to other payment methods (referred to at times as a “surcharge”); or (ii) set minimum or maximum transaction amounts.
- 3.4. Merchant must prominently display and disclose to Cardholders at all times (i) the name of the Merchant; and (iii) Merchant’s physical address.
- 3.5. Merchant shall maintain a written refund policy and shall disclose such policy to Processor and all its customers (including customers making purchases online by displaying such policy on the website), which policy and disclosure shall be consistent with Applicable Law and the Operating Rules. The amount of any refund shall not exceed the original Transaction except to the extent a Merchant agrees to reimburse a Cardholder for return shipping.
- 3.6. Subject to Applicable Law, the Operating Rules, and the Security Standards, Merchant agrees to preserve receipts, credit vouchers, or other written evidence related to Transactions for not less than two (2) years following such Transaction and to provide such records to Processor and/or Bank upon request.

## 4. Term; Termination

- 4.1. This Agreement shall go into effect for a three (3) year term (the **“Initial Term”**) commencing on the date this Agreement is accepted by Processor and Bank, whether by signature or by the processing of presented Transactions. Thereafter, the Agreement will renew automatically for successive three (3) year periods (the

“**Renewal Term**”) unless either party provides written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the applicable term. If Merchant presents and Processor and Bank elects to process Transactions beyond the conclusion of the Initial Term or any Renewal Term, then the terms of this Agreement will continue to govern such processing activity.

- 4.2. In addition to any other termination rights, Processor or Bank may terminate this Agreement or any Addendum immediately, or may suspend Services or decline to process particular Transactions, with or without notice, if (a) Merchant fails to strictly comply with any term of this Agreement; (b) Processor or Bank, in their sole discretion, determines that Merchant or any affiliated entity or individual is violating the Operating Rules or Applicable Law or is engaging in fraudulent or deceptive conduct or other conduct creating a risk of harm or loss to Processor, Bank, its and/or their Affiliates, or the Payment Networks; (c) Merchant, any guarantor, or any affiliated entity or individual becomes involved in voluntary or involuntary bankruptcy or insolvency proceedings; (d) Processor or the Bank deems Merchant to be financially insecure; (e) Merchant materially alters its business; (f) there is a material change in Merchant’s processing activity, either from historical processing activity or the activity projected in the Merchant Application; (g) Processor or Bank receive direction from any Payment Network to terminate this Agreement; or (h) Processor or Bank, in their discretion, determine that circumstances otherwise warrant immediate termination or suspension. Furthermore, Processor or Bank may terminate this Agreement at any time upon thirty (30) days’ written notice.
- 4.3. In addition to any other termination rights, Merchant may terminate this Agreement if Processor or Bank has failed to perform a material obligation in this Agreement and such failure has not been cured for thirty (30) days after Merchant notifies Processor or Bank in writing of such failure.
- 4.4. Except as expressly provided elsewhere in this Agreement, if this Agreement is terminated prior to the expiration of the then-current term, Merchant shall pay Processor a liquidated damages amount (the “**Early Termination Fee**”). The Early Termination Fee is an amount equal to the product of (a) the average monthly amount of fees and charges paid to Processor pursuant to this Agreement (excluding any fees or charges of the Payment Networks or other third parties passed through to Merchant pursuant to this Agreement) over the six-month period immediately preceding the termination, Merchant’s discontinuance of the use of the Services, or Merchant’s breach of Section 5, whichever is earliest; *multiplied by* (b) the number of months remaining in the then-current term. Notwithstanding the foregoing, if there is an Early Termination Fee listed in Schedule A that is greater than \$1, then such fee will apply in lieu of the calculated amount described in the foregoing sentence. Merchant acknowledges and agrees that the Early Termination Fee is not a penalty, but rather is a reasonable estimate of the damages caused by such early termination, which amount would otherwise be difficult to calculate with precision. The Early Termination Fee is in addition to, and not in lieu of, any other damages or sums to which Processor or Bank may be entitled unrelated to the early termination of this Agreement.
- 4.5. All Merchant obligations with respect to Transactions processed under this Agreement shall survive any termination, including, without limitation, the obligation to pay refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment Networks.

## 5. Exclusivity

During the Initial Term or any Renewal Term, Merchant shall not receive services, or enter into an agreement to receive services, from any other entity similar to those Services that Merchant has elected to receive from Processor without Processor’s express written approval and consent.

## 6. Procedures for Transactions

- 6.1. As soon as reasonably practical after receipt of information regarding Transactions Merchant believes to be authorized by a Cardholder, Merchant shall submit such information to Processor for processing. Merchant understands that failure to submit such Transactions on a timely basis may (a) result in increased fees associated with the Transaction(s) (such as higher interchange fees), and Merchant agrees to pay any such fees if assessed; and/or (b) compromise Merchant’s ability to be paid for the Transaction(s).
- 6.2. Merchant shall not submit for processing: (a) any Transaction that does not involve Merchant, or that does not originate from an interaction between Merchant and a Cardholder intending to make a purchase from Merchant; (b) any Transaction for which Merchant does not receive an authorization code from Processor; or (c) any Transaction that results in a transaction outside of Merchant’s normal course of business as reflected on the Merchant Application. Processor and/or Bank reserve the right to refuse to process any Transaction if there is reason to believe that it has been submitted in violation of this subsection.
- 6.3. Acquirer may impose a cap, either per transaction or on an aggregate basis, on the dollar amount of the Transactions it will process for Merchant that aligns with the Merchant’s sales volume, as indicated on the Merchant Application.

## 7. Settlement

- 7.1. With respect to Transactions involving Cards not issued by American Express and Discover, Bank is solely responsible for providing settlement funds directly to Merchant as provided herein. Services related to Transactions involving Cards issued by American Express and Discover are provided by Processor, without the involvement of Bank. Accordingly, Bank is not responsible for, and shall have no liability with respect to, such Transactions.
- 7.2. Except as elsewhere provided herein, after receiving funds for approved Transactions from any Payment Network, Bank will provisionally fund Merchant’s Settlement Account, minus (a) refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment Networks; and (b) any amounts authorized to be retained under Sections 21 or 22 of this Agreement. Failure to subtract such amounts does not relieve Merchant of liability or responsibility for the same, and Merchant agrees to pay all such amounts to Processor and/or Bank immediately upon receipt of invoice and without deduction or offset.
- 7.3. Merchant must maintain a Settlement Account at a bank or depository institution acceptable to Processor and Bank for credits and debits related to Transactions, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment

Networks. Merchant authorizes Acquirer to initiate debit and credit entries to the Settlement Account through the ACH settlement process, and agrees that Acquirer may debit the Settlement Account for any amounts owed hereunder or to which Acquirer may otherwise be entitled for any reason. Such authorization shall remain in place until the later of termination of this Agreement or Merchant's satisfaction of all obligations to Processor and/or Bank hereunder. Merchant may change the Settlement Account only as provided in Section 20 of this Agreement. Merchant shall maintain sufficient funds in the Settlement Account to prevent the occurrence of insufficient funds, and shall be solely liable for all fees, costs, and overdrafts associated with the Settlement Account.

- 7.4. Merchant acknowledges and agrees that neither Processor nor Bank shall have any liability or responsibility for delays in the transmission of funds or the failure of Merchant to receive funds where that delay or failure is in any way attributable to Merchant or any third party, including third-party banks, depository institutions, or the Payment Networks.
- 7.5. Processor reserves the right to refuse to process any Transaction if Processor, in its sole discretion, believes that the Transaction may be uncollectible from the Cardholder, is likely to result in a Chargeback, or was presented in violation of the terms of this Agreement, Applicable Law, or the Operating Rules.
- 7.6. Merchant acknowledges that all payments and credits provided to Merchant are provisional and subject to suspension, revocation, Chargebacks, or other adjustments in accordance with this Agreement and the Operating Rules.
- 7.7. Merchant acknowledges that interchange and other fees, charges, and assessments imposed by the Payment Networks are determined by the Payment Networks. Processor and Bank cannot guarantee any interchange rate and have no obligation to minimize or secure the lowest interchange rate, fees, charges, or assessments for any Transaction. Merchant assumes full liability for the difference between any applied interchange rate and the interchange rate projected or assumed by Processor at the time of any Transaction.
- 7.8. The debit network used to process debit Transactions will depend upon a number of factors, including Processor's business considerations and the availability of a particular network, and may not be the lowest cost network available.

