



NOTICE OF SUBRECIPIENT AWARD

Administrative Contact: Agency: Governor's Finance Office, Budget Division (775) 684-0222 covid19@finance.nv.gov		Administrative Address: 209 E. Musser St., Room 200 Carson City, NV 89701																																					
Subrecipient/Organization: Office of County Manager, Washoe County 1001 E. Ninth Street, Bldg. A Reno, NV 89512		Subrecipient Contact: Keith Glidewell, Fiscal Compliance Officer (775) 742-2428 kglidewell@washoecounty.gov Treasury Project ID #: 24WCWHR01																																					
Subrecipient Required Information: Vendor #: T40283400 M EIN #: 88-6000138 Unique Entity ID # (SAM.gov): GPR1NY74XPQ5																																							
Project Expenditure Category (EC): <input checked="" type="checkbox"/> EC1 <input type="checkbox"/> EC2 <input type="checkbox"/> EC3 <input type="checkbox"/> EC5 <input type="checkbox"/> EC6 <input type="checkbox"/> EC7 Specific EC: (e.g 2.15): 1.12 Project Title: West Hills Facility Rehabilitation Purpose of Allocation: To restore a local mental health facility to serve individuals with severe mental health issues and serve as a training site for clinical social work and behavioral health professionals.																																							
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county/city: Washoe County																																							
Approved Budget Categories: <table border="0"> <tr><td>1. Salaries/Wages</td><td>\$</td><td>0</td></tr> <tr><td>2. Fringe</td><td>\$</td><td>0</td></tr> <tr><td>3. Travel</td><td>\$</td><td>0</td></tr> <tr><td>4. Operating</td><td>\$</td><td>0</td></tr> <tr><td>5. Supplies/Program</td><td>\$</td><td>0</td></tr> <tr><td>6. Equipment</td><td>\$</td><td>0</td></tr> <tr><td>7. Contracts</td><td>\$</td><td>13,775,000</td></tr> <tr><td>8. Subgrants</td><td>\$</td><td>0</td></tr> <tr><td>9. Training</td><td>\$</td><td>0</td></tr> <tr><td>10. Other</td><td>\$</td><td>725,000</td></tr> <tr><td>11. Indirect</td><td>\$</td><td>0</td></tr> <tr><td>Total:</td><td>\$</td><td>14,500,000</td></tr> </table>		1. Salaries/Wages	\$	0	2. Fringe	\$	0	3. Travel	\$	0	4. Operating	\$	0	5. Supplies/Program	\$	0	6. Equipment	\$	0	7. Contracts	\$	13,775,000	8. Subgrants	\$	0	9. Training	\$	0	10. Other	\$	725,000	11. Indirect	\$	0	Total:	\$	14,500,000	Federal Allocation Computation: Total Amount CSFRF Committed* to Subrecipient: \$14,500,000 Amount CSFRF Obligated** by this Action: \$14,500,000 Total Amount CSFRF Obligated** to Date: \$14,500,000 *committed = total approved for project; **obligated=amount for this FY or period Subaward Period of Performance: 4/11/24 through 7/31/26 Subaward Budget Period: 4/11/24 through 7/31/26 Research & Development Award? <input type="checkbox"/> Yes <input type="checkbox"/> No Indirect Cost Rate: De minimis rate of 10% of modified total direct costs (MTDC). Per Treasury Compliance and Reporting Guidance.	
1. Salaries/Wages	\$	0																																					
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3. Travel	\$	0																																					
4. Operating	\$	0																																					
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Total:	\$	14,500,000																																					
Source of Funds: American Rescue Plan Act of 2021, U.S. Treasury		Federal Award Date: June 4, 2021																																					
Fed Award Period of Performance: 03/03/21 – 12/31/24* <small>*costs/obligations incurred; obligations must be funded/ expended by 12/31/2026</small>		ALN/CFDA: 21.027 Coronavirus State Fiscal Recovery Funds (CSFRF)																																					
Terms and Conditions: In accepting these grant funds, it is understood that: <ol style="list-style-type: none"> This award is subject to the availability of appropriate funds. Expenditures must comply with any statutory guidelines, the GFO Instructions and Requirements, and the State Administrative Manual. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented Subrecipient must comply with all applicable Federal regulations Monthly expenditure reports and quarterly progress reports are due by the 10th of each month following the end of the month/quarter, unless specific exceptions are provided in writing by the GFO Director. Financial Status Reports and Requests for Reimbursement must be submitted no later than the 10th of the month, unless specific exceptions are provided in writing by the GFO Director. 																																							
Incorporated Documents: Section A: Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements;		Section D: Audit Information Request; and Section E: Terms and Conditions Attachment A: Capital Expenditure Justification																																					
Eric P. Brown County Manager Office of the County Manager, Washoe County		Signature																																					
Director or Designee Governor's Finance Office State of Nevada		Date																																					

