

LEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into on this 1st day of June, 2024 (the "Effective Date") by and between IRG Plaza LLC. hereinafter referred to as "Lessor" and WASHOE COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the sole owner of the premises located at 777 W. 5th Street, Reno, NV 89503 (APN #: 007-242-24) (the "Premises"); and

WHEREAS, Lessor has offered the Premises for lease; and

WHEREAS, Lessor and Lessee have agreed to a Eleven (11) year original term; and

WHEREAS, Lessee has a need for the described Premises (as hereinafter defined); and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities for the occupancy of the described Premises from Lessor for residential support of the Washoe County Human Services Agency Men's CrossRoads Supportive Living Community Program and affiliated services; and

WHEREAS, upon final execution, it is the Parties' intent that this Agreement will supersede and replace any and all previous agreements between the parties that are related to the Premises; and NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF PREMISES

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, the Premises generally known and designated as Plaza Apartments at 777 W. 5th Street, Reno, NV 89503, together with exclusive and non-exclusive use of all common areas, including parking area, entrances, hallways, and restrooms as described herein.

SECTION TWO

TERM OF AGREEMENT

The term of the Agreement and payment of rent by Lessee pursuant to Section Three hereof and the assumption of Lessee's obligations under this Agreement shall commence on the Effective Date and shall continue for a period of eleven years (11) years and one (1) month,

ending on June 30, 2035.

SECTION THREE

RENTAL AND COMMON AREA EXPENSE

Lessee agrees to pay Lessor on or about the first (1st) County business day but no later than the 15th County business day of each calendar month in a location designated by Lessor which Lessor may change from time to time in writing, rent for the Premises described in Section One above, as follows:

A. Lease & Security Deposit in the amount of FORTY THOUSAND DOLLARS AND NO/100 (\$40,000.00). The Lease Deposit shall be refundable, less any damages to the Premises and outstanding balances owed, upon expiration of this Agreement, and Lessee vacating and surrendering the Premises to Lessor in the condition required by this Agreement and free of any and all subtenants.

B. Contract Payment Schedule including 3% annual escalation:

- a. June 1, 2024 to June 30, 2024:
 - i. Security Deposit: \$40,000.00
 - ii. Rent: Up to \$34,333.00 (Dependent upon prorated calculation for actual number of units delivered on June 1, 2024.)
- b. Original Annual Term July 1, 2024 through June 30, 2025 \$412,000.00
- c. Year 2 July 1, 2025 through June 30, 2026: \$424,360.00
- d. Year 3 July 1, 2026 through June 30, 2027: \$437,091.00
- e. Year 4 July 1, 2027 through June 30, 2028: \$450,204.00
- f. Year 5 July 1, 2028 through June 30, 2029: \$463,710.00
- g. Year 6 July 1, 2029 through June 30, 2030: \$477,621.00
- h. Year 7 July 1, 2030 through June 30, 2031: \$491,950.00
- i. Year 8 July 1, 2031 through June 30, 2032: \$506,709.00
- j. Year 9 July 1, 2032 through June 30, 2033: \$521,910.00
- k. Year 10 July 1, 2033 through June 30, 2034: \$537,567.00
- l. Year 11 July 1, 2034 through June 30, 2035: \$553,694.00

C. Upon delivery of all 33 units, rent shall be paid in equal amounts monthly in an amount not to exceed the annual payment schedule described herein. Lessor agrees that Lessee will pay on a prorated basis for the partial availability for occupancy of the Premises until full occupancy of the Premises can be achieved. Until all 33 units are delivered to Lessee, Lessor agrees rent shall occur on a prorated basis of ONE THOUSAND FORTY DOLLARS (\$1040.00) per delivered unit, per month, regardless of unit type or THIRTY-FIVE DOLLARS \$35.00 per day of Lessee occupancy if delivery of a unit cannot occur on or before the 5th day of the month in which the unit is delivered. Lessor and Lessee acknowledge and agree that full availability for occupancy of the Premises shall mean delivery of thirty-three (33) vacant units for occupancy (the “Delivery Date”). Units shall be delivered to Lessee in move-in ready condition.

