



Washoe County Notice of Award

Period of Performance	Project Name	Federal Award Date	ALN (CFDA)	Dollar Amount	WC Internal Order (IO) #	Award ID #
10/01/25–09/30/26	Veterans Service Officer Expansion and Support	N/A	21.027	\$139,690.17	IO12589	12589

Purpose of Award: This project is a collaborative effort between Washoe County and NDVS to expand the reach and impact of Veterans Service Officers (VSOs) serving the county's veteran population. Through a Washoe County ARPA subgrant, two VSOs will be hired, trained, and accredited under NDVS standards. New hires will undergo the NDVS VSO training and accreditation process, ensuring consistency in service quality and compliance with federal and state requirements.

Office of the County Manager

UEI #: TH74SE96JVC7

Federal Awarding Agency Name (if applicable):

U.S. Treasury Department

ALN with Name:

21.027 State and Local Fiscal Recovery Funds

Recipient Name (must match UEI registration)

Nevada Department of Veterans Services

Fiscal Manager:

Joseph Theile

Theilej@veterans.nv.gov

Program Manager:

Joseph Theile

Theilej@veterans.nv.gov

Washoe County Address:

1001 E. 9th Street, Building D

Reno, Nevada 89512

Program Manager

Gabrielle Enfield,

Community Reinvestment Manager

genfield@washoecounty.gov

Recipient Address:

9400 Gateway Drive Suite A

Reno, NV 89521

UEI #: YSMKCNQ3BC7

Payee Vendor #: XXXX

Tax ID #: 886000022

Budget & Performance Period:

Beginning Date: 10/01/2025

Ending Date: 09/30/2026

Award Match Summary (if applicable): N/A

Percentage: N/A and **Total Match Amt:** N/A

Match category: N/A

Award Budget Summary

Budget Category	
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$6,312.48
Contractual	\$131,460.00
Indirect	\$0.00
Other	\$1,917.69
<u>Grant Total</u>	<u>\$139,690.17</u>

State Pass Through Entity: N/A

Federal Funds Obligated, This Action:

\$139,690.17

Federal Funds Obligated, All Actions:

\$139,690.17

Indirect Cost Rate: N/A

☐ On File OR ☐ DeMinimus ☒ None

Source of Funds: State and Local Fiscal Recovery Funds (signed into law March 11, 2021)

This Award is not for Research & Development

Disbursement of Funds as follows:

Payment will be made upon receipt and acceptance of reimbursement request, and any requested supporting documentation. A reimbursement request can only be made for actual expenditures specific to this award. Total reimbursement will not exceed **\$139,690.17** during the award period. **Carryover of funding from year to year is not permitted.**

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Nevada Department of Veterans Services
Address:	9400 Gateway Dr. Suite A
City, State, Zip Code:	Reno, NV 89521
Contact:	Joseph Theile
Phone:	775-825-9752
Fax:	
Email:	Theilej@veterans.nv.gov

Public Entity #2:	Washoe County Office of the County Manager – Community Reinvestment Division
Address:	1001 E. 9th St.
City, State, Zip Code:	Reno, NV 89512
Contact:	Gabrielle Enfield
Phone:	775-233-3957
Fax:	
Email:	genfield@washoecounty.gov

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

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

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

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

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

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

Effective From:	Upon BOE Approval	To:	09/30/2026
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	ASSURANCES TERMS AND CONDITIONS
ATTACHMENT C:	BUDGET NARRATIVE
ATTACHMENT D:	INSURANCE, HOLD HARMLESS, AND INDEMNIFICATION REQUIREMENTS FOR AWARD

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

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

Total Contract or installments payable at:	Upon receipt of approved timesheets/receipts
Total Contract Not to Exceed:	\$139,690.17

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

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

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

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

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

Public Entity #1 Authorized Signature

Date

Title

Public Entity #2 Authorized Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

Deputy Attorney General for Attorney General

On:

Date

Attachment AA - Scope of Work and Deliverables- Veterans Service Officer

Description of services, scope of work, and deliverables.

1. Scope of Work

Program Description: This project will provide comprehensive veteran benefits screenings and assistance with applications.

