

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Department of Employment, Training and Rehabilitation Rehabilitation Division Bureau of Vocational Rehabilitation
Address:	500 E. Third Street
City, State, Zip Code:	Carson City, NV 89713-0001
Contact:	Lindsay Thompson
Phone:	(775) 684-3967
Email:	fmcu@detr.nv.gov

Public Entity #2:	City of Reno
Address:	P.O. Box 1900
City, State, Zip Code:	Reno, NV 89505
Contact:	Lori Miles
Phone:	(775) 334-3396
Email:	milesl@reno.gov

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

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

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

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

2. **DEFINITIONS**

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

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

Effective:	Upon Approval	To:	December 31, 2024
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATEMENT OF STIPULATIONS
ATTACHMENT DD:	FEDERAL PROVISIONS AND FUNDING DISCLOSURE

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

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

Grease Trap Cleaning Reimbursement shall not exceed \$200.00 per every calendar year
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Total Contract Not to Exceed:	\$400.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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

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

CETS #: 27051
REFERENCE#: 3692-25-BEN

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

City of Reno

Signature

Date

Title

Department of Employment, Training and Rehabilitation

Drazen Elez

Date

Administrator, Rehabilitation Division

Title

Josh Marhevka on behalf of
Elisa Cafferata (Director, DETR)

Date

Chief Financial Officer, DETR

Title

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____

Date

Approved
FMCU: _____

STATEMENT OF STIPULATIONS

Pursuant to the provisions of NRS 277.180 by and between City of Reno and Business Enterprises of Nevada, of the Rehabilitation Division of the Department of Employment, Training and Rehabilitation hereinafter referred to as "AGENCY", which provides for an Operator and/or Vendor to operate a food service facility at the City of Reno, City Hall (1 East 1st Street, Reno, NV 89501) in accordance with NRS 426.630 through NRS 426.720, NAC 426.010 through NAC 426.400 and in accordance with the Randolph Sheppard Act, Chapter 6A of Title 20.

1. Definitions and Descriptions:
 - a. AGENCYBusiness Enterprises of Nevada
 - b. OPERATORLicensed Operator
 - c. CITYCity of Reno
 - d. FACILITYFood Service Site 1st Floor, Reno City Hall
2. All parties agree to comply with Title VI of the Civil Rights Act of 1964, as amended, and Section 503 of the Rehabilitation Act of 1973; as amended. The OPERATOR shall comply with all applicable government regulations related to the employment and payment of personnel. The OPERATOR shall neither discriminate nor allow discrimination against any employee or applicant for employment based on race, color, religion, ancestry, disability, sex or national origin. The OPERATOR is encouraged to establish a plan on providing work opportunities for minority and disadvantaged individuals.
3. This contract shall not be construed to create a contractual relationship of any kind between the CITY and the OPERATOR or between the CITY and a Contractor or Sub-subcontractor or between any persons or entities other than the CITY and the AGENCY.
4. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or verbal agreement shall be binding on any of the parties hereto.
5. Nothing contained in this contract, or any subcontract awarded by the AGENCY, or the OPERATOR shall create any contractual relationship between any such subcontractor and the CITY. No subcontract entered into by the AGENCY, or the OPERATOR will relieve the AGENCY or OPERATOR of the performance of all work in accordance with methods subject to compliance with this contract and the operating contract, entered into between the AGENCY and the OPERATOR.
6. The CITY and AGENCY respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this contract. The AGENCY will select, train, license and assign qualified blind persons to be the OPERATOR in this contract pursuant to NRS 426.670 (1) (c). The removal of the OPERATOR is governed by NAC Chapter 426.
7. As required in SAM 0333.0, where beverages in aluminum cans are sold, AGENCY will ensure that (a) a bin or other suitable receptacle for the collection of empty cans is provided, and (b) will ensure that the recycled materials are periodically collected and delivered to an appropriate recycling center or nonprofit organization that collects cans.
8. Personnel selections of employees on the OPERATOR's payroll shall be the OPERATOR's responsibility. The OPERATOR's agents, employees and subcontractors shall be thoroughly trained and experienced in dining facility services and must possess all required permits and/or licenses. The CITY shall have no direct control over agents, employees or subcontractors of the OPERATOR. Any provision for such control shall be exercised only through AGENCY or the OPERATOR.
9. The CITY shall be responsible for all utility connection, maintenance and costs necessary to execute the tasks outlined herein.