D. Lessor agrees to pay for all Property Taxes; Capital Expenses (i.e., Roof repairs and roof maintenance, building structure (i.e., foundation, building structure, plumbing and sewer line to the buildings, replacement of mechanical systems (“Capital Expenses”); and costs for Lessor’s property and liability insurance for the Premises.

E. All common area expenses, including without limitation gardening, weeding, and landscaping, sweeping, snow removal, trash disposal, and other janitorial services shall be paid at the sole cost and expense of Lessee without any cost or obligation to Lessor, with the exception of Lessor expenses specifically described in this Agreement. Upon mutual agreement, the use of all common areas, including parking shall be subject to such reasonable rules relating to such use as the Lessor may from time to time be required to establish. Only upon full delivery of the Premises, Lessee shall have exclusive use of Common Areas as defined in this Agreement and shall have exclusive use of parking areas related to the Premises as defined in this Agreement.

F. Lessee shall pay operating expenses of the Premises, on a per delivered unit basis until all units are delivered, including without limitation, repairs, replacements, maintenance, cleaning, security, interior painting, or similar work, including, without limitation, work needed to be done to make a unit participant ready; snow removal and pest control services; day-to-day maintenance of the units including janitorial services, washers and dryers (clean and maintained); keeping units clean and pest and vermin free, in safe condition in accordance with all health regulations and laws; utilities (including, without limitation, water, sewer, gas, electric, cable and internet service) serving the Premises, and shall pay all deposits, fees, and charges; and trash removal with waste management. Lessee shall, at all times during the term of this Agreement, at

Lessee's sole cost and expense, procure or maintain and continue to enforce all appropriate insurance coverage including but not limited to General Liability, Worker's Compensation, County Property Loss, etc. Lessor and Lessee agree that, upon request, either Party (Lessor or Lessee) shall provide the other Party with reasonable documentation evidencing their respective required payments as described herein. Lessor and Lessee acknowledge such information may be shared with third parties as needed to ensure Lessor or Lessee compliance with any imposed commitment, requirement, condition, regulation, or statute, respectively; and further, Lessor and Lessee consent to information sharing as described by way of this Agreement.

SECTION FOUR

COMMON AREA MAINTENANCE

A. Lessee shall maintain the Common Areas in good condition and repair. The term "Common Areas" mean all areas and facilities outside the Premises and within the exterior boundaries of the Premises, including, without limitation, all areas of the Premises, except for interior areas of the units that are provided and designated by the Lessee from time to time for the general use and convenience of the Lessee and other lessees, or owners of portions of the property pursuant to reciprocal easement agreements, and their respective invitees and authorized representatives.

B. Common area maintenance for Lessee shall include, but is not limited to, all such maintenance and repair work as shall be required to preserve and maintain the utility of the Common Area. Lessor is responsible for Common Area capital expenses including but not limited to resurfacing, crack filling and sealing of parking lot and painting of common pedestrian walkways, throughways, roadways, service corridors, balconies, and patios; basic maintenance and repair or replacement of the exterior roof, exterior roof coverings, exterior supporting structures, walls and doors; lighting and all utilities utilized in connection therewith; reasonable management; and other modifications required for compliance with any statutes, ordinances and/or regulations, including changes in installations for supply of utilities or sanitary facilities or other public facilities and other maintenance in the Lessor's judgment is necessary for the operation of the Common Areas.

SECTION FIVE
USE OF PREMISES

A. Lessee shall use the Premises for conducting the business activities of the Washoe County Human Services Agency Men's CrossRoads Supportive Living Community Program and affiliated services, and for other general government purposes related to the business activities of the Washoe County Human Services Agency Men's CrossRoads Supportive Living Community Program. Lessee shall not use, or permit said Premises or any part thereof to be used for any purpose other than the conduct of the necessary business of Washoe County government as described herein. For the avoidance of doubt, Lessee shall not use the Premises (or any portion thereof) for any commercial or retail use.

B. Lessee shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal, state, county, or local statute, code or regulation.