ATTACHMENT A

SFRF Capital Expenditures Written Justification

Capital Expenditures as defined in 2 CFR 200.1: expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

The Final Rule issued by the U.S. Department of Treasury outlines allowable uses of the American Rescue Plan Act, State Fiscal Recovery Funds. In the Final Rule it states recipients wishing to use funding for capital expenditures must satisfy the requirements for all uses under the public health and negative economic impacts eligible use category including identifying an impact or harm and designing a response that addresses or responds to the identified impact or harm. Responses must be reasonably designed to benefit the individual class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm. Additionally, capital expenditures over \$1 million require written justification. See section 4. General Provisions: Other -(b) Capital Expenditures for more information.

Using the instructions on the next page, please provide responses to the following:

1. Please describe the harm or need to be addressed.

There are currently no acute mental health pediatric beds available in Washoe County, resulting in a lack of stabilization service offerings in the community. Currently, the population needing these services must either travel out of the area or visit a local emergency room, which does not provide the appropriate level of care for this population. A minimum of 50 beds per 100,000 people is necessary to provide for minimally adequate treatment for individuals with severe mental illness; Nevada fails to meet this standard within Washoe County.

2. Explain why a capital expenditure is appropriate to address the harm or need.

The capital expenditures to complete the rehabilitation and re-opening of the former West Hills Behavioral Hospital will allow Washoe County to provide a venue for critically needed psychiatric residential treatment beds for the pediatric and adolescent population, as well as services for youth with developmental and behavioral health needs.

In December 2022, the Board of County Commissioners allocated \$4.8 million in COVID recovery funds to purchase the West Hills Behavioral Health Hospital, which ceased operations in December of 2021. After completing significant due diligence regarding the viability of the facility as a behavioral health resource for the community, the Board of County Commissioners approved the purchase of the facility in August 2023. Washoe County closed escrow on the facility on February 28, 2024. Approval of this proposal allows Washoe County to immediately begin the capital improvement projects necessary to re-open this facility, bringing critically needed behavioral health resources online in our state without further delay.

3. Compare the proposed capital expenditure against alternative capital expenditures that could be made.

There are two options in addition to the preferred renovation option.

- Option one would be to lease space that is appropriate to provide the services as outlined in this project. In the response to answer one in this justification attachment there is a lack of space to provide these services in the Reno/Sparks area. For that reason, there is no space to lease to provide these services.
- Option two would be to construct a new space with the same amenities for providing these services in the community. Current new construction costs are estimated for this type of facility to be \$650 per square foot. Renovation of currently owned space is estimated at \$308 per square foot, making renovation a more fiscally responsible approach.

For capital expenditure projects over \$10M, please provide responses to the following:

4. Do you intend to certify that “all laborers and mechanics employed by contractors and subcontractors” in the performance of the project are paid wages at rates not less than those prevailing as determined by the U.S. Secretary of Labor?
 - a. If yes, no further information is required. Yes
 - b. If no, please provide the following:
 - i. Number of employees of contractors and sub-contractors working on the project.
 - ii. Number of employees on the project hired directly.
 - iii. Number of employees on the project hired through a third party.
 - iv. Are any of the wages at rates less than those prevailing?
 - v. Wages and benefits of workers on the project by classification.
5. Do you intend to certify that “the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f))?”
 - a. If yes, no further information is required.
 - b. If no, please provide the following:
 - i. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training?

