

**GRANT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
CFDA #21.027**

This Grant Agreement (“Agreement”) is entered on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, (“Effective Date”) by and between the Nevada Housing Division, Department of Business and Industry State of Nevada (“Division”) and Washoe County, a political subdivision of the State of Nevada (“Grantee”) collectively the “Parties.”

**RECITALS**

WHEREAS, Section 9901 of Subtitle M of the American Rescue Plan Act (“Act”) appropriated \$219,800,000,000 State and Local Fiscal Recovery Funds (“Funds”) to the United States Treasury (“Treasury”) for disbursement to states, territories, and Tribal governments to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

WHEREAS, the Division received \$500,000,000 in Funds to provide assistance to eligible entities for creation or preservation of low-income housing;

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative (“HMNI”) to pay the costs of constructing and equipping a 50-unit affordable housing project for individuals who are at or below 60% of the Area Median Income and known as Nevada Cares Campus Supportive Housing (the “Project”); and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$21,900,000;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged subject to rights and responsibilities of the Parties, and the following conditions and limitations:

**I. General Terms.**

A. The Division will provide Grantee with \$21,900,000 in Funds to undertake the Project as described in Exhibit A attached hereto and fully incorporated herein. The Division has determined that the Project is an eligible use of Funds pursuant to the rules and regulations promulgated thereunder including, without limitation, 31 CFR Part 35 and the supplemental information provided by Treasury (“Final Rule”).

B. Grantee agrees that any Project costs, unless otherwise specified in this Agreement exceeding the \$21,900,000 provided by the Division pursuant to this Agreement, will be the responsibility of Grantee. No amount of the Funds provided pursuant to this Agreement may be used for administrative expenses. Any ongoing Project costs, such as maintenance and operations, shall be the sole responsibility of Grantee, but in any event, not that of the Division.

C. Grantee agrees that the Project will be maintained as a low-income housing project for not less than 30 years beginning on the date which the Project is available for occupancy (“Period of Affordability”) which shall be secured by a Declaration of Restrictive Covenants (“Declaration”) recorded in the County Recorder’s Office of Washoe County. As used in this Paragraph C, “low-income housing project” means a housing complex that provides housing to tenants at or below 60% of the Area Median Income for the county in which the Project is located.

D. Grantee agrees that the Project shall comply with the minimum hourly wages as determined by the United States Department of Labor pursuant to the Davis-Bacon Act 40 USC §3141 et. seq.

E. Grantee agrees that if the Project ceases to be serve individuals at or below 60% of the Area Median Income, or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Grantee shall repay any Funds to the Division.

## **II. Division General Conditions.**

A. The Division shall have no relationship whatsoever with the services provided pursuant to this Agreement, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Grantee shall be an independent contractor only.

B. Grantee agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, including, without limitation, the Final Rule and 31 CFR Part 35 Subpart A. Grantee further agrees that Grantee will be the sole entity undertaking the eligible activities under this Agreement.

C. Grantee will provide the Division with reports as required by the Division via electronic mail to the designated Division employee at intervals the Division determines are necessary, including, without limitation, any reports regarding employee wages. Reports must include, without limitation, the following information:

1. Total clients served;
2. Racial breakdown of clients served, including, without limitation, American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White;
3. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race;
4. Number and percentage of low- and very-low income clients as defined by HUD;
5. Number of clients with disabilities served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head-of-household served;

9. Number of persons in each household served; and
10. Rent charged each household served.

D. Grantee will not use any portion of the Funds allocated pursuant to this Agreement for costs not expressly authorized by this Agreement.

E. If the Division or the Treasury determines that Funds have been expended on ineligible costs Grantee shall repay to the Division or Treasury, as applicable, along with any fees, interests, or other fines, the amount of Funds expended on ineligible costs.

F. Grantee may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the Division's consent is void and may, at the option of the Division, result in the forfeiture of all financial support provided herein.

G. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and on-site monitoring of the Project as the Division deems appropriate in order to determine:

1. Whether the Project is being conducted in compliance with the Act and any rules and regulations adopted pursuant to the Act;
2. Whether management control systems and internal procedures have been established;
3. Whether the financial operations of the Project are being conducted properly;
4. Whether the reports to the Division contain accurate and reliable information; and
5. Whether the activities of the Project are being conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

H. Visits by the Division shall be announced in advance of those visits and shall occur during normal operating hours. Absent exigent circumstances, the Grantee shall be given 48 hours advance written notice of said visits. The representatives of the Division may request, and, if such a request is made, shall be granted, access to all of the records of Grantee which relate to this Agreement. The representatives of the Division may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

I. At any time during normal business hours, Grantee's records with respect to this Agreement shall be made available for audit, upon 48 hours advance written notice of the inspection and the documents and records to be examined, by the Division, the Attorney General's Office, contracted independent auditors, the Inspector General of the Department of the Treasury, the Comptroller General of the United States, or any combination thereof.

J. Subject to NRS chapters 41 and 354, Grantee will protect, defend, indemnify, and save and hold harmless the Division from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the

negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement. Contract liability of Grantee shall not be subject to punitive damages

K. Grantee will not use any Funds or resources which are supplied by the Division pursuant to this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify the Division of any legal action relating to the Project which is filed by or against it.

L. This Agreement will commence on the Effective Date.

M. Funds must be obligated by December 31, 2024. As used in this Paragraph M, “obligated” means Funds which have been committed for an eligible cost. Funds must be expended by December 31, 2026. Any Funds not obligated or expended by the applicable time period must be returned to the Division. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division as needed, with supporting documentation. Division shall have 30 days to process such draw request.

N. Grantee agrees that no officer or employee of Grantee may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

O. Grantee agrees that no officer or employee of Grantee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

P. Grantee agrees that no officer or employee of Grantee may participate as an agent of Grantee in the negotiation or execution of any contract between Grantee and any private business in which he or she has a financial interest.

Q. Grantee agrees that no officer or employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

R. Grantee shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

S. Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the eligible activities or are required by the Treasury, Division, or any combination thereof.

T. No officer, employee or agent of the Division shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

U. Upon the revocation of this Agreement or the expiration of its terms, Grantee shall transfer to the Division the remaining balance of the Funds which have not been obligated at the time of expiration or revocation and any accounts receivable attributable to the use of Funds.

### **III. Federal Conditions.**

- A. Grantee shall comply with the following laws and directives:
1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
  2. Reserved.
  3. Section 109 of the Housing and Community Development Act of 1974.
  4. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
  5. The Fair Housing Act, as amended.
  6. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR Part 75. All published Section 3 policies, guidelines, and forms by NHD will be utilized and followed.
  7. The Age Discrimination Act of 1975.
  8. Section 504 of the Rehabilitation Act of 1973.
  9. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
  10. The Fair Labor Standards Act.
  11. Section 202(a) of the Flood Disaster Protection Act of 1973.
  12. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
  13. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.
  14. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
  15. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the Grantee from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

16. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the Project shall:
  - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
  - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
  - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
17. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, of the U.S. Code.

C. None of the Funds shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Division of an Authority to Use Grant Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 50, if applicable to the Project. The Parties further agree that the provision of any Funds to the Project is conditioned on the Division's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review, if applicable to the Project.

E. Grantee shall comply with the requirements of Executive Order 11625, 12432, and 12138 and 24 CFR § 93.407(a)(viii) that provide for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Grantee shall provide the Division, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and marketing efforts. The Division, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and

3. Data on attempts to affirmatively further fair housing.

F. Any material breach of the terms of this section may, in the discretion of the Division, result in forfeiture of Funds received by Grantee pursuant to this Agreement, or any part thereof.

G. Upon the expiration or revocation of this Agreement, Grantee shall transfer to the Division any Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Funds, unless waived in writing by the Division.

#### **IV. Financial Management.**

A. Grantee agrees, and shall require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget (“OMB”) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” codified at 2 CFR part 200, Subparts A through F, inclusive, including, without limitation, the procurement requirements set forth in 2 CFR part 200, Subpart D.

B. Grantee agrees that all costs of any recipient receiving Funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to eligible activities shall be thoroughly identified and readily accessible to the Division upon 48 hours notice to Grantee.

C. Grantee agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to this Agreement will be provided upon request to the Division upon 48 hours written notice.

D. Grantee agrees that it may not request disbursement of Funds under this Agreement until the Funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

E. Grantee shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, or such other audit as required by the Division if the Grantee is a for-profit entity, and shall provide the Division with a copy of the complete audit report. When complying with the Single Audit Act, or other audit, as required by the Division, and 2 CFR Part 200, Subpart F, the audit must include Funds that were disbursed and require all subrecipients who must comply with the Single Audit Act to include Funds.