10. As applicable, the AGENCY will ensure the OPERATOR complies with the security procedures and guidelines as established by the building manager. The building manager is to provide the OPERATOR with keys as appropriate for facility, food preparation, and storage and distribution areas. As appropriate, the OPERATOR shall be issued a security card or pass for access to the building. The CITY will provide for the security of the FACILITY and will restrict access to the area by unauthorized individuals without advanced notice to the OPERATOR.
11. The OPERATOR is responsible for the control and safekeeping of keys issued by the CITY. The CITY may require the OPERATOR and its employees to obtain security badges at the expense of the OPERATOR. All security badges shall be returned to the CITY upon separation of employment by the OPERATOR and/or termination of Operating Contract between the AGENCY and the OPERATOR. If a key is lost by the OPERATOR, employee or subcontractor, the OPERATOR shall be responsible for the cost of re-keying. All re-keying shall be accomplished by the CITY at the sole expense of the OPERATOR.
12. The OPERATOR shall cooperate with the CITY on all security matters and shall promptly comply with any project security requirements established by the CITY. Such compliance with these security requirements shall neither relieve the OPERATOR of responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the OPERATOR's obligation to undertake reasonable action as required to establish and maintain secure conditions at the FACILITY.
13. The OPERATOR shall report to both the CITY and the AGENCY, as soon as possible following the OPERATOR's knowledge of a security event or employee injury. The OPERATOR shall be responsible for all money handling processes of its agents, employees or subcontractors. The OPERATOR shall at all times conduct all operations under this contract in a manner to avoid the risk of personal injury, or of property loss, theft, or damage by vandalism, sabotage or other means.
14. The AGENCY and the OPERATOR shall operate on their own finances and credit and shall furnish at the expense of the AGENCY and/or OPERATOR all equipment and accessory items required for the work provided for in this contract. All incoming shipments of all products, food items, materials and supplies shall be to the OPERATOR's account. Under no circumstances shall shipments be made or invoiced to the CITY.
15. Assure, through the OPERATOR, the food distribution is performed in a sanitary manner in accordance with all applicable city, state and county health codes. Where applicable, the OPERATOR shall have available upon request the rating achieved on the most recent health inspection.
16. The AGENCY will address and assist the OPERATOR to resolve any quality and quantity control issues or any other matters arising as a result of this Statement of Stipulations.
17. The AGENCY may periodically request feedback from the CITY as to the quality of services provided by the OPERATOR assigned to the FACILITY.
18. The AGENCY may, in accordance with all applicable federal and state laws and regulations, replace any OPERATOR whose performance becomes unsatisfactory to the CITY. If the AGENCY removes an OPERATOR, it shall maintain the services during the interval period between removal of one OPERATOR and the licensing of a successor.
19. The CITY and the OPERATOR hereby waive any and all right of recovery from each other for the loss to personal or real property, or loss of use thereof, however occurring, to the extent that such losses are insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policies of insurance. This waiver shall include, but not be limited to; losses covered by policies of fire, extended coverage, boiler

explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

20. The CITY will permit OPERATOR to cover the following glass windows with vinyl window coverings, advertising the FACILITY to the public:
 - Virginia Street Entrance Breezeway Glass Window (85 inches wide, coverage top to bottom)
 - Virginia Street Windows looking into FACILITY (18 feet 3 inches wide, coverage bottom of glass up 8 feet minimum)
 - 1st Street Windows looking into FACILITY (23 feet 9 inches wide, coverage bottom of glass up 8 feet minimum)
21. The AGENCY will reimburse CITY once every twelve (12) months for a cleaning of the Grease Trap, utilized by OPERATOR at the FACILITY. The reimbursement will occur after CITY presents AGENCY with a copy of a paid Grease Trap Cleaning invoice along with an invoice for the reimbursement. Reimbursement will be no more than Two Hundred Dollars (\$200.00) per twelve (12) months.

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
(In accordance with 2 C.F.R. Part 200, Appendix II)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

(J) See § 200.322 Procurement of recovered materials

Funding Disclosure Statement

FFY 2019

Funding from US Dept. of Education – For Nevada Vocational Rehabilitation (VR), Supported Employment (SE), and/or the Independent Living Services for Older Individuals Who are Blind (OIB) programs.

For VR: Federal VR grant paid 78.7% of costs. In FFY2019, Nevada VR received \$19,623,751 in Federal VR funds. Non-Federal funds paid 21.3% of costs (\$5,311,130).

For SE: Federal grant paid 95% of costs. In FFY2019, Nevada VR received \$69,685 in Federal SE funds. Non-Federal funds sources paid 5% (\$4,003) of costs.

For OIB: Federal funds paid 90% of costs. In FFY2019, Nevada received \$221,143 in Federal OIB funds. Non-Federal funds paid 10% (\$24,571) of costs.