Following Nevada State Law, Washoe County includes requirements for skilled labor, section 5.4 of the attached contract agreement outlines the requirements for skilled labor, including apprentices on this project. Section 5.4 can be found in the attached document – Exhibit E – Owner-CMAR General Conditions of the Contract.

- ii. How will the recipient minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project?

Section 3.7 of the construction general conditions of the contract provide for Liquidated Damages which are utilized to assist in assuring timeliness of the contract delivery. Section 3.7 can be found in the attached document – Exhibit E – Owner-CMAR General Conditions of the Contract.

- iii. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30)?

Section 5.18 of the construction general conditions requires the contractor to have a safety program that meets the requirements of the State of Nevada Occupational Safety and Health Standards. These standards include the appropriate safety training, certification and licensure for a safe healthy workforce. Section 5.18 can be found in the attached document – Exhibit E – Owner-CMAR General Conditions of the Contract.

- iv. Will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market?


Attached Exhibit H – Construction Contract Provisions Federal outlines the requirements in our construction contract for the paying of either prevailing wages for the State of Nevada or federal Davis Bacon rates, whichever is greater. Both of which allow workers on the project to receive wages and benefits that will secure an appropriately skilled workforce in the local market.

- v. Does the project have a completed project labor agreement? No.

6. Does the project prioritize local hires?

Section 3.16 of the construction general conditions requires compliance with Nevada Law for local hires. Section 3.16 can be found in the attached document – Exhibit E – Owner-CMAR General Conditions of the Contract.

- 7. Does the project have a Community Benefit Agreement, with a description of any such agreement? No

 _____ SIGNATURE	<u>4/12/2024</u> DATE	<u>Assistant County Manager</u> TITLE
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INSTRUCTIONS

- Question 1 - Provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. If available, provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.
- Question 2 - Provide an assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need, including an explanation of why existing capital equipment, property, or facilities would be inadequate to address the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Show why other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditures
- Question 3 –Provide an objective comparison of the proposed capital expenditure against at least two alternative capital expenditures or proposals that are potentially effective and reasonably feasible demonstrating why this proposed capital expenditure is superior to alternatives. If applicable compare the proposal against the alternative of improving existing capital assets already owned or leasing other capital assets. If available, provide quantitative data to supplement the qualitative information and narrative description. If no quantitative data is available, please provide an explanation as to why.
- Question 4 – Paid wages determined by U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title-40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in-construction law (commonly known as the “baby Davis-Bacon Acts”)
- Question 5 – Provide response as it pertains to project labor agreement consistent with the National Labor Relations Act.
- Question 6 – Provide a response on how the project will prioritize local hires.
- Question 7 – Provide a response whether the project will have Community Benefit Agreement and provide details if groups support or oppose the project.

SECTION A GENERAL PROVISIONS AND ASSURANCES

This section is applicable to all subrecipients who receive funding from the Governor's Finance Office (GFO) under the American Rescue Plan Act, Coronavirus State Fiscal Recovery Funds (SFRF) allocations. The subrecipient agrees to abide by and remain in compliance with the following:

1. The subrecipient must comply with all other applicable Federal statutes, regulations, and Executive Orders, and subrecipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.
2. The subrecipient must comply with all other applicable State statutes, regulations, and Executive Orders, and subrecipient shall provide for compliance with grant policies, standards of grant administration and management; subaward instructions and requirements; and related guidance by other parties in any agreements it enters into with other parties relating to SFRF.
3. To the fullest extent permitted by law, subrecipient shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of subrecipient, its officers, employees, and agents.
4. The subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance.
5. The subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities.
6. The subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
7. The subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances listed above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the subrecipient and the subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits

of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

8. The subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if subrecipient has received no complaints under Title VI.
9. The subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the subrecipient and the administrative agency that made the finding. If the subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement.
10. If the subrecipient makes subawards to other agencies or other entities, the subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.
11. The subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the subrecipient for the period during which it retains ownership or possession of the property.
12. The subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
13. The subrecipient agrees to fully cooperate with all GFO sponsored studies including, but not limited to, utilization management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.