## 8. Marks and Intellectual Property

- 8.1. Merchant shall display and use the names, logos, trademarks, service marks, and other similar identifiers (the "**Identifiers**") and advertising and promotional materials of the Payment Networks only in accordance with the Operating Rules and any use or display guidelines of the Payment Networks, and cease displaying and using the Identifiers and the advertising and promotional materials in accordance with the Operating Rules or at the Payment Networks' request. Further, from time to time, Processor may provide Merchant with materials that include Processor's Identifiers. Merchant shall only use such materials as expressly permitted by Processor in writing, and shall return to Processor such materials upon the earlier of termination of this Agreement for any reason or upon Processor's request at any time. Merchant shall use such Identifiers only in the manner as set forth in such materials, and shall not alter, modify, relocate, remove, or individually use or display such Identifiers. From time to time, the Payment Networks or Processor may request that Merchant provide samples of its use or display of their and/or its Identifiers, which Merchant shall promptly provide in response thereto. Any

goodwill associated with the use or display of any Identifier by Merchant shall inure to the benefit of such Identifier's owner.

- 8.2. Merchant shall not alter, modify, or create any derivatives of any Identifier (or use any results thereof) at any time for any purpose. In addition, Merchant shall not use any Identifier in a manner that would result in the disparagement of, damage to, dilution (including quality or strength) of, tarnishment of, adverse reflection of, injury to, or otherwise adverse effect on, in any way, the Identifier, the goodwill associated with it or its use, or the reputation or goodwill of or associated with the Identifier or its owner. Merchant shall not at any time represent, directly or by implication, that its goods or services are endorsed, sponsored, or guaranteed by Processor, Bank, or any Payment Network, including by the use or display of any of its Identifiers.
- 8.3. Processor owns and shall continue to own, or shall own, all computer programs, know-how, confidential information, and other technology and proprietary information and materials, and intellectual property rights (including Identifiers, patents, copyrights, trade secrets, and any other intellectual or industry property or proprietary rights) in, to, or related to the Services, including any refinements, modifications, derivative works of, improvements, or enhancements of any of the foregoing (whether or not made by or at the request of the Merchant), and any of its other technology and proprietary information and materials, and intellectual property rights. Except as provided herein, this Agreement provides no other rights (including any ownership) in or to any technology and proprietary information or materials or intellectual property rights of any person or entity, including the Processor or the Payment Networks.

## 9. Data Security

- 9.1. Merchant acknowledges that it is its responsibility to abide, and agrees to abide, by all Security Standards, including PCI DSS, and to provide proof of compliance to Processor, Bank, or any Payment Networks as required or upon request, including, without limitation, by attestation or an examination of Merchant's systems to validate such compliance. The costs of any such attestation or examination shall be Merchant's sole responsibility.
- 9.2. Without in any way limiting the obligations imposed by the preceding paragraph, Merchant will secure and keep confidential Cardholder information and Card Information in strict compliance with the Security Standards and Applicable Law, and will not use, disclose, or distribute such information for any purpose prohibited by the Security Standards or Applicable Law.
- 9.3. To the extent Merchant uses any third party to process, store, receive, transmit, or otherwise have access to Card Information, Merchant assumes full responsibility and liability for such third-party's compliance with this Agreement, the Security Standards, and Applicable Law. Neither Processor nor Bank shall have any liability for the acts or omissions of such third parties, which shall be the sole responsibility and liability of Merchant. Merchant further agrees to notify Processor of the identity of all such third parties and to ensure that such third parties are properly registered, if required to be so, with the Payment Networks. Processor and/or Bank further reserve the right to require any such third parties to undergo testing, approval, and certification by Processor and/or Bank, and to terminate any such third parties' access to or ability to integrate with Processor and/or Bank's systems at any time.
- 9.4. If Merchant discovers or at any time has reason to suspect that a Data Compromise Event has occurred, Merchant must

immediately notify Processor and fully cooperate, at its expense, with all forensic examinations and remediation and mitigation procedures requested by any Payment Network, Processor, or Bank. Furthermore, if Merchant is undergoing a forensic investigation at the time it signs the Merchant Application, it must fully cooperate with the investigation until completed. The costs of such examinations, processes, and any notification of Cardholders pursuant to Applicable Law or the Operating Rules shall be the exclusive responsibility of Merchant.

- 9.5. Merchant acknowledges that failure to comply with the Security Standards or the occurrence of any Data Compromise Event on its systems or those of any third party referenced in Section 9.3 may result in liability assessments (sometimes referred to as “penalties” or “fines”) by the Payment Networks, legal liability, and expenses (including consultant, examiner, and attorney fees). Without limiting Merchant’s liabilities under any other provision hereof, Merchant agrees to fully indemnify Processor and Bank, along with each of their officers, directors, employees, and agents, and to hold them harmless from any such costs, liability assessments, legal liabilities, and expenses, as well as the costs and fees associated with any claims or demands made by Cardholders, card issuers, Payment Networks, governmental agencies, or any third parties associated with Merchant’s actual or alleged failure to comply with the Security Standards or the occurrence of any Data Compromise Event.
- 9.6. In the event Merchant operates a website capable of accepting Cards, then, in addition to all other obligations specified herein, Merchant agrees to maintain, display, and abide by a Cardholder data privacy policy.

## **10. Authorized Users**

- 10.1. To the extent Merchant is granted electronic access to any systems or portals of Processor, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Processor of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
- 10.2. Merchant is responsible for the acts and omissions of its employees, consultants, contractors, agents, officers, and directors, including any unauthorized access to or use of the Services.

## **11. Pricing and Payment**

- 11.1. Merchant agrees to pay Processing Fees in the amounts specified in the fee schedule attached to the Merchant Application or as otherwise set forth herein, all as the same may be amended from time to time pursuant to this Agreement.
- 11.2. Merchant is responsible for payment of refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment Networks related to or associated with its use of the Services, its Transactions, and/or its processing activity. Acquirer at any time, with or without notice, may collect such amounts (i) pursuant to Section 7 of this Agreement; (ii) by demanding immediate payment; (iii) by debiting the Settlement Account or the Reserve Fund; or (iv) by subtracting such amounts from future settlements.

- 11.3. The Processing Fees appearing on your Merchant Application are based upon assumptions regarding your anticipated volume, average transaction size, and method of doing business. If these assumptions prove materially inaccurate, Processor or Bank may adjust your Processing Fees without prior notice. Any such adjustments shall be in addition to, and not in lieu of, any other remedies available to Processor or Bank hereunder

- 11.4. Processing Fees may be amended at any time by Processor and/or Bank, with or without notice, as a result of amendments or changes made by the Payment Networks or parties other than Processor or Bank.

- 11.5. In addition, Processor or Bank may amend, revise, change, or supplement the Processing Fees by giving Merchant thirty (30) days’ notice of any such amendment, revision, change, or supplementation; provided, however, that Merchant may terminate this Agreement, without penalty or any obligation to pay the Early Termination Fee specified in Section 4.4, in response to such amendment, revision, change, or supplementation (not attributable to the Payment Networks or other third parties) by providing Processor with written notice between the date of receiving notice of the amendment, revision, change, or supplementation and the effective date of such amendment, revision, change, or supplementation.

- 11.6. Merchant shall be solely responsible for all communication expenses associated with its processing activity.

- 11.7. If Merchant does not pay any refunds, Chargebacks, Processing Fees, indemnified losses, or other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment Networks when due, such amounts will accrue interest at the lesser of 1.5% per month or the highest amount permitted by applicable law.

## **12. Taxes**

Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant’s goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Processor and/or Bank’s satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.