The program will ensure that 270 veterans receive personalized support to access the benefits they are entitled to. This initiative will focus on guiding veterans through the complex processes of filing compensation, healthcare, and survivor benefits. Public Entity #1 is to:

- Provide personalized assistance with applications and appeals for veterans' benefits.
- Target 270 veterans to receive benefit screenings and application support throughout the grant period.
- Public Entity #1 will have case management staff present at all bi-weekly Washoe County Veterans and Street Outreach case conferencing meetings. Street outreach meetings must be attended in person. Staff attending must have active HMIS user accounts and be able to share updates on any active clients who are homeless.
- Public Entity #1 will enter all homeless client data into the Homeless Management Information System (HMIS). All data entry must be timely and program types must be used per current Continuum of Care (CoC) policy and per the request of the Coe Coordinator.

2. Public Entity #1 Required Deliverables and/or Outcomes

Goal	Objective	Outputs	Outcomes	Metrics Used
Goal #1: Improve access to Veteran benefits.	Aid at least 270 veterans in applying for and appealing Veteran benefits claims.	270 Veterans will receive personalized benefits assistance through the VSO at Public Entity #1.	At least 202 (75%) of Veterans served by VSO will successfully secure benefits or make significant progress in their appeals process.	Number of Veterans served by VSOs (tracked monthly). Percentage of Veterans with successful benefits claims or appeals (tracked quarterly).

3. Consideration

Washoe county, Public Entity #2, will provide funding to NDVS, Public Entity #1, to pay for temporary labor for the Veterans Services Officer, along with administrative costs for IT related items for a total amount of \$139,690.17

ATTACHMENT B – ASSURANCES, TERMS, AND CONDITIONS

As a condition of receiving awarded funds from Washoe County, the Recipient agrees to the following:

1. Recipient will collaborate with Washoe County to ensure that project activities and objectives are met.
2. Recipient may not use awarded funds for anything other than the awarded purpose. In the event recipient expenditures do not comply with this condition, the portion not in compliance must be returned to Washoe County.
 - o Change Orders: Projects (preexisting obligations) experiencing increased costs are permitted to request a change order provided the initial award date was prior to 12/31/24.
3. **Period of Performance**
 - a. The period of performance is effective retroactively from **October 1, 2025 through September 30, 2026**. All required purchases and expenses hereunder shall be completed by September 30, 2026. This Agreement shall become effective once approved by the authorized official of each party.
4. Recipient shall submit reimbursement requests for expenditures only as approved in Section C – Budget Narrative. Any additional expenditure beyond the approved detail in the categorical budget amounts, without prior written approval by Washoe County, and/or by an award amendment, may result in denial of reimbursement.
5. Transferring funds between budgeted categories without written prior approval from Washoe County is prohibited under the terms of this award. Requests to revise approved budgeted amounts must be made in writing to Washoe County and provide sufficient narrative detail to determine justification. Changes to the budget must be approved by the Community Reinvestment Manager.
6. Recipients are required to maintain **accounting records**, identifiable and trackable by the award number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than five years (unless otherwise stipulated) plus 120 calendar days post-performance period.
 - b. In all cases an overriding requirement exists to retain records until the resolution of any audit questions relating to individual awards.
 - c. All records are subject to audit from local, state or federal personnel or designee.
 - **Accounting records** are defined as all records relating to the expenditure and reimbursement of funds associated with this award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to award activity.
7. Recipients are required to maintain **all project and programmatic records** including eligibility supporting documents, procurement supporting documentation, and progress/program reporting. These records must be maintained in accordance with accounting record requirements.
8. This award may be amended at any time when both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both parties. Neither party may assign the amendment(s) without the express written consent of the other party.
9. Nevada Revised Statutes (NRS) Chapter 239 declares certain records and documents to be public documents. Unless documents or records are confidential or privileged, the

- recipient agrees that this award and any records related to the performance of the duties described in this award and which are required to be provided to Washoe County by agreement may be public documents and may be available for distribution. The recipient gives express permission to make copies of the award and related documents.
10. The recipient shall timely disclose, in writing to the Washoe County program contact of this award, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subgrant award. Failure to make the required disclosures can result in termination of the award.
 11. Any activities Recipient performs under this award will acknowledge the source of funds and that funding was provided through Washoe County.
 12. When applicable, recipient agrees that any and all printed documents purchased or produced within the scope of this award will include the printed statement: "This publication (journal, article, etc.) was supported by Washoe County with U.S. Treasury Department federal funds for the State and Local Fiscal Recovery Funds - signed into law March 11, 2021, and is solely the responsibility of the authors. It does not necessarily represent the official views of Washoe County or the U.S. Treasury Department.
 13. No funding associated with this award will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, County, or local agency, legislature, commission, council or board;
 - b. any federal, state, County, or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, County, or local agency, legislature, commission, council or board.
 14. Recipients of this award must respond to all auditor inquiries. Washoe County is subject to inspection and audit by representatives of federal, state, and local audit agencies, or other appropriate entity required by law to audit the award to:
 - a. verify financial transactions and determine whether funds were used in accordance with
 - i. applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.
 15. Any audit of recipient expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of awarded funds. It is the policy of Washoe County (as well as federal requirement as specified in the required 2 CFR 200, **Subpart F**, all U.S. states, local governments, federally recognized Indian tribal governments, and non-profit organizations) that each grantee annually expending \$1,000,000 or more in federal assistance have an annual audit prepared by an independent auditor in accordance with the terms and requirements of **Subpart F**.
 16. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549 (3 CFR Part 1986 Comp., p.189), Executive Order 12689 (3 CFR Part 1989 Comp., p. 235) and 2 CFR part 1400, Government-wide Debarment and Suspension.