14. The subrecipient must be enrolled in federal System Award Management (SAM.gov) as required by the Federal Funding Accountability and Transparency Act.
15. The subrecipient acknowledges that to better address the needs of Nevada, funds identified in this award may be reallocated if ANY terms of the subaward are not met, including failure to meet the scope of work. The GFO may reallocate funds to other programs to ensure that COVID-19 mitigation and recovery activities are addressed.
16. The subrecipient acknowledges that if the scope of work is not being met, the subrecipient will be provided an opportunity to develop an action plan on how the scope of work will be met and technical assistance will be provided by GFO staff or specified sub-contractor. The subrecipient will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved, the GFO will provide a written notice identifying the reduction of funds and the necessary steps.
17. The subrecipient will adhere to the Treasury's Guidance of allowable uses for CSFRF in COVID-19 pandemic response or recovery activities.
18. Failure to meet any condition listed within the subaward may result in withholding of reimbursement payments, disqualification of future funding, and/or termination of current funding.

SECTION B: SCOPE OF WORK

Description of Services, Scope of Work and Deliverables

Expenditure Category: Public Health

Sub-expenditure category: 1.12 Mental Health Services

Project Description:

The West Hills Facility Rehabilitation funding will be used to complete the facility rehabilitation and re-opening of the former West Hills Behavioral Hospital. The rehabilitation will include repairs and/or upgrades required to bring the facility to an acceptable operational condition. Multiple deferred maintenance items will be addressed, including HVAC repair and replacement for the entire facility, fire alarm, fire sprinklers, technology infrastructure, physical security, and the roof replacement. The investment in this facility will capture the best-value opportunity to remedy many of the issues found. Washoe County is looking to long-term operation and maintenance needs of this facility as we replace building wide systems, principles of Leadership in Energy and Environmental Design (LEED) will be incorporated to lessen the climate impacts.

The rehabilitation and re-opening of the former West Hills Behavioral Hospital will allow Washoe County to provide a venue for critically needed psychiatric residential treatment beds for the pediatric and adolescent population, as well as services for youth with developmental and behavioral health needs. The facility will include an urgent assessment and evaluation center for children, adults, and seniors. Crisis stabilization rooms will provide a resource for youth that have respite needs, as well as a receiving center for sexually exploited children. Additionally, rooms will be allocated as adult live-in treatment to stabilize adults experiencing behavioral health challenges. Moreover, the facility will serve as a training facility for the University of Nevada Reno School of Medicine with clinical programs (fellow and interns) to build workforce capacity for behavioral health services and staff in Nevada.

The re-opening of this facility will help address a need within Washoe County's child welfare system. Washoe County is currently experiencing a serious shortage of family-based foster homes, resulting in a significant increase in the number of children remaining in the County's emergency foster shelter. Washoe County recently held focus groups with former and potential foster families to learn what is preventing them from being foster families - the lack of pediatric and adolescent mental health services was one of the leading deterrents identified, as well as a lack of respite options. By reopening this facility Washoe County will be able to better support the foster family community in Northern Nevada.

The restoration of local mental health resources will also support rehabilitation of juvenile offenders and deter the release of juvenile offenders into the community when they remain a threat to public safety but cannot otherwise timely receive treatment due to a lack of available resources.

Once reopened, the facility will serve as a training center for the University of Nevada Reno School of Medicine and School of Social Work by providing clinical opportunities and programs (fellows and interns) to build workforce capacity in Nevada for behavioral health services professionals and other staff. Nevada is nationally ranked behind all states and Washington, D.C., in overall mental health and similar categories focusing on youth mental health. The state would need to add 235 mental healthcare practitioners to eliminate its federally designated mental health provider shortage. The services that will be provided following renovation of this facility are urgently needed to help provide training for a pipeline of qualified staff.