## **13. Chargebacks**

- 13.1. Merchant has full liability and responsibility for, and must immediately pay, all Chargebacks and any and all fees, charges, and liability assessments related to Chargeback(s) associated with its Transactions.
- 13.2. If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. Processor and Bank have no independent obligation to investigate or attempt to obtain a reversal or adjustment of any Chargeback.
- 13.3. If Processor or Bank, in its sole discretion, determine that Merchant is experiencing excessive Chargebacks, then Processor or Bank may (i) with notice, increase the Processing Fees; (ii) without notice, establish or increase the Reserve Fund; (iii) without notice, suspend the Services; or (iv) without notice, terminate this Agreement.

- 13.4. Merchant shall not impose as a condition of Card acceptance any requirement that a Cardholder waive a right to dispute a transaction.

#### **14. Indemnification**

Merchant shall indemnify, defend, and hold Processor and Bank, along with their respective agents, officers, directors, employees, and Affiliates, harmless from and against any and all claims, demands, damages, judgments, liability assessments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by any of them arising out of or relating to: (i) Merchant's acts or omissions, or those of its employees, consultants, contractors, agents, officers, and directors, whether or not those acts or omissions were authorized by Merchant; (ii) Merchant's Transactions or use of the Services (including, without limitation, for refunds, Chargebacks, or liability assessments imposed by the Payment Networks); (iii) Merchant's breach of this Agreement or violation of Applicable Law or Operating Rules; (iv) the state or configuration of Merchant's equipment, including, without limitation, Merchant's failure to maintain all point of sale equipment, download equipment, and point of sale software updates or to use EMV enabled equipment supported by Processor and/or Bank.; (v) Merchant's use of third-party services or service providers, including gateways, value added resellers, and independent software vendors; (vi) any proceeding, litigation, or arbitration commenced by a third party arising out of or relating to any actual or alleged act or omission by Merchant; and/or (vii) any demands, investigations, or subpoenas (or similar process) received related to Merchant or its Transactions, whether initiated by regulators, law enforcement, civil litigants, or lienholders under the Uniform Commercial Code. Processor and Bank shall have the right to select and retain counsel of their choosing to represent them in connection with any of the foregoing events, and nothing in this Section shall entitle Merchant to select counsel or assume the defense of any such matter.

#### **15. Obligation to Report Statement Discrepancies**

- 15.1. You shall be solely responsible for reviewing your statements from Processor (including statements provided online) and for reporting to Processor in writing, within thirty (30) days of your receipt of any statement from Processor, any problems or irregularities with your statements—including, without limitation, underpayments, overpayments, or other discrepancies of any items, fees, charges, or liability assessments reflected on such statements or related to the period covered by such statement, including, without limitation, discrepancies between the volume and/or value of transactions that you actually processed during the period indicated by the statement. Statements provided online shall be deemed received the first day they are available online.
- 15.2. YOU ACKNOWLEDGE AND AGREE THAT PROCESSOR AND BANK SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE TO YOU, AND SHALL HAVE NO OBLIGATION TO REIMBURSE YOU, FOR ANY UNDERPAYMENT TO YOU OR OTHER DISCREPANCY THAT IS NOT REPORTED TO PROCESSOR IN WRITING WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THE APPLICABLE STATEMENT.
- 15.3. You acknowledge and agree that you shall reimburse Processor and/or Bank upon demand for any misdirected deposits, duplicate deposits, or inadvertent overpayments into any of your bank accounts. In addition, Processor or Bank may deduct such amounts by ACH debit or other means from your Settlement Account or the Reserve Fund.

#### **16. Limitation of Liability and Disclaimer of Warranties**

- 16.1. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE FINANCIAL RESPONSIBILITY OF PROCESSOR, BANK, AND ITS AND/OR THEIR AFFILIATES FOR ANY BREACH, FAILURE OF PERFORMANCE, ACT, OR OMISSION UNDER THIS AGREEMENT EXCEED THE FEES OR CHARGES PAID TO PROCESSOR BY MERCHANT FOR THE TRANSACTION OR ACTIVITY THAT IS OR WAS THE SUBJECT OF THE ALLEGED BREACH, FAILURE OF PERFORMANCE, ACT, OR OMISSION.
- 16.2. IN ANY EVENT, PROCESSOR, BANK, AND ITS AND/OR THEIR AFFILIATES' LIABILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND CHARGES PAID TO PROCESSOR PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OF LIABILITY.
- 16.3. FOR PURPOSES OF THIS SECTION 16, FEES OR CHARGES OF THE PAYMENT NETWORKS OR OTHER THIRD PARTIES PASSED THROUGH TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF FEES AND CHARGES PAID TO PROCESSOR.
- 16.4. IN NO EVENT SHALL PROCESSOR OR BANK, OR THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOSS OF REVENUE, OR CLAIMS BY MERCHANT OR ANY THIRD PARTY RELATIVE TO THE TRANSACTIONS OR ACTIVITIES HEREUNDER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, NEITHER PROCESSOR NOR BANK SHALL BE LIABLE FOR (A) THE DECLINE OF A TRANSACTION, EVEN IF SUCH DECLINE WAS WRONGFUL; (B) ANY LOSS CAUSED BY A TRANSACTION DOWNGRADE, REGARDLESS OF THE CAUSE; OR (C) THE FAILURE TO PROCESS, AUTHORIZE, OR CAPTURE A TRANSACTION.
- 16.5. PROCESSOR AND BANK MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, TECHNOLOGY OR PROPRIETARY INFORMATION AND MATERIALS, OR THE IDENTIFIERS OR ASSOCIATED RIGHTS, PROVIDED HEREUNDER AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE.
- 16.6. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROCESSOR AND BANK DO NOT GUARANTEE OR WARRANT THAT (A) THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THAT ANY SOFTWARE WILL BE VIRUS-, DEFECT-, OR ERROR-FREE; OR (C) THAT DATA, REPORTS, OR ANALYSES WILL BE FREE FROM ALL BUGS AND ERRORS.

## 17. Underwriting, Monitoring, and Auditing Rights

- 17.1. Merchant, on behalf of itself and its principals and beneficial owners, acknowledges and agrees that Processor or Bank may request and obtain external reports, including credit reports from credit reporting agencies, in connection with the consideration of the Merchant Application or at any time thereafter. Merchant further acknowledges that its Merchant Application may be rejected by Processor or Bank and that neither Processor nor Bank shall have any liability associated with such rejection.
- 17.2. Merchant agrees to promptly furnish Processor or Bank with documents reasonably necessary to evaluate its financial condition and business practices upon request. Furthermore, with notice and during Merchant's normal business hours, representatives of Processor or Bank may visit Merchant's business premises to examine Merchant's operations, activities, and/or books and records to the extent necessary to evaluate Merchant's compliance with this Agreement.
- 17.3. Merchant agrees to provide Processor advance written notice of any actual or anticipated (i) material change in Merchant's products or services, business practices, or the manner in which Merchant accepts Cards; (ii) change to Merchant's legal name, trade name, or mailing address; or (iii) changes to anticipated Transaction amounts or volume.

## 18. Reporting

Merchant acknowledges that, under the Operating Rules of the Payment Networks, certain merchant activity and terminations of merchant processing agreements may result in Acquirer reporting merchants and their principals to the Payment Networks for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.

## 19. Relationship of the Parties

Merchant designates Acquirer as its agent to receive payments for Transactions processed pursuant to this Agreement. Neither Processor nor Bank, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Agreement or the rendition of Services related to this Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Agreement is an arm's length commercial relationship.

## 20. Updates to Settlement Account

If Merchant intends to change its Settlement Account, it must give no fewer than thirty (30) days' prior written notice to Processor and execute any forms required by Processor in connection with the change. Failure to provide the notice or the applicable executed forms required in this Section may result in the inability of Acquirer to settle Transaction proceeds to Merchant, and may result in the misdirection or loss of the same. Merchant shall bear sole responsibility for any such loss and shall have no right of recovery against Processor or Bank associated with such misdirection or loss.