C. Lessee shall make reasonable efforts to ensure that the Premises are free of alcohol, marijuana, psilocybin mushrooms, illegal drugs, and weapons at all times. Additionally, tobacco smoking and vaping shall not be permitted inside the building(s) located on the Premises.

SECTION SIX
TENANT IMPROVEMENTS AND REPAIRS

A. The parties hereby acknowledge that the Premises are in good condition, are architecturally acceptable to Lessee, and shall not be altered, repaired or changed except as provided herein; provided, that in no event shall any Capital Expenses be incurred by Lessee without Lessor's prior written consent.

B. Lessee agrees that it shall not erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls, except such items as are necessary to suitably decorate or make the Premises attractive for the purposes intended, without the prior written consent of Lessor. Upon Lessor's request, Lessee shall prepare plans and specifications of such work and submit the same to Lessor for its approval prior to making such alterations or improvements. Said approvals will not be unreasonably withheld.

C. The parties agree that all the erections, additions, fixtures and improvements made by Lessee in or upon said Premises, which cannot be removed without substantially affecting the integrity of the building, shall remain upon the Premises at the termination of said term by lapse

of time or otherwise, without compensation to Lessee. All of Lessee's movable equipment, office furniture, shelving and any decorative items, which can be removed without substantially affecting the integrity of the building shall be removed by Lessee at its expense.

D. The erection, construction, installation or making of any improvements shall be accomplished in a lien-free, good, and workmanlike manner and in compliance with all applicable federal, state, county and municipal laws and regulations and shall return the Premises to Lessee in broom clean condition.

SECTION SEVEN

LESSOR IMPROVEMENTS

A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the buildings on the Premises, as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Premises, a minimum four (4) hours of notice of Lessor's intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Premises, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.

B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public and shall return the Premises to Lessee in broom clean condition.

SECTION EIGHT

MAINTENANCE, REPAIRS AND INSPECTIONS

A. Lessor, at its sole cost and expense, shall be responsible for incurring periodic Capital Expenses as described in this Agreement. Lessee at its sole cost and expense shall be responsible for expenses as described in this Agreement. Lessor, however, shall not be responsible for making repairs or replacements or incurring any Capital Expenses caused by willful destruction or negligence by Lessee, Lessee's occupants, Lessee's contractors, agents, and/or employees.

B. Lessor shall maintain and repair at its sole cost and expense, the parking areas and sidewalks, the elevators, roof, exterior walls and windows, and overhead roll-up doors on or at the Premises, together with all central mechanical equipment, to specifically include all heating, ventilating and air conditioning equipment, necessary to provide service to the Premises and

maintain the Premises in a reasonable and safe manner and in full compliance with all federal, state and local laws.

C. Lessee shall keep the Premises free from any liens arising out of any work that it may perform, or materials furnished, or obligations incurred by Lessee. Lessee shall have twenty (20) days from the date of notice of said lien, as provided by Lessor, within which to remove said encumbrance without breaching the provisions of this Agreement.¹

D. Lessee shall permit Lessor or its authorized agent to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining the building in which the Premises are located.

E. Except for the obligations of Lessor under this Agreement and Lessee's obligations under this Agreement, Lessee agrees that the Premises shall be leased to the Lessee by Lessor, and that the Lessee shall accept possession of the Leased Premises on the Commencement Date strictly on an "as is, where is, with all faults" basis, and that Lessor has not provided Lessee with any representation or warranty of any kind or nature, express, implied, or otherwise, including, but not limited to, any representation or warranty concerning title to the Leased Premises, the physical condition of the Premises (including, but not limited to, the condition of the soil or the improvements), the environmental condition of the Premises (including, but not limited to, the presence or absence of Hazardous Substances on, in or under the Premises), the compliance of the Premises with applicable laws and regulations (including, but not limited to, zoning and building codes or development or use rights respecting the Premises), or any other matter respecting any expenses, charges, liens or encumbrances, rights or claims on, affecting or pertaining to Lessor or the Premises or any part thereof. Lessor and Lessee agree to provide notice to one another within three (3) business days of learning of either Party learning of any fault, hazard, environmental condition, compliance or other matter sufficiently material in nature as to impact, or potentially impact the Premises, and further agree to mutually cooperate in discussions related to solutions or remedies.