This provision shall be required of every recipient receiving any payment in whole or in part from federal funds. The use of federal funds will be referenced on page 1 of this award. The Recipient must notify the award manager within 30 days if debarred by any governmental entity during the Agreement period.

17. Recipient must comply with all other applicable federal requirements, including:
- a. 2 CFR Part 25, Universal Entity Identifier and Central Contractor Registration
 - b. 2 CFR Part 175, Award Term for Trafficking in Persons
 - c. 2 CFR Part 1401, Requirements for Drug-free Workplace
 - d. 41 U.S.C. § 6306, Prohibition on members of Congress Making Contracts with Federal
 - i. Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any funds made to a corporation for the public's general benefit.
 - e. Executive Order 13513, Federal Leadership on Reducing Text Messaging while driving:
 - i. recipients are encouraged to adopt and enforce policies that ban text messaging while driving.
 - f. Pursuant to Executive Order 13043, 62 FR 19217, recipient agrees to adopt, and encourage its contractors to adopt and enforce, seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
 - g. The Fair Housing Act, Title VIII-IX 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, national origin, sex, familial status, or disability.
 - h. 41 U.S.C. § 4712 (a), Enhancement of Recipient and Subrecipient Employee Whistleblower
 - i. Protection. This award, related awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related awards, and related contracts are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 (c).
 - i. 2 CFR Part 200, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - j. Recipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
 - k. Recipient agrees to comply with the Equal Employment Opportunity clause and abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on basis of age; Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disabilities; and Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
 - l. All recipient contractors will comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3144) (40 U.S.C. 3141-3148). When required by Federal program legislation, all contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Federally Financed or Assisted Construction).

- m. All recipient contractors will comply with Contract Work Hours and Safety Standards Act
 - i. (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
 - n. The recipient shall comply with the Procurement of Recovered Materials, 2 CFR 200.322. A non-Federal entity that is a state agency or agency of 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 EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by 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.
 - o. Recipient agrees to comply with all applicable requirements in 2 CFR Part 200, Subparts A Through D; 2 CFR Part 200, Subpart E Cost Principles; 2 CFR Part 25; 2 CFR Part 183 and 184.
 - p. Recipient agrees to the 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 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.
18. Any recipient receiving funding from Washoe County shall enroll and enter demographic data (including social security number) into the County's Homeless Management Information System (HMIS) if the majority of individuals receiving services operated by the funded program are experiencing homelessness).
- a. HMIS is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of all individuals experiencing homelessness, while also protecting client confidentiality. This includes but is not limited to all emergency shelter, transitional housing, bridge housing or other residential programs for people experiencing homelessness. Data for the purpose of this policy, refers to all relevant client information collected by programs serving the majority of individuals experiencing homelessness. This data includes demographics, enrollment and exit data, income and benefit changes, services provided and exit destination to the maximum extent practical. Programs may identify a need to also collect additional program data beyond the basic data set to meet the requirements of a specific funder or to measure additional program outcome measures.
19. Recipient shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award. Washoe County reserves the right to

disqualify any grantee on the grounds of actual or apparent conflict of interest. Recipients are responsible for notifying their program contact at Washoe County in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the recipient, the recipient employees, or the recipient's grantees in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Failure to resolve conflicts of interest in a manner that satisfies Washoe County may result in termination of award.