## 21. Reserve Account and Security Interest

- 21.1. Processor and/or Bank may at any time, whether at the inception of this Agreement or thereafter (including at the time of termination of this Agreement), require the establishment of a Reserve Fund to satisfy Merchant's current or anticipated obligations hereunder, including, without limitation, its obligations with respect to refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to

Processor, Bank, its and/or their Affiliates, or the Payment Networks. Further, at any time during the term of this Agreement or at its termination, Processor and/or Bank may increase the amount of the Reserve Fund. All decisions relating to whether to establish, set the amount of, or increase the Reserve Fund will be in the sole discretion of Processor and/or Bank.

- 21.2. The Reserve Fund may be funded by (i) debiting the amount of Transactions that would otherwise be payable to Merchant under this Agreement; (ii) demanding funds from Merchant; or (iii) debiting the Settlement Account. If Processor and/or Bank make a demand for funds pursuant to this Section 21.2, Merchant shall transfer the amount of funds demanded within eight (8) business hours of receipt of such demand.
- 21.3. The Reserve Fund may be used at any time to satisfy Merchant's obligations to Processor and/or Bank under this Agreement, including, without limitation, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Processor, Bank, its and/or their Affiliates, or the Payment Networks.
- 21.4. Processor and/or Bank may continue to hold the Reserve Fund until the one-year anniversary of the later of termination of this Agreement or the last processing activity that occurs on Merchant's account (including any Transaction or Chargeback) or for such longer time as Processor and/or Bank reasonably determine is necessary to satisfy Merchant's current or anticipated obligations under this Agreement, the Operating Rules, or Applicable Law.
- 21.5. Until the expiration of the period referenced in the preceding subsection, Merchant shall have no ownership interest in or right to the Reserve Fund. Rather, the Reserve Fund shall be the exclusive property of Processor and/or Bank. Furthermore, Merchant shall have no right to receive interest on any funds maintained in the Reserve Fund, which shall be the exclusive property of Processor and/or Bank.
- 21.6. Without in any way limiting the foregoing, and merely as an additional form of security, Merchant hereby further grants Processor and Bank a security interest in (a) the Reserve Fund and all funds therein; and (b) the proceeds associated with any Transaction. Either Processor or Bank may enforce its or their security interest(s) without notice or demand. The security interest(s) granted under this Agreement will continue after termination of this Agreement until Merchant satisfies all its obligations to Processor and Bank. Merchant further agrees to execute and deliver to Processor and/or Bank such instruments and documents as Processor and/or Bank may reasonably request to confirm and perfect the security interest(s) granted by this Agreement.

## 22. Holdback Rights

In addition to any of the other rights granted to the Processor and Bank hereunder, in the event that Processor and/or Bank, at any time during the term of this Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected Data Compromise Event or other breach of Security Standards, or excessive Chargebacks), then Bank or Processor on behalf of Bank may, without notice, hold funds otherwise payable to you for such period as Processor and/or Bank, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for

such activity, plus other costs or liabilities reasonably anticipated to be due to Processor and/or Bank related to the same. To the extent (i) the investigation conducted by Processor and/or Bank with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Processor and/or Bank, and (ii) Processor and/or Bank require the establishment, replenishment, or increase of a Reserve Fund in connection therewith, then the funds held pursuant to this Section 22 may be used to fund such Reserve Fund.

### 23. Equipment

- 23.1. Processor and Bank make no representations or warranties regarding the compatibility of third-party products and services with their respective systems. To the extent that you use any third-party gateway or similar software, services, and/or hardware to connect to Processor and/or Bank's systems, you understand that a separate agreement may be required with the third-party provider in order to obtain such software, services, or hardware, and additional fees may be charged by the third-party provider in addition to the fees charged by Processor and/or Bank.
- 23.2. Merchant shall be responsible for any fines, penalties, claims, demands, or new or increased fees (including interchange) that result from Merchant's (a) use of value added reseller, independent software vendor, gateway, point of sale systems, or any other software, hardware, or service not provided by Processor or Bank; (b) failure to maintain the most current version of software that has been certified by Processor and/or Bank as being compatible with their respective systems; or (c) misuse of software that has been certified as compatible with the Processor and/or Bank's systems.
- 23.3. To the extent that Merchant elects to purchase, lease, or use processing equipment from Processor, Bank, or its and/or their Affiliates, Merchant agrees to pay Processor the stated purchase price or lease amounts, along with all applicable taxes and shipping costs, and agrees that Processor and/or Bank may, without limitation, deduct such sums from the Transaction proceeds settled to Merchant's Settlement Account.
- 23.4. Equipment provided by Processor or any of its Affiliates may only be used for purposes of this Agreement and the receipt of Services pursuant to this Agreement.

### 24. Confidentiality and Use of Data

- 24.1. Merchant shall use Card Information solely to receive Services under this Agreement. Under no circumstances shall Merchant sell Card Information or use it for any purpose other than as expressly contemplated by this Agreement.
- 24.2. Except in response to a validly served subpoena, Merchant will not provide Card Information to anyone except Processor, Bank, Payment Networks, or Merchant's agents that have been approved by Processor and are properly registered with Payment Networks for purposes of assisting Merchant in completing Transactions. Should Merchant receive a subpoena that encompasses Card Information, Merchant will notify Processor in writing of its receipt of such a subpoena as soon as practicable.
- 24.3. Merchant agrees to keep confidential and not to disclose: (a) the terms and conditions of this Agreement; (b) the Processing Fees; (c) Card Information; or (d) any other non-public information regarding any aspect of either Processor's or Bank's business made available to Merchant under the auspices of this Agreement ("**Acquirer Confidential Information**"). Acquirer Confidential

Information shall include, but shall not be limited to, information regarding pricing techniques, fees, equipment, services, processes, procedures, marketing or business development plans, technical information, personnel information, and trade secrets.

- 24.4. Should Merchant receive any Acquirer Confidential Information belonging to Processor or Bank, Merchant agrees to protect such confidential information equally to its own confidential information and to take no less than reasonable care to prevent its misuse or disclosure. Merchant agrees to return to Processor or Bank, as applicable, any confidential information respectively belonging to those entities either upon the termination of this Agreement for any reason, or upon earlier request from either Processor or Bank.
- 24.5. Merchant must keep confidential its merchant identification ("**MID**"), which is assigned to facilitate the provisions of Services to Merchant under this Agreement. As a security measure, Merchant may be requested to identify itself by its MID when contacting Processor. Any person correctly identifying Merchant's MID shall be presumed by Processor to have authority to make changes to Merchant's account. Merchant shall be solely liable for any damages it sustains as a result of the disclosure of Merchant's MID to any unauthorized persons.
- 24.6. To the extent permitted by Applicable Law and the Operating Rules, Merchant authorizes Processor and Bank to disclose information regarding Merchant to any third party who has asked for such information, and whom Processor or Bank determines has a legitimate business need to know such information to facilitate the purpose of this Agreement. Merchant authorizes Processor and Bank to disclose Card Information, Transaction information, and Merchant information to the Payment Networks. Merchant further authorizes Processor and Bank to provide information about Merchant in response to requests for such information from any government body or regulatory authority.
- 24.7. Notwithstanding anything else in this Agreement, and without otherwise limiting Processor and/or Bank's use of such information, all Card Information, information related to Transactions or Cardholders, and information related to Merchant (including its logo and other trademarks), may be used by the Payment Networks, Processor, Bank, and their respective Affiliates and designees: (i) to provide Services; (ii) for administrative and monitoring purposes; (iii) to enhance or improve Processor and/or Bank's products or services; (iv) in the course of any sale or reorganization of Processor and/or Bank's business; (v) to comply with Applicable Laws; (vi) for disclosure to credit reporting agencies and other financial institutions; and (vii) for marketing purposes.

### 25. Amendments and Waiver

- 25.1. Processor or Bank may amend, revise, change, or supplement this Agreement by giving Merchant thirty (30) days' notice of any such amendment, revision, change, or supplementation; provided, however, that Merchant may terminate this Agreement, without penalty or any obligation to pay the Early Termination Fee specified in Section 4.4, in response to such amendment, revision, change, or supplementation (not attributable to changes to the Operating Rules or Applicable Law) by providing Processor with written notice between the date of receiving notice of the amendment, revision, change, or supplementation and the effective date of such amendment, revision, change, or supplementation. Any amendment, revision, change, or

supplementation attributable to changes to the Operating Rule or Applicable Law may be made on less than thirty (30) days' notice and shall not be grounds for termination of this Agreement.