Similar to the lack of pediatric and adolescent behavioral health capacity acting as a deterrent for families willing to serve as foster care, we believe the behavioral health service void in our community may be a deterrent for employers looking to expand or relocate in Northern Nevada. The availability of quality health care services is a key component to attracting businesses to a community. Restoring pediatric and adolescent behavioral health capacity to our region will help enable us to recruit and retain businesses to/in our state.

This is the initial mix of services to meet current community need. As community needs adjust, the mix of services could adjust but will always be designed to serve as a community safety net for critical mental health needs.

SECTION B: SCOPE OF WORK

Scope of Work: West Hills Facility Rehabilitation

Goal 1: Complete renovation of existing building, including HVAC repair and replacement for the entire facility, fire alarm, fire sprinklers, technology infrastructure, physical security, and the need for roof replacement.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How will this Objective be Measured?</u>
1. Award construction CMAR project contract	1. Approve CMAR agreement for Project	5/28/2024	1. Board approval of CMAR agreement	1. Board approval
2. Deliver Project on schedule	2. Develop approved project schedule	5/25/2026	2. Schedule in agreement	2. Measured against approved schedule within agreement
3. Close out project and begin operation	3. Final punch-list completion	5/26/2026	3. Final punch-list	3. sign off on completion of all contractual items.

Goal 2: Implement service contracts for building security, landscape maintenance, and snow removal. Pay operational utility fees for water, sewer, gas, and electricity.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How will this Objective be Measured?</u>
1. Provide for safe and secure facility during construction	1. Utility services, snow removal and security	5/1/2024	1. Snow removal contract, security contract, utility service	1. Service contract performance standards
2. Protect existing landscaping	2. Provide landscaping services through contract	5/1/2024	2. Landscape service contract	2. Service contract performance standards

Goal 3: Implementation of sustainable design principles for the reduction of future greenhouse gas emissions.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How will this Objective be Measured?</u>
1. Use Leadership in Energy and Environmental Design principles (LEED)	1. design renovations with LEED principles	5/25/2026	1. Design documents for renovations	1. Utilization of LEED scoring system.

The West Hills Facility Rehabilitation project is designed to address disproportionate impacts of the pandemic by addressing behavioral health disparities.

SECTION D

Single Audit Information Request

1. In accordance with 2 CFR § 200.501(a), non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year. Within nine (9) months of the close of your organization's fiscal year. To comply with the Federal requirement, a copy of the final audit report **must** be submitted to:

Governor's Finance Office
Attn: Budget Division
209 E. Musser, Room 200
Carson City, NV 89701

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES X NO
3. What is your organization's current fiscal year? Fiscal Year 2024
4. When does your organization's fiscal year end? June 30
5. What is the official name of your organization? Washoe County
6. How often is your organization audited? Annually
7. When was your last audit performed? 2023
8. What time period did your last audit cover? July 1, 2022 - June 30, 2023
9. Which accounting firm conducted your last audit? Eide Bailly

SIGNATURE

DATE

TITLE

SECTION E

TERMS AND CONDITIONS

1. **Use of Funds.**
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award is outlined in the Notice of Subrecipient Award Cover Page – Subaward Period Section Block. As set forth in Treasury's implementing regulations, subrecipient may use award funds to cover eligible costs incurred during the period agreed upon by both parties of the agreement.
3. **Reporting.** Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records**
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Equipment and other capital expenditures.** Capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds. Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting.
7. **Administrative Costs.** subrecipient may use funds provided under this award to cover both direct and indirect costs.
8. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by subrecipient.

9. Conflicts of Interest. subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient and sub-subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
10. Compliance with Applicable Law and Regulations.
- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. subrecipient also agrees to comply with all other applicable federal and State (NRS 333.353) statutes, regulations, and executive orders, and subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and federal System for Award Management (SAM.gov), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- iii. iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. Remedial Actions. In the event of subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
12. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
13. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
14. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of subrecipient] by the U.S. Department of the Treasury."
15. Debts Owed the Federal Government.
 - a. Any funds paid to subrecipient (1) in excess of the amount to which subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
16. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to subrecipient or third persons for the actions of subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by subrecipient does not in any way establish an agency relationship between the United States and subrecipient.

17. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

STATE OF NEVADA	SUBRECIPIENT
Signature >	Signature >
Director or Designee	Eric P. Brown
Director of Governor's Finance Office	County Manager
Coronavirus State Fiscal Recovery Fund	Office of the County Manager, Washoe County
[Date]	[Date]



State of Nevada
Governor's Finance Office, Budget Division
Coronavirus State Fiscal Recovery Fund (21.027)
Award Agreement



The State of Nevada Governor's Finance Office (GFO) has approved a Coronavirus State Fiscal Recovery Fund (CSFRF) allocation to **Office of the County Manager, Washoe County** hereinafter referred to as *Subrecipient*, based on its submission of the "American Rescue Plan Act (ARPA) Coronavirus State Fiscal Recovery Fund (CSFRF) Request for Allocation" (*Request*), and pursuant to the "Coronavirus State Fiscal Recovery Fund – Award Notice" (*Award Notice*) and the "Coronavirus State Fiscal Recovery Fund – Award Agreement" (*Agreement*). CSFRF has been defined by the U.S. Department of Treasury as "Direct Payment for Specified Use".

1. Subrecipient is requesting payment from the allocation of funds to the State of Nevada from the federal CSFRF, pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021 (ARPA) and understands all payments are contingent upon the submission of:
 - a. Signed and completed *Award Notice*
 - b. Completed "Incorporated Documents" (attachments) for *Award Notice*
 - c. Signed *Agreement*
 - d. Completed *Risk Assessment Questionnaire*.

All items should be received no later than (5) business days from the receipt of the *Award Notice*.

2. The State of Nevada will rely on this *Agreement* as a material representation in making payment to Subrecipient.
3. Subrecipient is receiving payment of the Coronavirus State Fiscal Recovery Fund based on the prior approval of the Governor's Office of Finance and, as required, the authorization of the Interim Finance Committee (IFC) for the amount of **\$14,500,000**, which is to be used only in a manner consistent with the *Award Notice* and *Agreement* and as proposed in the *Request*.
4. Although funds have been obligated for the aforementioned amount, actual CSFRF payments/transfers will be issued as reimbursements for eligible expenditures according to the "Disbursement of Funds" section of the *Notice of Subrecipient Award*. Subrecipient understands and agrees reimbursements will only be for eligible costs incurred (goods and services delivered) through the approved end date as specified in the "Project Period Start/End" section of the *Award Notice* and that invoices and supporting documentation will be required for payment. Invoices must be received at the GFO (emailed to covid19@finance.nv.gov) no later than the 10th of the month following the close of the billing month. GFO will initiate payments within 30 days from the date of invoices received.
5. For all subrecipients, funds may be used for the following eligible activities:
 - a. Response to the COVID-19 public health or economic crisis, including aid to households (Services to Disproportionately Impacted Communities), small business, non-profits, or impacted industries
 - b. Premium pay to essential employees, both public and private
 - c. Provide government services, to the extent of revenue lost due to COVID-19
 - d. Make necessary investments in water, sewer, or broadband infrastructure
6. Funds provided as a payment from the State of Nevada pursuant to this *Agreement* will adhere to the "Incorporated Documents" (attachments) for the *Award Notice* and official federal guidance issued or to be issued, on what constitutes a necessary expenditure. Current guidance is on the U.S. Department of Treasury website: [Coronavirus State and Local Fiscal Recovery Funds | U.S. Department of the Treasury](#) and more information can be accessed on the [Assistance Listing](#) in SAM.gov under assistance listing number (ALN, formerly known as CFDA number), 21.027.