SECTION NINE

UTILITIES, JANITORIAL, TELEPHONE AND TAXES

A. All gas, electricity, water, sewer, cable, internet service, trash, and other public utility uses specifically used upon and separately metered to the Premises shall be at the sole cost and expense of Lessee.

B. Lessee shall pay for all telephone service costs incurred for installation of equipment and establishment of initial service and for ongoing monthly service charges for equipment, fees, line and toll charges or any changes thereto specifically requested by Lessee.

C. Lessor shall pay costs for all real property taxes and/or assessment fees without cost or obligation to the Lessee.

SECTION TEN

SIGNS

Lessee agrees to work collaboratively to gain Lessor's permission to affix certain signage to the exterior of the buildings located at the Premises. Lessor agrees consent shall not be unreasonably withheld; provided, that upon the expiration or earlier termination of this Agreement, Lessee shall remove, at Lessee's sole cost and expense, any signage affixed to the buildings located at the Premises within fifteen (15) Business Days of the date of expiration or termination of this Agreement.

SECTION ELEVEN

WAIVER

Any failure on the part of either party to take action against the other for any breach or covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE

DESTRUCTION OF PREMISES

A. In the event of a Condemnation which is not a Total Condemnation (each such event, a "Partial Condemnation"), or in the event of a Casualty (as hereinafter defined), subject in all respects to the terms and provisions of the mortgage loan documents encumbering the Premises:

- a. Net Awards. All Net Awards (as hereinafter defined) shall be paid to Lessor provided such Net Awards were intended for repair, restoration, or replacement of the Premises. Net Awards intended to repair, repair, replace, or otherwise compensate Lessee for Lessee losses shall be paid to Lessee.

- b. Continuation of Lease. This Agreement shall continue in full force and effect upon the following terms:
- i. All Rent and other sums due under this Agreement shall continue unabated for unaffected units provided units remain in safe, accessible, and usable condition by Lessee. All rent or sums due shall be adjusted back to the prorated basis described in this Agreement for units deemed unsafe, inaccessible, or otherwise unusable.
 - ii. Lessor shall promptly commence and diligently prosecute restoration of the Premises to the same condition, as nearly as practicable, as prior to such Partial Condemnation or Casualty. Subject to the terms and provisions of the mortgage loan documents encumbering the Premises, prior to the disbursement of any portion of the Net Award with respect to a Casualty, Lessee shall provide evidence reasonably satisfactory to Lessor of the cost(s) of restoration expenses incurred as a result of the event or Casualty. Lessor shall be entitled to keep any portion of the Net Award from Lessor's insurer which may be in excess of the cost of restoration. If the Net Award is paid by the County or the County's insurer, Lessor shall not retain any portion which may be in excess of the cost of restoration.
 - iii. Notwithstanding any other provision to the contrary contained in this Section 12, in the event that, as a result of a Partial Condemnation or Casualty at any time during the term of this Agreement, Lessee shall reasonably estimate in the exercise of good faith business judgment that the Premises cannot be used for the same purpose and substantially with the same utility as before such Partial Condemnation or Casualty (and Lessee provides to Lessor an officer's certificate executed by an officer of Lessee certifying to the same), then, subject to the terms and conditions set forth in this subsection (iii), Lessee shall have the right, exercisable by written notice given to Lessor no later than forty five (45) days following such Partial Condemnation or Casualty, to terminate this Agreement. If Lessee elects to terminate, this Agreement shall

terminate as of the last day of the month during which such forty-five (45) day period expired. Lessee shall vacate and surrender the Premises by such termination date, in accordance with the provisions of this Agreement, and all obligations of either party hereunder with respect to the Premises shall cease as of the date of termination; provided, however, Lessee's obligations to Lessor under any indemnification provisions of this Agreement, and Lessee's obligations to pay Rent and all other monetary obligations (whether payable to Lessor or a third party) accruing under this Agreement with respect to the Premises prior to the date of termination shall survive such termination subject to, and in accordance with, the terms hereof.