- 25.2. Neither Processor nor Bank will be deemed to have waived any provision of this Agreement by failing to promptly enforce the same, and no waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision of this Agreement or the same provision on any other occasion.

## 26. Notices; Electronic Notice

All notices under this Agreement to either Bank or Processor must be in writing and delivered via hand delivery or via a carrier that provides a tracking number and/or other proof of delivery. Notices to the Bank or the Processor must be sent to the addresses respectively designated on the Merchant Application for those entities, and will be deemed effective upon receipt. Bank and/or Processor may provide Merchant with effective notice under this Agreement, including, without limitation, of any amendment to this Agreement or to Processing Fees, by any of the following means: (a) via mail at the address designated in the Merchant Application (or such other address as Merchant may provide), including by statement messages appearing on any processing statement; (b) electronically, through the Merchant portal, through electronically available processing statement(s), or through any other means of electronic communication maintained by Bank or Processor which Merchant may access; or (c) electronically, via any email address designated by Merchant. Merchant expressly consents to receive documents and notices electronically and agrees to maintain access to the Internet for so long as this Agreement is in effect.

## 27. Choice of Law and Venue; Time and Procedure for Assertion of Claims

- 27.1. All disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise) arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation, or enforceability of the choice of law and venue provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.
- 27.2. Without in any way limiting Section 29 (Arbitration), with respect to any action arising out of, relating to, or in connection with this Agreement, Merchant and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Atlanta, Georgia or Fulton County, Georgia.
- 27.3. Each party agrees to provide the other prompt notice of any claim, controversy, or dispute arising under or related to this Agreement, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, upon either party's election, the parties will participate in non-binding mediation before a mutually agreed mediator. Any controversy, claim, or dispute that is not resolved through the procedures set forth above within sixty (60) days following the initial notice (or such longer period as the parties may agree) will be resolved pursuant to arbitration pursuant to Section 29 of this Agreement.
- 27.4. Neither party may bring a claim more than two (2) years after the underlying cause of action first accrues.

## 28. Attorneys' Fees

Merchant agrees to reimburse Processor and/or Bank for all attorneys' fees or other costs incurred by both or either of Processor or Bank in enforcing any provision of this Agreement against Merchant, or in obtaining any sums due under this Agreement from Merchant, regardless of whether Processor and/or Bank incur those fees in connection with a court proceeding, private dispute resolution, or outside a formal dispute resolution proceeding.

## 29. Arbitration

- 29.1. ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. Notwithstanding the foregoing, nothing in this Section prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. Furthermore, this Section 29, and the obligation to arbitrate, will not apply to claims for misuse or infringement of a party's intellectual property or confidential information.
- 29.2. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this Section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient; and (iii) the claimant(s) and respondent(s) will bear the cost of arbitration, including the cost of any filing fee, equally, subject to the discretion of the arbitrator(s) to alternatively allocate costs pursuant to the applicable rules in any final award; provided, however, that for claims equal to or less than \$25,000, Merchant and guarantor (if applicable) shall not be responsible to pay any case initiation or similar fee greater than that of the filing fee in the Superior Court of Fulton County, Georgia at the time arbitration is filed unless the arbitrator(s) determine that such claims are frivolous. The arbitrator(s) shall have no authority to award non-monetary or equitable relief or to award damages that are inconsistent with the limitations and exclusions set forth in this Agreement, nor will he, she, or they have authority to award sanctions of any type. The arbitrator(s) shall not issue a reasoned opinion for any award unless such award is greater than \$250,000. Any decision rendered in such arbitration proceedings shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce

any award or to comply with applicable law. If any part of this Section 29 is found invalid or unenforceable, the other parts of this Section 29 shall still apply.

- 29.3. MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

### **30. Continuing Guaranty**

As a key inducement for Processor and Bank to enter into this Agreement, the Guarantor(s) agree to be bound by all the terms and provisions of this Agreement the same as Merchant. Guarantor understands that this Agreement may be renewed, extended, or modified from time to time (including with regard to fees and to Merchant's payment obligations) without notice to Guarantor, even if the modifications and/or extensions increase Guarantor(s)' obligations hereunder. Guarantor(s), individually and severally, also unconditionally and personally guarantee the Merchant's full performance of its obligations under this Agreement. Guarantor(s) understand and agree that the Processor or Bank may proceed directly against Guarantor(s) without first exhausting remedies available against Merchant. Moreover, in the event Guarantor(s) is or are natural person(s), this guaranty is continuing and shall survive the death of Guarantor(s) and be binding on Guarantor(s)' heirs and estate, without any diminution of the rights of Processor or Bank with respect to the guaranty. To the fullest extent permitted by law, Guarantor(s) waive all rights and defenses available to Guarantor(s) respecting the Bank or Processor's enforcement of this guaranty. Without limiting any of the foregoing, each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (i) the Agreement cannot be enforced against the Merchant; (ii) either Processor or Bank makes or agrees to changes or modifications to the Agreement; (iii) Processor or Bank releases any other Guarantor or the Merchant from any obligation under the Agreement; (iv) a law regulation or order of any public authority affects the rights of either Processor or Bank under the Agreement; or (v) anything else happens that may affect the rights of either Processor or Bank against the Merchant or any other Guarantor. Each Guarantor further agrees that: (vi) Processor and Bank each may delay enforcing any of its rights under this guaranty without losing such rights; (vii) Processor and Bank each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor; and (viii) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either Processor or Bank in connection with the enforcement of any terms of the Agreement or this guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

### **31. Remedies Cumulative**

The rights and remedies conferred upon Processor and/or Bank under this Agreement are not intended to be exclusive of each other or of any other rights or remedies belonging to Processor and/or Bank under this Agreement, at law, or in equity. Rather, all such rights and remedies are cumulative.

### **32. Assignment; Successor Responsibility**

The Bank may assign this Agreement without Merchant's consent. Processor may assign this Agreement to another transaction processor approved by Bank. Merchant may not assign this Agreement without the express written consent of Bank and Processor, nor shall it assign any right to payments to which it may be entitled under this Agreement. For purposes of this Agreement, it shall be deemed an assignment by Merchant of this Agreement to effectuate any sale or

transfer of the equity interests of Merchant's business such that the equity holders listed in the Merchant Application collectively hold less than 50% of the equity interests after such sale or transfer. This Agreement will be binding on each party's successor(s) and/or permitted assigns.

### **33. No Third Party Beneficiaries**

The Payment Networks and Affiliates of Processor and/or Bank will be third-party beneficiaries to this Agreement, meaning that, while they have no obligations under this Agreement, they will have the right, within their discretion, to enforce of the terms of this Agreement (including, without limitation, with respect to the Operating Rules) directly against Merchant. Except as specified in the preceding sentence, there are no third-party beneficiaries to this Agreement, which is solely for the benefit of Merchant, Processor, and Bank.

### **34. Force Majeure**

Processor and/or Bank shall not be liable for any delay or inability to perform caused by acts of God, natural disasters, wars, acts of terrorism, civil disturbances, governmental actions, strikes, telecommunications failures, equipment failures, network failures, or other causes beyond Processor and/or Bank's reasonable control.

### **35. Entire Agreement; Severability**

This Agreement constitutes the complete and final agreement between the parties and supersedes all prior oral or written agreements. Except as elsewhere provided herein, this Agreement may be modified only in a writing signed by all parties hereto. If any provision of this Agreement is deemed unlawful or unenforceable, then it shall be reformed only insofar as necessary to make it lawful and enforceable, or if it cannot be so reformed, it will be severed from this Agreement without any effect on the remaining terms of the Agreement, which shall continue in full force and effect.