20. Recipient represents that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any materials owned by third parties supplied or specified by it for deliverables under this award, and that the use of any such third-party intellectual property does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. The recipient will release Washoe County, its officers, agents and employees harmless from liability of any kind or nature, including the subrecipients use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or applicant, and any other intellectual property furnished or used in the performance of this agreement.
21. This award may be immediately terminated by Washoe County at any time during the performance period for the following reasons: 1) conduct that interferes with the administration of the grant; 2) illegal activity of any kind; 3) insolvency; 4) failure to disclose a conflict of interest; 5) influence by gratuity; 6) any other violations of the terms of the grant agreement; 7) performance below expectations without action to improve; and 8) substantiated fraud, abuse, or misappropriation of grant funds.
22. The County requires all recipients to establish and maintain appropriate licensing and insurance requirements consistent with federal, state and local regulations for activities, personnel etc. This is intended as the recipient organization accepting these funds are responsible to pay for loss or liability related any and all actions resulting from the receipt of these funds.
23. The County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Any liability of both parties shall not be subject to punitive damages. Actual damages for County breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
24. All sections of this Agreement which by their nature should survive termination will survive termination, including without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, duties of indemnification and limitations of liability.
25. All recipients are required to comply with applicable local, state, and federal confidentiality and privacy rules. Recipients shall collect, maintain, and transmit personal information about services in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names or Social Security numbers on information submitted to the County (or other). Any recipient that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191. Such safeguards shall not restrict the County's access to protected health information which may be necessary to determine program compliance [45 CFR 164.512(d) (1) (iii)].

- a. Change Order: Projects (preexisting obligations) experiencing increased costs are permitted to request a change order provided the initial award date was prior to 12/31/24.

26. Recipient Reporting Requirements

- a. recipient agrees to submit quarterly progress reports on or before the 10th day of the month following the end of the quarter
- b. recipient agrees to submit quarterly financial reimbursement requests on or before the 10th day of the month following the end of the quarter
- c. recipient agrees to submit final program and financial report within 15 days after the performance period ending date.

Unless otherwise directed, the recipient must liquidate all obligations no later than 15 days after the end date of the performance period.

27. Recipient Monitoring

Recipients are monitored through quarterly progress reports that are reviewed and approved, ensuring completion of required scope of work and deliverables and/or outputs are being accomplished as expected. Recipient quarterly financial reimbursement requests will be reviewed and approved to ensure compliance with budget and cost principles. Washoe County conducts risk assessments to determine any additional monitoring necessary (i.e., site visits, desk audits etc.) and will be bulleted below.

- Monitoring Review: A one-time call with entity will be scheduled between May 2026-July 2026 by Washoe County Community Reinvestment using a Washoe County Bi-Annual Onsite Monitoring Form

28. Recipient Reimbursement

Recipient quarterly reimbursement must be submitted, in the manner prescribed, to the recipient's program manager, or designee and in accordance with dates prescribed in Attachment B.3.

1. Additional Conditions for Reimbursement

The recipient agrees to request reimbursement according to the schedule specified in Attachment B.25 of this award. The reimbursement request must be for actual expenses incurred related to the Scope of Work identified in Attachment A and during the period of performance of this award.

- a) Requests for reimbursement shall be accompanied by supporting documentation for the expense, including a line-item description of expenses incurred including details of recipient's non-cash match, and a line-item description of expenses incurred for each category as defined in Section C, Budget Narrative.
- b) The recipient agrees to provide additional expenditure details upon request from Washoe County.
- c) If there are no expenditures for the required reporting period, the subrecipient will send an email to notify the Washoe County program contact that there is "No reimbursement request for (insert reporting period)".
- d) Reimbursement for any allocable costs conducted in a fiscal year, July 1st through June 30th, must be received by Washoe County no later than July 15th, following the fiscal year in which the expenditures occurred. Any reimbursement request received after this time period will be returned to the recipient and will not be reimbursed by Washoe County and all costs associated with the returned reimbursement will be absorbed by the recipient.
- e) All reports of expenditures and requests for reimbursements processed by Washoe County are SUBJECT TO AUDIT.

- f) The recipient agrees to have written financial management, procurement, travel, human resources, and inventory policies and a conflict of interest standard consistent (or more restrictive) with Washoe County's standards and policies.

Additionally, the recipient agrees to provide:

- g) A final financial accounting of all expenditures to Washoe County within 30 days of the close of the period of performance. Any unobligated funds shall be returned, or if not already requested, shall be deducted from the final reimbursement.
- h) Upon production of all publications and materials produced with this award, copies will be sent to the Washoe County program manager, including electronic copies.
- i) In the event of termination, the recipient shall: 1) repay any outstanding advance; 2) not be reimbursed any expenditures that occurred after the termination effective date; 3) maintain equipment purchased with grant funds during the period of performance, through-out the life of the program, returning capital assets upon program closure; 4) surrender any and all documents related to the grant that Washoe County deems necessary; and 5) repay Washoe County all grant funds found to be unallowable costs.