B. Definitions:

- a. "Casualty" means any loss of or damage to any property included within or related to the Premises or arising from an adjoining property caused by an act of God, fire, flood or other catastrophe.
- b. "Condemnation" means a Taking and/or a Requisition.
- c. "Net Award" means (a) the entire award payable with respect to the Premises by reason of a Condemnation whether pursuant to a judgment or by agreement or otherwise; or (b) the entire proceeds of any insurance award required under this Agreement payable with respect to the Premises, as the case may be, and in either case, less any Costs incurred by Lessor in collecting such award or proceeds. Net Awards payable with respect to County property or other losses incurred at the Premises or costs incurred by Lessee at the Premises or elsewhere as a result of the event at the Premises shall remain payable to Lessee.
- d. "Taking" means (i) any taking or damaging of all or a portion of the Premises (1) in or by condemnation or other eminent domain proceedings pursuant to any law, general or special; or (2) by reason of any agreement with any governmental authority condemnor in settlement of or under threat of any such condemnation or other eminent domain proceeding; or (ii) any de facto condemnation. The Taking shall be considered to have taken place as of the later of the date actual physical possession is taken by the condemnor, or the

date on which the right to compensation and damages accrues under the Law applicable to the Premises.

C. Lessee shall have the right to claim and recover from the condemning authority such compensation may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damages to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's furniture, fixtures, equipment and leasehold improvements.

D. This provision is not intended to affect the rights of either party to seek recovery against the person responsible for the damages, subject, however, to the provision of Section 15 below.

SECTION THIRTEEN

INTENTIONALLY OMITTED

SECTION FOURTEEN

INDEMNIFICATION

A. Lessor shall hold harmless, indemnify and defend Lessee from and against any and all Losses due to injury including death, or property damage, to any third party arising out of the negligent acts or omissions of the Lessor, its agents or employees, in connection with the ownership of the Premises and the Lessor's duties and responsibilities pursuant to this Agreement.

B. Lessee shall hold harmless, indemnify and defend Lessor from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent acts or omissions of the Lessee, or its employees, arising out of the use of the demised Premises and the Lessee's duties and responsibilities pursuant to this Agreement and to the fullest extent provided by law and in the manner authorized by law.

C. Pursuant to Nevada Revised Statutes, Chapter 41 and without waiving any provisions thereof, Lessee, shall hold harmless, indemnify and defend Lessor from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Lessee, its agents, contractors or employees, arising out of the use of the Premises and the Lessee's duties and responsibilities pursuant to this Agreement.

D. Lessee hereby assumes all risk of damage to property or injury to persons or property in, upon or about the Premises for or related to Lessee's usage of Premises from any cause

whatsoever and agrees that Lessor shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Lessee or by other persons (including without limitation, any participants) claiming through Lessee, provided such damages, losses, or injuries are not caused by Lessor's gross negligence, or otherwise willful action or inaction Lessee assumes no risk for persons or property in, upon or about the Premises for reasons not related to the Lessee, Lessee's occupants, Lessee's contractors, agents, subagents, volunteers, and/or employees.

E. **"Losses"** means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, Costs, diminutions in value, fines, penalties, interest, charges, fees, judgments, awards, amounts paid in settlement and damages of whatever kind or nature, inclusive of bodily injury and property damage to third parties.

SECTION FIFTEEN²

INSURANCE

- A. Lessor, at its sole cost and expense, shall:
 - a. Secure and maintain fire, premises liability and extended insurance on the building in which the Premises are located in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.
 - b. Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and,
- B. Lessee, at its sole cost and expense, shall:
 - a. Maintain fire insurance on all contents owned by the Lessee located at the Premises.
 - b. Lessee may fund any financial obligation relating to its negligence and liability through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Premises by Lessee shall be forwarded to Lessee in a timely manner.

- c. Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance.

