

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and The Reno Initiative for Shelter and Equality (RISE), (“Contractor”), collectively (the “Parties”).

WITNESSETH:

WHEREAS, County desires to engage Contractor to render certain consulting services in Support of the “CrossRoads Operator” (the “Project”); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit “A” Scope of Work (the “Services”); and

WHEREAS, County followed the requirements for the lawful procurement of goods and services in accordance with established policies, regulations, codes and/or statutes in force at the time of the original Agreement execution; and

WHEREAS, County released RFP #3266-24 on November 21, 2024 seeking a vendor to operate the CrossRoads Program; and

WHEREAS, Contractor represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2025 through June 30, 2027, with the provision for three (3), one (1) year renewal options upon mutual assent of the Parties or until cancelled in accordance with Article 12 of this Agreement, whichever comes first. Renewals are not guaranteed and will be offered at the County’s sole discretion, subject to agency need, Contractor’s performance and available funding.

CONTRACTOR shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Contractor prior to acceptance, and Contractor warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto. Contractor must perform the Services in accordance with Exhibit C, Federal Contract Clauses.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, and/or Exhibit C, Federal Contract Clauses, shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Contractor's compensation shall be determined on a time and material basis and shall not exceed the sum of \$1,938,186.00 (ONE MILLION NINE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS). Subsequent renewal periods, if contract extensions are implemented, shall be increased by 3.5% annually, with the first increase effective July 1, 2026. Contractor shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation. The actual costs charged for the work by Contractor in accordance with this provision shall be full compensation to Contractor for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, contractors and sub-contractors engaged by Contractor; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Contractor shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Contractor to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Contractor shall submit to County monthly invoices, broken down by program location (i.e. Men's, Women's, Women and Children's), no later than the 10th day of each month, indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Contractor for work on the Project shall be made within thirty (30) days after receipt and approval of Contractor's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Contractor. No penalty shall be imposed upon the County for payment(s) received by Contractor after thirty days.

3.4 Dispute of Work

County shall notify Contractor in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Contractor shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Contractor of notice from the County. If the County and Contractor cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than June 30, 2027, with the provision for three (3), one (1) year renewal options. Contractor shall be granted time extensions for items within the phases of the

Project in writing by County if the time schedules cannot be met because of delays beyond Contractor's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Contractor's work promptly. Contractor will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Contractor's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, 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 this Agreement after the intervening cause ceases.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, including over any other contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Contractor's cost estimates shall be made on the basis of qualification and experience.

Since Contractor has no control over the resources provided by others to meet contract schedules, Contractor's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Contractor cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the County.

1. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

2. Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not County employees.

3. Unless otherwise provided in Exhibit A, Contractor is responsible for all expenses without reimbursement.

4. Neither Contractor nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

5. Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.

6. County and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 8 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to perform the Services. Contractor shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Contractor in Exhibit A, Scope of Work.

ARTICLE 9 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Contractor and is necessary to complete the Project. County shall assist Contractor in obtaining access to public and private lands so Contractor can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Contractor and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Contractor.

ARTICLE 10 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 11 – INSPECTION AND AUDIT

11.1 Books and Records.

Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

11.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, 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 of contractor for such records may be found with or without notice by the County or its representatives.

With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

11.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained a minimum of 3 years, and for 5 years if any federal funds are used pursuant to this Agreement. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of this Agreement, whichever is later. 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.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

12.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.

12.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

12.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

12.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

12.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information

e. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of confidentiality to the County or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:

Washoe County Human Services Agency
350 S. Center Street
Reno, NV 89501
hsa-contracts@washoecounty.gov

To Contractor:

Ben Castro, Executive Director
RISE
PO Box 5254
Reno, NV 89513
ben@renoinitiative.org

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor shall be in state district court in Washoe County, Nevada.

Both Parties agree to participate, collaborate and cooperate in any investigative process that may be required, should the need arise; and further agree to mandate all respective staff to participate, collaborate and cooperate in any investigative process that may be required.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Contractor's work described in Exhibit A, Scope of Work, is entitled to reasonable costs and attorneys' fees.

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit B and then any other agreement / exhibits.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 - ASSIGNMENT

Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing

such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Contractor.

ARTICLE 23 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit B, Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 24 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's 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.