### **36. Survival**

Termination of this Agreement shall not terminate the obligations and rights of the parties that, by their nature or their terms, are intended to survive or be perpetual of irrevocable. Such provisions, including, without limitation, Sections 2, 3.6, 4.4, 4.5, 7.4, 7.6, 8 through 10, 11.2, 11.7, 12 through 16, 18 through 31, and 33 through 36, and 38.4 shall survive the expiration or termination of this Agreement.

### **37. Electronic Signature**

This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. A signature or other indication of acceptance received electronically or via facsimile shall be legally binding for all purposes and equally effective as a wet ink signature.

### **38. Special Provisions Related to American Express**

In addition to the remaining terms of this Agreement, Merchant agrees to the following terms in connection with its acceptance of American Express Cards:

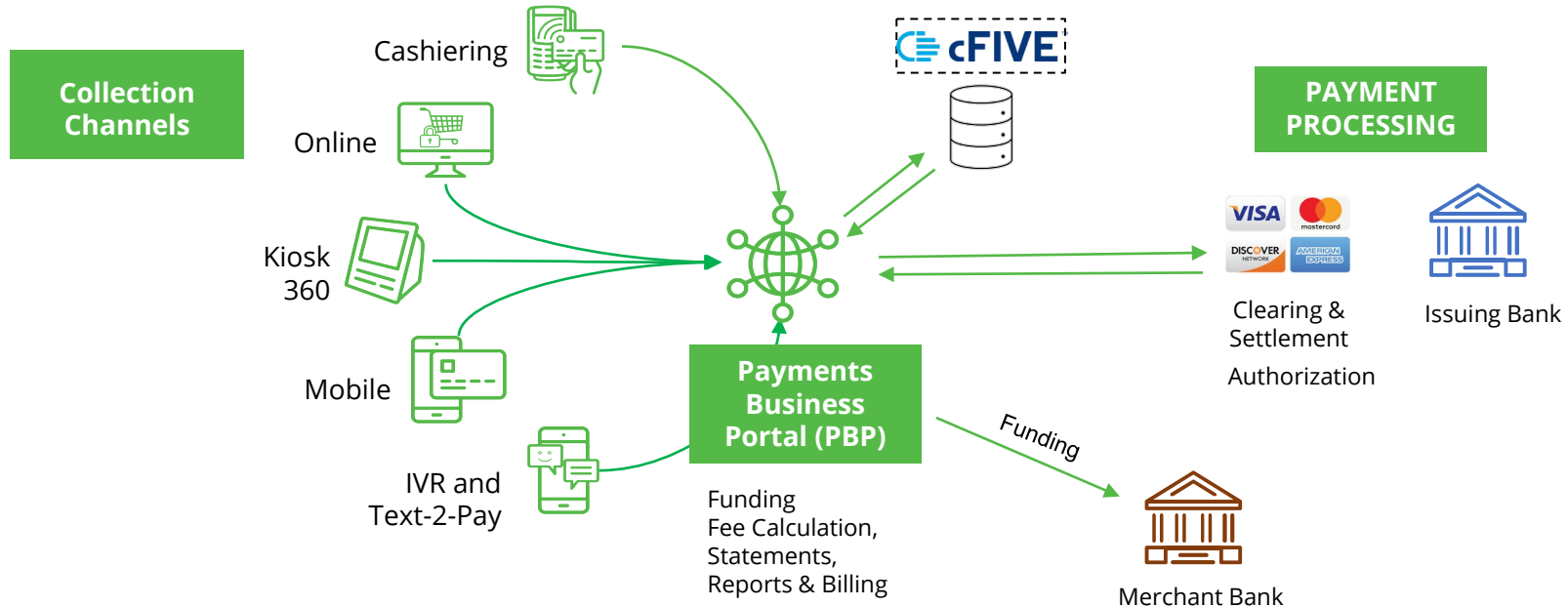
- 38.1. Merchant acknowledges that any request to accept American Express Cards is subject to approval by American Express. If approved, Merchant authorizes Processor to submit American Express Card Transactions to, and receive settlement from, American Express.
- 38.2. Merchant agrees to have a refund policy for purchases on American Express Cards that is at least as favorable as its refund policy for purchases on any other Cards.

- 38.3. Merchant may opt out of accepting American Express Cards at any time without penalty and without directly or indirectly affecting its rights to accept other Cards.
- 38.4. Upon termination of this Agreement or its ability to accept American Express Cards hereunder, Merchant agrees to remove American Express Identifiers from Merchant's website and wherever else they are displayed.
- 38.5. Merchant agrees that American Express may use information obtained in the Merchant Application to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes.
- 38.6. Merchant agrees that American Express may use Transaction data, Merchant data, and Card Information to perform its responsibilities in connection with the American Express OptBlue® Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes, and important transactional or relationship communications from American Express.

Merchant acknowledges and agrees that it may be converted from American Express Card acceptance pursuant to this Agreement to a direct American Express Card acceptance relationship with American Express if and when it becomes a "High CV Merchant," *i.e.*, a merchant with either (i) greater than \$1 million in American Express Card Transaction volume (including volume from all Merchant locations) in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express Card Transaction volume (including all volume from all merchant locations) in any three (3) consecutive months. Upon such conversion, Merchant acknowledges and agrees that (i) merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance.

# Payment Business Portal Ecosystem

Innovation from end-to-end integration solutions

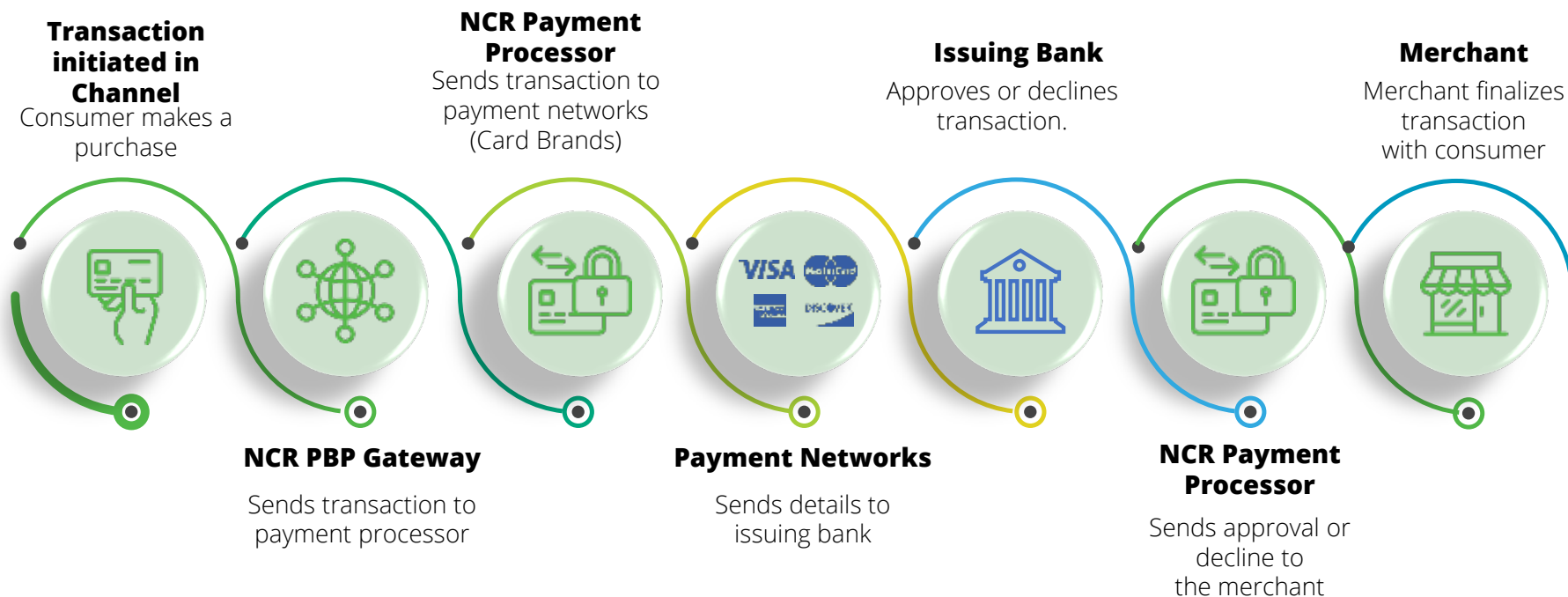


NCR manages the lifecycle of every transaction

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# Payment Transaction Processing

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# NCR PBP Funding Schedule

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Payment Business Portal (PBP) is highly configurable, this includes funding.