SECTION SIXTEEN

HAZARDOUS SUBSTANCES

A. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed of, in or upon the Premises, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. Lessee shall not act or fail to act or allow any employee(s), any other tenant, subtenant, occupant, guest, customer or other user of the Premises to act or fail to act in any way that (i) materially increases a risk to human health or the environment, (ii) poses an unreasonable or unacceptable risk of harm to any person or the environment (whether on or off the Premises), (iii) gives rise to liability under any environmental law, (iv) is contrary to any material requirement set forth in the insurance policies maintained by Lessee or Lessor, (v) constitutes a public or private nuisance or constitutes waste, (vi) violates any covenant, condition, agreement or easement applicable to the Premises, or (vii) would result in any reopening or reconsideration of any prior investigation or causes a new investigation by a governmental authority having jurisdiction over the Premises.

B. Lessee shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless Lessor from and against any and all Losses suffered by a Lessor (or any party claiming by or through Lessor), including without limitation, all reasonable, actual, costs of remediation (whether or not performed voluntarily), arising out of or in any way relating to any environmental laws, Hazardous Substances, above or below ground, storage tanks, or other environmental matters concerning the Premises, caused by Lessee during term of this Agreement, excluding Losses suffered by Lessor arising out of the gross negligence or willful misconduct of Lessor. Lessee shall assume no such responsibility nor provide any form of assistance, reimbursement, remediation, or indemnity as described herein without limitation for any incident arising from or caused by Lessor. It is expressly understood that Lessee's obligations under this Section 16 shall survive the expiration or earlier termination of this Agreement for any reason by a period of not more than 365 days.

C. If hazardous substances have been used, stored, manufactured, released or disposed in or upon the Premises or connected areas outside the Premises, or if the Premises or connected areas outside the Premises, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments.

D. "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION SEVENTEEN

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

A. This Agreement at all times shall automatically be subordinate to the lien of any and all ground leases and mortgages now or hereafter placed upon any of the Premises by Lessor, and Lessee covenants and agrees to execute and deliver, upon written demand, such further instruments subordinating this Agreement to the lien of any or all such ground leases and mortgages as shall be desired by Lessor, or any present or proposed mortgagees under trust deeds of trusts or mortgages, upon the condition that Lessee shall have the right to remain in possession of the Premises under the terms of this Agreement, notwithstanding any default in any or all such ground leases or mortgages, or after the foreclosure of any such mortgages, so long as no event of default under this Agreement shall have occurred and be continuing. At Lessee's request, Lessor shall use commercially reasonable efforts to cause any lender, mortgagee or prime ground lessor, as applicable, to execute and deliver to Lessee a Subordination, Non-Disturbance and Attornment Agreement (the "SNDA"), on commercially reasonable terms and generally consistent with the terms of this Agreement.

B. Lessee agrees to execute any documents required to effectuate such subordination to the lien of any mortgage, deed of trust, or other security document, as the case may be, and failing to do so within forty-five (45) days after written demand shall give Lessor the right to terminate this Agreement and immediately re-enter the Premises.

C. Lessee shall in the event of the sale or assignment of Lessor's interest in the real property or building of which the Premises are a part, or in the event of any proceeding brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed

of trust made by Lessor covering the Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as Lessor under this Agreement.

D. Any purchaser, assignee, or other party acquiring Lessor's interest in the real property or building of which the Premises are a part, agrees to recognize the validity and enforceability of this Agreement and that notwithstanding any default by Lessor with respect to any mortgage, deed of trust, or other security document, Lessee's possession, quiet enjoyment and all of Lessee's rights under this Agreement in and to the Premises shall not be disturbed by such purchaser, assignee or other party unless Lessee is in default under the terms of this Agreement.