ATTACHMENT C – PROJECT BUDGET AND BUDGET NARRATIVE

Applicant Name: **Nevada Department of Veterans Services**
 Name of Project: **Washoe County VSO Partnership**

E. Supplies: Supplies are generally defined as an item with an acquisition cost of \$4,999 or less and a useful life expectancy of less than one year. Supplies are generally consumed during the project performance period.

Description	Purpose and Need	Unit Cost	Qty	Total
Surface Pro w/ PIV Card Setup	Computer, and mobile accessibility to complete claims	\$ 3,156.24	2	\$ 6,312.48
				\$ -
		\$ -		\$ -
Supplies Subtotal:				\$ 6,312.48

F. Contractual: Contractual covers the costs of subcontractors or subrecipients other than the Prime Applicant. This also includes the services such as janitorial services, rent, utilities, facility maintenance fees, etc.

Description	Purpose and Need	Unit Cost	Hours	Total
Veterans Services Officer	Connects eligible Veterans to earned	\$ 35.00	1878	\$ 65,730.00
Veterans Services Officer	Connects eligible Veterans to earned	\$ 35.00	1878	\$ 65,730.00
				\$ -
		\$ -		\$ -
Contractual Subtotal:				\$ 131,460.00

G. Other: Other costs are items required for the project which do not fit clearly into the other categories. Examples are conference fees, subscription costs, printing costs, etc.

Description	Purpose and Need	Unit Cost	Qty	Total
IT expenses	Microsoft Office Suite, Integration to State Server, Governor's Technology Office fees	\$ 481.30	2	\$ 962.61
Tyler Technologies Subscription	VSO Claims submission platform/Training	\$ 477.54	2	\$ 955.08
				\$ -
				\$ -
Other Total:				\$ 1,917.69

				Total Direct Costs \$	139,690.17
				MTDC Indirect Costs \$	-
				Project Budget Total \$	139,690.17

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs and with the approval of the cognizant agency for indirect costs

Budget Narrative:

This project is a collaborative effort between Washoe County and NDVS to expand the reach and impact of Veterans Service Officers (VSOs) serving the county's veteran population. Through a Washoe County ARPA subgrant the budget will be used to fund two VSOs who will be hired using a contract between Manpower and the State of Nevada and trained and accredited under NDVS standards. Supplies will fund a laptop for each VSO, and the Other budget line will be allocated towards software and IT needs.

- Supplies: \$6,312.48
- Other: \$1,917.69
- Contracts: \$131,460.00
- Total Budget: \$139,690.17

Attachment D: INSURANCE, HOLD HARMLESS, AND INDEMNIFICATION REQUIREMENTS FOR AWARD

Indemnification

As respects acts, errors or omissions in the performance of (sub)recipient services, (sub)recipient agrees to indemnify and hold harmless Washoe County, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by (sub)recipient's negligent acts, errors or omissions in the performance of its (sub)recipient services under the terms of this Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of (sub)recipient services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, (sub)recipient agrees to indemnify, defend (at County's option), and hold harmless County, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of (sub)recipient (or (sub)recipient, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence of County.

General Requirements

County requires that (sub)recipient procure and maintain the following insurance conforming to the minimum requirements specified against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by (sub)recipient, its agents, representatives, employees or SUB-(sub)recipients. The cost of all such insurance shall be borne by (sub)recipient.

Industrial

It is understood and agreed that County shall be not provide Industrial Insurance coverage for (sub)recipient or any (sub)recipient. (sub)recipient agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 6168.627 and NRS 617.210.

Workers' Compensation

The (sub)recipient shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters are not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

If the (sub)recipient is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, (sub)recipients, or independent (sub)recipients and completes an Affirmation of Compliance pursuant to NRS 616B627.

Commercial General Liability Insurance (CGL)

The (sub)recipient shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence, and Two Million Dollars (\$2,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent (sub)recipients, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Waiver of Subrogation

The (sub)recipient waives all rights against County, its agents, officers, directors and employees and any other indemnitees listed in this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. (sub)recipient's insurer shall endorse CGL policy to waive subrogation against County with respect to any loss paid under the policy.