F. Grantee agrees that upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.

G. Grantee agrees that if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Grantee

shall repay the total amount granted pursuant to this Agreement.

H. Grantee agrees to submit quarterly financial reports as set forth by the Division, which includes, without limitation, detailing the amount of Funds that have been expended in the prior quarter. Financial reports are due to the Division on or before the 10<sup>th</sup> of each month following the end of the prior quarter.

**V. Default and Remedies.**

A. The following shall constitute an event of default under this Agreement:

1. Any breach of this Agreement, or Declaration after the expiration of any notice and cure periods set forth in Paragraph B of this Article V.

B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 30 days from the date of the notice to cure the default. If the Grantee does not cure the default, the Grantee shall repay the total amount of Funds granted pursuant to this Agreement. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

**VI. Miscellaneous.**

A. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway  
Suite 200  
Carson City, Nevada 89706  
Attn: Administrator  
Telephone: (775) 687-2249  
Facsimile: (775) 687-4040  
E-mail: [nhdinfo@housing.nv.gov](mailto:nhdinfo@housing.nv.gov)

To the Grantee: Washoe County  
1001 E 9<sup>th</sup> Street  
Building A  
Reno, Nevada 89512  
Attn: Office of the County Manager, Housing and Homeless Services  
Telephone: 775-325-8210  
E-mail: [RegionalHomelessServices@washoecounty.gov](mailto:RegionalHomelessServices@washoecounty.gov)



Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such notice, demand, request or communication shall be deemed to have been given and received on the next business day.

B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.

C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.

D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.

E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

G. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.

H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.

I. This Agreement may be signed by the Parties hereto in counterparts with the same

effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.

J. Each Party represents and warrants to the other Party that:

1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been dully authorized by all methods or corporate action of the Parties; and
3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

## **VII. Modification or Revocation of Agreement.**

A. The Division and Grantee may amend or otherwise revise this Agreement should such modification necessary.

B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise are not forthcoming to the Division, the Division may revoke this Agreement.

C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of its terms.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed and intend to be legally bound.

Nevada Housing Division:

\_\_\_\_\_  
Steve Aichroth, Administrator

Date: \_\_\_\_\_

Grantee:  
Washoe County

By: \_\_\_\_\_  
(NAME)

Date: \_\_\_\_\_

## EXHIBIT A

The Cares Campus Supportive Housing Project is a new construction building at the Nevada Cares Campus that features 50 supportive housing units. This project meets a critical need for providing supportive housing to chronically homeless individuals. As of April 2023, Washoe County's By-Name List identifies close to 2,000 people currently experiencing homelessness, of which, over 400 are chronically homeless. These chronically homeless individuals are often among the most vulnerable residents in our County and face serious challenges to accessing and maintaining stable housing such as: extremely low income, poor health and significant medical needs, physical disability, severe mental illness, substance abuse disorders, etc. A severe lack of purpose-built supportive housing units leads the majority of those experiencing chronic homelessness to remain unsheltered or spend extended periods of time residing in the region's emergency homeless shelters or living unsheltered.

The primary target population for this project is chronically homeless individuals, individuals who have experienced homelessness for at least a year — or repeatedly — while struggling with a disabling condition such as a serious mental illness, substance use disorder, or physical disability. Additionally, this project will be targeting elderly residents experiencing homelessness, but who may not meet all the parameters to be considered chronically homeless.

The Cares Campus Supportive Housing Project will include 50 purpose-built units. Each unit will have a small kitchenette that includes: an under-counter refrigerator, a removable two burner stove top, a microwave, and a kitchen sink. Each unit will be approximately 275 Square feet and will include 5' of open closet/shelving space. Restrooms will have a roll-in ADA compliant shower, toilet, and sink.

The building will feature a general common space to include a living room area where occupants can watch television, a space for tables and chairs where they can play games with one another, a small coffee bar, a restroom, and two offices for Washoe County Staff members to supervise activities. The building will also include onsite laundry facilities.

This project being entirely grant funded, which eliminates permanent debt servicing, allows us to keep rents affordable for extremely low-income renters and offer supportive services. This is particularly important because Washoe County will maintain this deep level of affordability permanently; the County does not plan to recoup costs or make a profit with the sale of the property after the minimum 30 year affordability period has expired.