E. At any time, and from time to time, Lessee or Lessor (each party, a "Requested Party") shall, promptly and in no event later than ten (10) Business Days after a request from the other party (the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party or the lender or mortgagee of the Requesting Party, as the case may be, a certificate in the form supplied by Lessor, certifying: (a) that Lessee has accepted the Premises; (b) that this Agreement is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Agreement is not in full force and effect, the certificate shall so specify the reasons therefor; (c) the commencement and expiration dates of the term of this Agreement; (d) the date to which Rent has paid under this Agreement and the amount thereof then payable; (e) whether there are then any existing defaults by Requested Party in the performance of its obligations under this Agreement, and, if there are any such defaults, specifying the nature and extent thereof; (f) that no notice has been received by Requested Party of any default under this Agreement which has not been cured, except as to defaults specified in the certificate; (g) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of the Requested Party; (h) that neither Lessor nor any Lender or mortgagee has actual involvement in the management or control of decision making related to the operational aspects or the day to day operation of the Premises, including any handling or disposal of Hazardous Substances; and (i) any other information reasonably requested by the Requesting Party or any lender or mortgagee of the Requesting Party, as the case may be. If Lessee shall fail or refuse to sign a certificate in accordance with the provisions of this Section 17(E) within ten (10) business days following a request by Lessor, Lessee irrevocably constitutes and appoints Lessor as its attorney in fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

SECTION EIGHTEEN

QUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Premises for the Lease Term hereby created in accordance with relevant local ordinance(s).

SECTION NINETEEN

ASSIGNMENT AND SUBLEASE

This Agreement may be assigned by Lessee, or the Premises sublet only with the prior written consent of the Lessor. Subject to the terms and provisions of any mortgage documents encumbering the Premises, Lessor shall consent to an assignment or subletting provided the proposed assignee is, in Lessor's judgment, a suitable tenant that can demonstrate to Lessor's satisfaction that it is compatible with the building and other tenants of the building and has the financial and operational capability to remain through the term. Any rents or other consideration due from an assignee or sublessee, in excess of the rents due under this Agreement from Lessee shall be paid to Lessor.

SECTION TWENTY

NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and delivered via electronic mail (Email.) The Email communication will be deemed as the official form of notice and shall be considered as "served or received" by either Party within two County business days. Although not required, either Party may, at its own discretion, also send same correspondence in hard-copy via in-person delivery, by a recognized overnight courier, or by certified mail, postage prepaid if so desired. Communications to and from the Parties shall be emailed to:

Lessee: HSA-Contracts@washoecounty.gov

Lessor: EAronson@iliadrealty.com

CDonnelly@iliadrealty.com

MChin@caprare.com

SGarahan@nixonpeabody.com

If desired, hard-copy communications may be addressed to:

Lessee: Washoe County Human Services Agency, 350 S. Center Street, Reno, NV 89501

Lessor: IRG Plaza, LLC, 180 Varick Street, Suite 1100, New York, NY 10014, Attn: Elliott Aronson, with a copy to Nixon Peabody LLP, 55 West 46th Street, New York, New York 10036-4120, Attn: Sean M. Garahan, Esq. or at such other address as the parties may designate and serve upon the other.

SECOND TWENTY-ONE

ATTORNEY'S FEES

In the event of any judicial or other adversarial proceeding concerning this Agreement, to the extent permitted by Law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other Costs in addition to any other relief to which it may be entitled.

SECTION TWENTY-TWO

TERMINATION

A. Upon the end of, or termination of, this Agreement Lessee shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear and damage outside the control of Lessee excepted. Lessee shall remove all of Lessee's personal property from the Premises at Lessee's expense.

B. Except as set forth herein this Agreement the failure by Lessee or Lessor to make any payment or observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after thirty (30) days written notice of such default shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default (other than the payment of money) is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

SECTION TWENTY-THREE

CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the Laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of any state or federal court

of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY-FOUR

FUNDING OUT CLAUSE

Pursuant to NRS 322.400, in the event budget funds are not appropriated to Washoe County specifically for the purpose of maintaining this Agreement, in any subsequent fiscal year after the effective date of this Agreement, Lessor hereby agrees to cancel this Agreement and hold Lessee harmless from any penalty, charge or sanction. Lessee agrees to provide written notice to Lessor of this eventuality, should it occur. The date of cancellation will be determined by the date funds are no longer available.

SECTION TWENTY-FIVE

EFFECT OF AGREEMENT

A. Execution of this Agreement constitutes agreement to compliance by all Parties with the terms and conditions of Exhibit A, attached and incorporated herein.

B. This Agreement and Exhibit A constitute the entire contract between the parties and no obligation other than those set forth herein will be recognized unless endorsed hereto in writing.

C. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, the undersigned agree that transmission of this Agreement via e-mail in a “.pdf” or other electronic format shall be deemed transmission of this Agreement for all purposes.

D. Each of the covenants, warranties, and agreements contained herein are binding on the Parties hereto, their successors, assigns and legal representatives. As such:

- a. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during this Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

- b. In the event of any breach of these covenants, warranties and agreements by Lessor during the duration of this Agreement, whether or not discovered by or known to Lessee during this Agreement term, Lessee expressly reserves unto itself the right to pursue appropriate legal action against Lessor to correct or cure said breaches or deficiencies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as ascribed to execute this Agreement in good faith.

LESSEE: WASHOE COUNTY, a political subdivision of the State of Nevada, (COUNTY)

By: _____
Mark Stewart, Washoe County Procurement and Contracts Manager

LESSOR:

IRG Plaza, LLC

By: _____
Name:
Title:

EXHIBIT A INCORPORATED TO THIS AGREEMENT FOLLOWS ON NEXT PAGE

Exhibit A

ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH
FEDERAL REQUIREMENTS³

This project may be supported with Federal funds. The Contractor is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Award

- A. Equal Opportunity Employment. During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- B. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#)), in which the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- C. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must

³ Confirm that these provisions apply to Lessor and Lessee.

comply 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 is 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.

- D. 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.
- E. 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 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).
- F. 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 exclusions 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.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- G. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- I. Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.
- J. Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.
- L. Access and Retention of Records: The Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- M. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- N. The Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- O. Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that is Federal financial assistance will be used to fund all or a portion of the contract, the contractor will comply with all applicable Federal law, regulations, executive orders.
- P. Prohibition on certain telecommunications and video surveillance services or equipment §200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

- Q. Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- R. Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- S. Drug-Free Workplace Requirements. Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide a drug-free workplace by: Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
 - a. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - b. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i); Notifying the employee in the statement required by paragraph (i) that, as a condition of

employment under the grant, the employee will:

- i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- c. Notifying the agency within ten days after receiving notice from an employee or otherwise receiving actual notice of such convictions; Taking one of the following actions, within 30 days of receiving notice with respect to any employee who is so convicted; Taking appropriate personnel action against such employee, up to and including termination; or Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; Making a good faith effort to continue to maintain a drug-free workplace through implementation of the paragraphs herein.

T. Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

U. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

V. Solicitations to Women and Minority Owned Businesses. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:

- a. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- b. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
- c. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;

- d. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
 - e. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
 - f. Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- W. Build America, Buy America Act. The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. the Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.
- X. Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

The Contractors shall complete the following statement by checking the appropriate boxes.

1. The Bidder (Contractor) has participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246. ☐ Yes ☐ No
2. The Bidder (Contractor) submitted all compliance reports in connection with any such contract due under the applicable filing requirements, and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts. ☐ Yes ☐ No

If the Contractor has participated in a previous contract subject to the equal opportunity clauses and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

LOBBYING ASSURANCES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

The undersigned contractor or subcontractor certifies, to the best of his/her knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

BUILD AMERICA, BUY AMERICA (BABA) ACT

The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein.

Absent a federal waiver, all iron, steel, manufactured products, and construction materials permanently incorporated in this infrastructure project must comply with BABA requirements. BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project.

Federal agencies are working with the Made In America Office and the Office of Management and Budget for implementation information, as a result, supplemental guidance may be forthcoming.

Requirements:

- Contractor is prepared to certify compliance with required provisions and will coordinate to provide all relevant information;
- Contractors and Subcontractors must maintain, and make available upon request, documentation that links the product used to the project, and that products delivered and used on site are accompanied by proper documentation to demonstrate compliance with BABA Act;
- When submitting for payment the Contractor certifies they have reviewed and documented all products and materials submitted for payment, and certifies documentation is sufficient to demonstrate compliance with BABA requirements.
- In the instance that material is unable to be sourced consistent with the BABA Act, contract managers must coordinate with program administrator to advise, and determine next steps (e.g., contact with federal agency, waiver requests etc.).

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official