

## **ATTACHMENT A**

### SCOPE OF WORK

STATE OF NEVADA, DEPARTMENT OF HEALTH AND HUMAN SERVICES

*And*

WASHOE COUNTY

### **PURPOSE**

The intent of this memorandum is to institute an agreement allowing Washoe County to lease space on the Department of Health and Human Services, Northern Nevada Adult Mental Health to operate its Washoe County vulnerable-populations programs.

### **PREMISES**

The State of Nevada is the owner of the real property at the Department of Health and Human Services, Northern Nevada Adult Mental Health Campus at: 605 South 21<sup>st</sup> Street, Sparks, NV 89431; buildings 325, 335, 345, 600/601, 602, 603, 604, 605, 606. 480 Galletti Way, buildings 8B, 8C, 8 Central, 8 South, 2A, 14, and 15 (the "Premises").

### **USE OF PREMISES**

Washoe County, through County staff and contracted providers shall use and occupy the Premises for the purpose of operating vulnerable population programs. Washoe County has had the opportunity to inspect the Premises and accepts the Premises 'as -is.' As such, the Premises are leased 'as-is' and the State does not warrant or guarantee that the Premises are in compliance with applicable building codes and fire/life safety codes, and ADA requirements. Therefore, the Premises may not be suitable for the stated Use of the Premises.

### **CONDITION OF PREMISES**

At the end of term, Washoe County shall, at the expiration or termination of the Contract, return the premises to as good a condition as when the Certificate of Occupancy was issued, excluding conditions caused by acts of God, ordinary wear and tear, and approved alteration and improvements.

Current Condition of the Premises – The Premises are leased 'as-is' and may not be suitable in their current condition for the stated Use of Premises.

Washoe County is solely responsible for performing an assessment of all Premises to determine occupancy needs, building code compliance, ADA requirements and State Fire Marshal code compliance.

## **CONSTRUCTION OF IMPROVEMENTS**

Washoe County shall be solely responsible for financing the planning, design, and construction necessary to bring the Premises into code compliance (Project). The State of Nevada is not responsible for funding the project.

Washoe County shall pay all fees and costs associated with the planning, design, and construction of the Project, including but not limited to, any fees and costs associated with licensing and permits issued by agencies of the State of Nevada.

Entry and construction on the Premises by Washoe County and its contractors is subject to obtaining a temporary right of entry for construction from the Division of State Lands.

Washoe County understands that final approval of any planning, design, and construction efforts for the Project is contingent upon Washoe County its contractors securing all necessary permits, licenses, and authorizations from all required agencies of the State of Nevada. The Department of Health and Human Services agrees to fully assist and cooperate with the Washoe County in these efforts but cannot guarantee the outcome. Final approval of the Project is contingent upon separate agreements and compliance with all polices, regulations, and laws of the State of Nevada as determined by the required agencies.

Washoe County must obtain a Right-of-Entry Agreement with the Division of State Lands to facilitate final design, construction, of the Project, including any utility connections, on the real property. As a part of a Right-of-Entry Agreement, Washoe County and its contractor must submit all requested insurance, performance bonds, and other requirements before any entry or construction may begin.

Before construction may begin Washoe County must submit all required plans, designs, construction-related materials, performance bond and required insurance for the construction projects to the Division of Public Works for final review, approval, and issuance of a permit. The Project will be subject to the State Public Works Division's Building Official inspection.

Washoe County shall give DHHS and SPWD notice of construction projects. The notice shall be given to the state a minimum of 60 days prior to construction notice to proceed. Each notice shall be accompanied by the anticipated start and end date.

Upon completion of construction of the Project, the State of Nevada by and through the Department of Health and Human Services shall maintain ownership of the land, buildings, and all fixtures. Washoe County will forever relinquish any right or claim of ownership of the Project and the State of Nevada shall thereafter maintain and control it, except as limited by this Agreement.

Washoe County agrees that it must follow all certification, permitting, inspection, licensing and review processes and procedures throughout the duration of the Project. This memorandum does not constitute a waiver of any requirements of the policies, regulations, and laws of the State of Nevada.

## **SERVICES**

Washoe County agrees, to provide through contract or their own programs the following services to include:

- a. Janitorial services
- b. Telephone services
- c. Computer and data services and repairs
- d. Interior and exterior pest control
- e. Snow and ice removal
- f. 24 hour per day 7 days per week security personnel

## **MAINTENANCE**

Washoe County shall take good care of the Premises and all personal property contained therein, and keeps the same in neat, clean and in good maintenance. Any and all repairs and/or maintenance must be performed by licensed contractors and in compliance with State Public Works Division, Building Official requirements, including plan check, permitting and inspection if required.

Washoe County agrees to provide maintenance and make any and all necessary efforts to keep the buildings in good condition during the term of the Contract, including but not limited to:

- a. Fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities)
- b. Heating and air conditioning
- c. Hot water heaters and boilers
- d. Exterior and interior paint
- e. Exterior and interior lighting
- f. Plumbing
- g. Electrical
- h. Exterior and interior Walls
- i. Window and doors that fail
- j. Restrooms
- k. General roof maintenance, clearing gutters, and other clearing of debris
- l. Sidewalks associated with buildings identified in Premises section and mutually agreed upon between Washoe County and the Department of Health and Human Services.
- m. Fencing associated with buildings identified in Premises section and mutually agreed upon between Washoe County and the Department of Health and Human Services.
- n. Landscaping maintenance to include seasonal cleanup of grounds associated with the buildings identified in Premises section and mutually agreed between Washoe County and the Department of Health and Human Services.
- o. Utilities provided by the State to the premises occupied by Washoe County under this agreement shall be paid for by Washoe County to the State as a common expense due to the nature of the metering of utilities. The common expense shall be allocated as a percentage of square footage occupied by each party on the campus and paid per that percentage of the individual utility bill. For example, electrical service is provided through one meter to the entire campus, Washoe County will pay based on the percentage of total square footage of the campus divided by the space occupied by Washoe County. A review for utility use abnormalities

shall be conducted by Washoe County and the State of Nevada to verify this approach at the end of year one. If it is determined that a better process to split the cost of utilities is appropriate Washoe County will make necessary adjustments.

Washoe County shall make all repairs and replacements to the premises which are necessary during the term of this lease to the standards of the current codes adopted by the SPWB and permitted by the authority having jurisdiction. In addition to Washoe County's maintenance obligations, Washoe County shall also be responsible for replacement of major buildings components including but not limited to boilers, HVAC and fire sprinklers and other systems as necessary. All work performed must be in conformance with State Public Works Board construction standards, building codes and other applicable codes, and permitting and inspection when required.

The State of Nevada by and through the Department of Health and Human Services shall be responsible for the structural elements of the building.

The State of Nevada, by and through the State Public Works Division maintains the roofs, pursuant to Preventative Maintenance Agreements. In the event any roof requires repairs it shall be performed in a manner consistent with those existing agreements. If replacement of a roof is necessary, the Department of Health and Human Services shall pursue replacement pursuant to the State's Capital Improvement Program. Any construction performed by State in connection with roof replacement shall include necessary actions to protect Washoe County Property and personnel from loss, damage, and injury and to the extent possible avoid disrupting Washoe County's use and occupancy of the premises.

#### **EQUIPMENT/OFFICE SUPPLIES**

Washoe County is responsible for supplying its own equipment and office supplies necessary for the operation of its program. Washoe County shall be permitted to use existing appliances in the building. Should any of these appliances fail, Washoe County shall be responsible for repairing or replacing these appliances.