- **Clients are funded** the following banking day for every transaction authorized between 12:00am and 11:59pm in the client's time-zone, regardless of payment method or collection mode (payment channel).
- Funding for Friday, Saturday and Sunday occur on Monday, of Tuesday if Monday is a Federal holiday.
- Each day's deposits will fund separately to reflect each day's transaction.
- Credits and refunds hit your account separately from the deposit to ensure ease of reconciliation.

# Funding and Reconciliation (1 of 2)

## Revenue Report

5/23/2021 9:16:55 PM

6/29/2020 12:00:00 AM - 6/29/2020 11:59:59 PM | County Clerk | All Collection Modes | All Users

### Transactions

Card Type	Transactions	Reversals	Amount	Fee Amount (payer)	Fee Amount (client)	Total Remitted
Visa	16	0	\$844.00	\$20.88	\$0.00	\$864.88
MasterCard	7	0	\$234.00	\$6.43	\$0.00	\$240.43
Debit Card	6	0	\$321.00	\$7.92	\$0.00	\$328.92
<b>Credit Card Transactions Subtotal:</b>	<b>23</b>	<b>0</b>	<b>\$1,078.00</b>	<b>\$27.31</b>	<b>\$0.00</b>	<b>\$1,105.31</b>
<b>Debit Card Transactions Subtotal:</b>	<b>6</b>	<b>0</b>	<b>\$321.00</b>	<b>\$7.92</b>	<b>\$0.00</b>	<b>\$328.92</b>
<b>Transactions Subtotal:</b>	<b>29</b>	<b>0</b>	<b>\$1,399.00</b>	<b>\$35.23</b>	<b>\$0.00</b>	<b>\$1,434.23</b>
<b>Transactions Credit Card Total:</b>	<b>23</b>	<b>0</b>	<b>\$1,078.00</b>	<b>\$27.31</b>	<b>\$0.00</b>	<b>\$1,105.31</b>
<b>Transactions Debit Card Total:</b>	<b>6</b>	<b>0</b>	<b>\$321.00</b>	<b>\$7.92</b>	<b>\$0.00</b>	<b>\$328.92</b>
<b>Overall Total:</b>	<b>29</b>	<b>0</b>	<b>\$1,399.00</b>	<b>\$35.23</b>	<b>\$0.00</b>	<b>\$1,434.23</b>

All transactions in the State's financial system will tie to:

- Revenue report
- Approved transactions report
- Funding and Funding Details report
- County's DDA accounts

**All funds** will be **available** to the city's DDA the next day.

## All Approved Transactions

5/23/2021 9:18:52 PM

6/29/2020 12:00:00 AM - 6/29/2020 11:59:00 PM | County Clerk | All Collection Modes

### TRANSACTIONS - Gross

	Date Effective	Date Entered	Time	PRC	Name	Card Type	Collection Mode	Amount	Fee Amount	Total Remitted	Date Funded
1	6/29/2020	6/29/2020	08:07 AM	<a href="#">20071875</a>	[REDACTED]	VISA	POS (scanned)	\$66.00	\$1.57	\$67.57	6/30/2020
2	6/29/2020	6/29/2020	08:13 AM	<a href="#">20071877</a>	[REDACTED]	BANK	POS (scanned)	\$82.00	\$1.89	\$83.89	6/30/2020
28	6/29/2020	6/29/2020	04:26 PM	<a href="#">20071972</a>	[REDACTED]	MasterCard	POS (scanned)	\$23.00	\$0.71	\$23.71	6/30/2020
29	6/29/2020	6/29/2020	04:36 PM	<a href="#">20071975</a>	[REDACTED]	VISA	POS (scanned)	\$23.00	\$0.71	\$23.71	6/30/2020
<b>TRANSACTIONS - Gross Total</b>								<b>\$1,399.00</b>	<b>\$35.23</b>	<b>\$1,434.23</b>	

# Funding and Reconciliation (2 of 2)

## Funding Report

5/23/2021 9:10:27 PM  
6/29/2020 12:00:00 AM - 6/30/2020 11:59:00 PM | All Organization Units | All Payment Types

	Date of Batch	Funding Date	Deposit Type	Organization Unit	Payment Type	Collection Mode	TRN	Amount
01	06/29/2020	06/30/2020	Credit Card	All Organization Units	Subdivision Construction Inspections	All Collection Modes	<a href="#">FT_200630_1039.fed</a>	\$934.60
02	06/29/2020	06/30/2020	Credit Card	All Organization Units	Final Plat (\$200 + \$20/lot)	All Collection Modes	<a href="#">FT_200630_1039.fed</a>	\$200.00
03	06/29/2020	06/30/2020	Credit Card	All Organization Units	Final Plat Per Lot Fee (\$20/lot)	All Collection Modes	<a href="#">FT_200630_1039.fed</a>	\$800.00
04	06/29/2020	06/30/2020	Credit Card	All Organization Units	JP Pct 1 POS	All Collection Modes	<a href="#">FT_200630_1039.fed</a>	\$1,131.00
08	06/29/2020	06/30/2020	Credit Card	All Organization Units	County Clerk	All Collection Modes	<a href="#">FT_200630_1039.fed</a>	\$1,399.00
17	06/29/2020	06/30/2020	eCheck	All Organization Units	DC Court Costs	All Collection Modes	<a href="#">FT_200630_1039.fed</a>	\$455.00

Total : \$31,432.05

Overall Total: \$31,432.05

## Funding Details Report

5/23/2021 9:13:40 PM  
FT\_200630\_1039.fed  
6/29/2020 12:00:00 AM - 6/30/2020 11:59:00 PM | All Organization Units | County Clerk

	Trans/Reversal Date	PRC	Name	Card Number	TRN	Amount	Fee Amount	Total Remitted
1	6/29/2020 8:07:43 AM	<a href="#">20071875</a>	██████████	420413-xx-8164	FT_200630_1039.fed	\$66.00	\$1.57	\$67.57
2	6/29/2020 8:13:16 AM	<a href="#">20071877</a>	██████████	461046-xx-5996	FT_200630_1039.fed	\$82.00	\$1.89	\$83.89
28	6/29/2020 4:26:12 PM	<a href="#">20071972</a>	██████████	511361-xx-4002	FT_200630_1039.fed	\$23.00	\$0.71	\$23.71
29	6/29/2020 4:36:55 PM	<a href="#">20071975</a>	██████████	424840-xx-0408	FT_200630_1039.fed	\$23.00	\$0.71	\$23.71
Totals :						\$1,399.00	\$35.23	\$1,434.23

- Each transaction includes date funded
- Each Payment type has its own deposit and descriptor
- ACH descriptors can be used to drive BAIL data and to automate reconciliation
- NCR can create customized reports as part of the implementation process

# Payment Business Portal – Government

## Features and Functionalities

Integrated Methods	Self-Service	Payment Channels	Payment Methods
<p>PBP's is fully integrated with cFIVE PBP providing:</p> <ul style="list-style-type: none"><li>▪ Cloud Based Solution</li><li>▪ Fully-hosted Integration</li><li>▪ Semi-integrated Devices (card readers)</li></ul>	<ul style="list-style-type: none"><li>▪ Paperless billing</li><li>▪ eCommunication</li><li>▪ Text &amp; email alerts</li><li>▪ Auto-pay</li><li>▪ Recurring payments</li><li>▪ Profiles, usage, payment history</li><li>▪ One-time payments</li><li>▪ Current &amp; historical bill amounts</li></ul>	<ul style="list-style-type: none"><li>▪ Online</li><li>▪ Mobile</li><li>▪ In-Person</li><li>▪ Interactive Voice Response (IVR)</li><li>▪ Pay by Text</li><li>▪ Link &amp; Reminder</li></ul>	<ul style="list-style-type: none"><li>▪ Credit cards</li><li>▪ Debit cards</li><li>▪ eCheck (web)</li><li>▪ Check Conversion (POS)</li><li>▪ Cash, Check &amp; Money Order</li><li>▪ Apple Pay</li><li>▪ Google Pay</li><li>▪ Tokenization</li></ul>