7. Any funds expended by Subrecipient or its subgrantee(s) that fail to comply in any manner with official federal guidance shall be booked as a debt owed to the State of Nevada and subsequently collected and returned to the Federal Government. Amounts recovered shall be returned to the State of Nevada through deposit into the State's General Fund. Subrecipient further agrees that any determination by the Federal Government that it or its grantee(s) failed to comply with federal guidance shall be a final determination binding on itself and its grantee(s).
8. Subrecipient may be required to augment information provided in the *Request* document with a high-level plan to GFO summarizing the process and criteria it is using for expending funds within its organization and/or awarding to any grantee(s) for review of compliance with Treasury Guidance. GFO will provide guidance on specific plan requirements and deadlines to be submitted, if required.
9. Subrecipient and its subgrantee(s) receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the State of Nevada, or designee and Subrecipient agrees that it will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
10. Subrecipient will report monthly on incurred expenses and quarterly on project performance using the forms prescribed by the GFO and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SFRF award.
11. Subrecipient understands that payment from the CSFRF is considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the Uniform Guidance, 2 C.F.R. Part 200. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.
12. Subrecipient understands that any funds provided pursuant to this certification cannot be used directly or indirectly to offset a reduction in any State, City, County net tax revenue or deposit any CSFRF into any pension fund pursuant to sections 602(c)(2) and 603(c)(2) and will notify each grant applicant of this obligation. Funds must be spent in accordance with approved budgets as documented in the *Request* and *Award Notice*. Failure to do so will result in Subrecipient reimbursing the State of Nevada for any and all misspent dollars in addition to other remedies as provided by law.
13. Subrecipient understands that funds received pursuant to this certification cannot be used for expenditures for which a local government entity, political subdivision or its grantee(s) has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) or other qualified federal funding for that same expense and will notify each grant applicant of this obligation.
14. Subrecipient acknowledges that it has an affirmative obligation to identify and report any duplication of benefits and understands that the State of Nevada has an obligation and the authority to deobligate or offset any duplicated benefits. Subrecipient agrees not to perform any deceptive practices regarding the expenditure of CSFRF and understands that misuse or fraudulent use of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under this award, and civil and/or criminal penalties.
15. Subrecipient agrees to comply with any additional requirements and special conditions resulting from the risk assessment and understands payments are contingent upon obtaining and maintaining a current Nevada vendor registration, maintaining a DUNS number or Unique Entity Identified (UEI) free of suspension or debarment, and maintaining a good standing status with the State of Nevada.
16. Subrecipient understands that the State of Nevada may amend this *Agreement* or "Incorporated Documents" (attachments) as part of the *Award Notice* at any time provided that such amendments make specific reference to the *Agreement* or "Incorporated Document", are executed in writing, and signed by

a duly authorized representative of Subrecipient and the State of Nevada. Such amendments shall not invalidate the *Agreement*, nor relieve or release either party from any obligations under the *Agreement*. Subrecipient agrees the amendment will be used whenever there are changes to the originally approved terms and conditions resulting from but not limited to issues resulting from the risk assessment and compliance or from additional Department of Treasury or federal compliance requirements or guidance.

17. The State of Nevada may also suspend or terminate the *Agreement*, in whole or in part, if the organization materially fails to comply with any term of the *Agreement*, or with any of the rules, regulations or provisions referred to herein; and the State of Nevada may declare the organization ineligible for any further CSFRF allocations. In the event the State of Nevada terminates the *Agreement*, Subrecipient agrees to promptly refund to the State any and all remaining unspent funding.
18. Subrecipient shall hold harmless, defend and indemnify the State of Nevada from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the organization's performance or nonperformance of the services or subject matter indicated in the *Agreement*.
19. Subrecipient understands that the following administrative provisions apply to this Award:
 - a. **PRINCIPAL CONTACTS:** Individuals listed in the "Administrative Contact" section of the *Award Notice* are authorized to act in their respective areas for matters related to the transfer and administration of this fund payment.

Certification

In accordance with any applicable state and federal laws, statutes, rules, regulations, court orders, policies, and standards, the undersigned organizations will abide by this *Agreement*.

STATE OF NEVADA	SUBRECIPIENT
Signature >	Signature >
Director or Designee	Eric P. Brown
Director of Governor's Finance Office	County Manager
Coronavirus State Fiscal Recovery Fund	Office of the County Manager, Washoe County
[Date]	[Date]