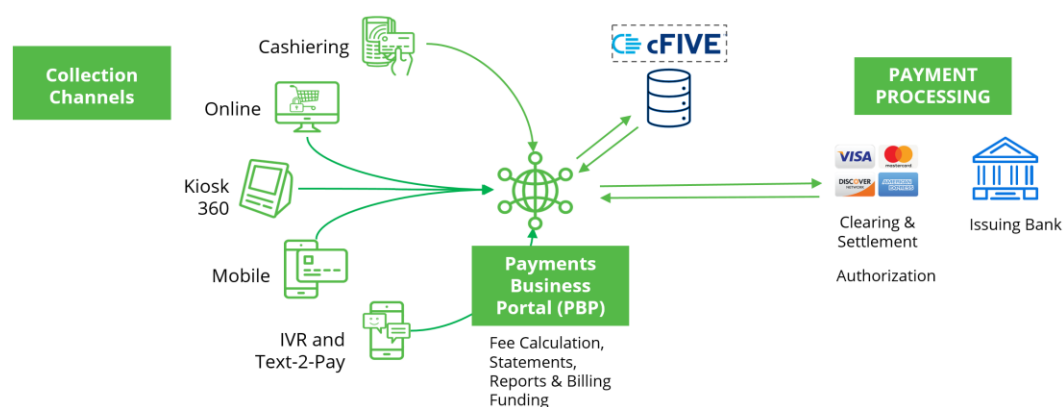
## NCR Payment Solutions:

NCR Payments Solutions is an Acquirer, Processor and Gateway connected with card brand authorization, capture and settlement in real-time. NCR Payments is a PCI DSS Level 1 compliant provider, the highest level available.

NCR's Payment Business Portal (PBP) provides a true end-to-end solution.

## Payment Business Portal Ecosystem

Innovation from end-to-end integration solutions



NCR manages the lifecycle of every transaction

NCR's PBP platform is integrated with cFIVE for all collection channels, authorization, capture and settlement and post back payment in real-time. Nevada Parole & Probation will have full access to NCR's Payment Business Portal (PBP) including all features and functionality.

## Payment Business Portal – Government

Features and Functionalities

Integrated Methods	Self-Service	Payment Channels	Payment Methods
<p>PBP's is fully integrated with cFIVE PBP providing:</p> <ul style="list-style-type: none"><li>Cloud Based Solution</li><li>Fully-hosted Integration</li><li>Semi-integrated Devices (card readers)</li></ul>	<ul style="list-style-type: none"><li>Paperless billing</li><li>eCommunication<ul style="list-style-type: none"><li>Text &amp; email alerts</li></ul></li><li>Auto-pay</li><li>Recurring payments</li><li>Personalized Payment Dashboard<ul style="list-style-type: none"><li>Profiles, usage, payment history</li></ul></li><li>One-time payments</li><li>Current &amp; historical bill amounts</li></ul>	<ul style="list-style-type: none"><li>Online</li><li>Mobile</li><li>In-Person</li><li>Interactive Voice Response (IVR)</li><li>Pay by Text<ul style="list-style-type: none"><li>Link &amp; Reminder</li></ul></li></ul>	<ul style="list-style-type: none"><li>Credit cards</li><li>Debit cards</li><li>eCheck (web)</li><li>Check Conversion (POS)</li><li>Cash, Check &amp; Money Order</li><li>Apple Pay</li><li>Google Pay</li><li>Tokenization</li></ul>

PBP is a stable, flexible and customer friendly solution provided at **no cost** to Nevada Parole & Probation when used with NCR Processing.

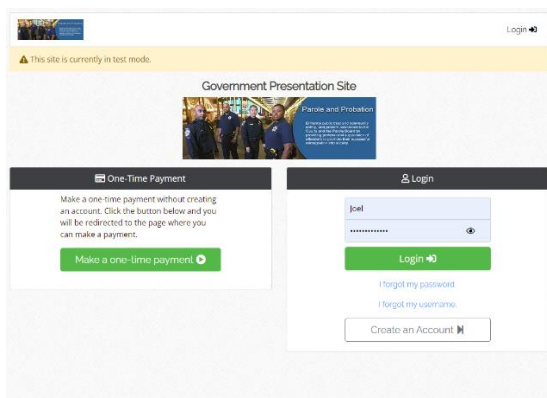
With NCR Nevada Parole & Probation will be able to consolidate funding and reduce a multiple payment gateway environment with a single platform solution for all payments. This will significantly streamline funding reconciliation and reduce overall costs to Nevada Parole & Probation. Upgrading to a single payment provider eliminates the complexity of multiple statement management and delivers efficiencies that modernize your current payment processes.

#### NCR's Government Payments Business Portal (PBP) Integration:

Based on the technical requirements provided by Nevada Parole & Probation, NCR's Payments Business Portal (PBP) delivers a powerful customer platform complete with multiple integration capabilities. These integrations are vital to delivering the highest caliber, intuitive customer experience. PBP provides a centralized system based on a scalable and secure architecture. The improved data collection and customer access, in conjunction with the previously mentioned benefits, enable Nevada Parole & Probation to achieve operational and cost efficiency. Cutting edge technology partnered with true API integration ensures a unified operational environment. Eliminating payment data systems overlap/redundancy, manual data entry errors by providing a payment system architecture that includes flexibility unlimited scalability. The advantage of integration provides for a fully collaborative IT environment, increased overall process efficiencies, through rapid communication among business units, and the data exchange between those respective systems.



NCR integration with cFive Supervisor offers Nevada Parole & Probation a Fully Hosted solution offering the Nevada Parole & Probation and your payers ease of payments and reconciliation. NCR will provide a unique URL for a dedicated database for Nevada Parole & Probation. This platform will be integrated with cFive Supervisors dedicated database for Nevada Parole & Probation. The databases communicate in real time for validated look up and a real time post back of all payments. Nevada Parole & Probation payers can create their own account save their preferred payment method, view their payment history, and set up auto-pay preferences in addition to the features and functionalities.



Fully Hosted is customized with the States preferred logo, colors, and user options.

User Options include the ability to:

- Make a 1-time payment
- Log into their account
- Create a new account

Payers can validate their account and amount due based on the Nevada Parole & Probation and cFlive's preferred set-up.

NCR's Payment Business Portal offers Nevada Parole & Probation the ability to offer multiple payment types - each can be reported and funded separately as desired.

Payers can pay using their preferred payment method including all major credit card, debit card, eChecks and electronic wallets as approved by the State.

The Shopping Cart reflects the validation data and payment amount. Multiple payments can be added to the cart for a single transaction if desired.

The Shopping Cart provides the available fee options to the payer in advance so that they can select their preferred payment method.

Make A Payment - Receipt - Government Presentation Site

Thank You for Your Payment  
Approved  
6/22/2023 8:27 PM Central Standard Time

Customer Name: Joe Lennon  
Effective Date  
6/22/2023  
Approved 20000235

Item	Amount
Restitution	\$150.00
Subtotal:	\$150.00
Transaction Fee:	\$3.38
Total Charged to: MasterCard ***** 4444	\$153.38
Total Amount Paid:	\$153.38

Collection Mode: Web

Payment Details  
Restitution  
Name: Joe Lennon - Address: 320 W. Government Street - Phone Number: 8505544367 - Account Number: 123456789 - Joe Lennon - \$150.00

A Transaction Fee has been included in the total amount paid for this transaction.

NCR's receipt can be emailed, texted, or printed based on the payer's preference.

The receipt displays the date and time the payment was made, the amount of the payment, the fee and the metadata (data used to validate) associated with the payment.

Every transaction is issued a unique number (Approved number) which will never be repeated within the State's database.

All payments and data associated with every transaction is searchable within the database 24/7/365; data is never removed from the database.