ARTICLE 25 – LOBBYING

Contractor agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

23.1 Any federal, state, county or local agency, legislature, commission, counsel or board:

23.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Contractor agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 26 – USE AND MAINTENANCE OF COUNTY EQUIPMENT

County shall furnish the services of the County maintenance staff and/or other designated facilities, as required for the proper maintenance and repair of vehicles and equipment assigned to Contractor for use in the Project.

- a. County shall provide routine preventative maintenance for all delivery vehicles using a predetermined mileage interval.
- b. County shall notify Contractor of the need for routine preventative maintenance on vehicles. Repairs outside of normal wear and tear or due to failure to notify the County of obvious repair issues i.e., check engine light, will be Contractor's responsibility.
- c. Repairs, maintenance or replacement of equipment or vehicles shall be performed by or routed through the County's Equipment Services Division or their designated facility.
- d. Repairs to vehicles involved in an accident while operated by Contractor or their employees will be reported on the appropriate form and submitted to Washoe County Risk Management for handling.
- e. Contractor shall be responsible for repair costs to vehicles involved in an accident while operated by Contractor or their employees. Contractor shall also be responsible for all other damages while a vehicle is in its care, custody, or control. Contractor's insurance shall be primary for all claims and lawsuits arising from operating a County vehicle.
- f. Fuel for delivery vehicles shall be purchased through the County's Cardlock system utilizing designated fuel stations and fuel cards provided. Vehicles shall be used for the purposes of the Project only. Fuel charges for delivery vehicles will be reimbursed under the Agreement provided the fuel use was related to the Project. Fuel used for other purposes or purchased outside of the County's Cardlock system will generally be the responsibility of Contractor; however, an extenuating circumstance requiring fuel use or purchases outside the County's Cardlock system may be approved by the County on a case-by-case basis with proper documentation.
- g. Contractor shall insure its staff completes and remains current on all County driver requirements including the completion of Mandated Washoe County Defensive Driving Training prior to operating any County owned vehicles.
- h. Contractor and its staff must comply with County's Driver Manual and provide their driver information so MVR's may be obtained.
- i. Contractor shall maintain vehicle cleanliness in a standard that complies with Washoe County fleet standards.

ARTICLE 27 - ORGANIZATION'S CERTIFICATION

Contractor, its principals and agents, to the best of its knowledge and belief:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

e. Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONTRACTOR:

Dated this ____ day of _____, 2025

Dated this ____ day of _____, 2025

By _____

Mark Stewart
Purchasing & Contracts Manager

By _____

Ben Castro
Executive Director

Exhibit A

SCOPE OF WORK

Program Overview

CrossRoads is a Washoe County Human Services Agency (WCHSA) funded and lead initiative that serves Washoe County residents who are struggling with a range of personal life challenges through a peer-lead, alcohol and drug free structured housing program with integrated wrap-around supportive services. The Men's, Women's, and Women & Children's CrossRoads Supportive Living Community consists of four primary components:

- A phase-based, structured and supervised alcohol and drug free living environment
- Targeted and intensive case management services
- Life skills/life management and workforce readiness programming
- Proactive linkage to any needed physical and/or behavioral healthcare services

WCHSA CrossRoads includes the following populations and settings:

- Men's CrossRoads is comprised of an average census of 70 Adult Males at a single site
- Women's CrossRoads is comprised of an average census of 44 Adult Females at a main campus site (hub) and at two satellite (spoke) locations
- Women & Children's CrossRoads is comprised of an average census of 12 families (mothers with dependent children) at a main campus in three adjacent building

Individuals who may be served in the program include but are not limited to Washoe County residents who are self-referred or referred through the courts, the jail, community service providers, behavioral health treatment program, Child Protective Services (CPS), hospitals, emergency shelters, and/or individuals who are currently being served by County who have a demonstrable need for the CrossRoads supportive living community services.

As the CrossRoads Operator, Contractor will work within the CrossRoads program milieu and actively teams with WCHSA staff and other community service providers to teach, coach, and model the program's core rules, norms, values, and expectations with all CrossRoads program participants in all CrossRoads locations.

Supportive Community Living Approach

The CrossRoads Supportive Living Community approach is a cornerstone of CrossRoads. Participants use the structural elements of the Supportive Community Living approach as a foundation for developing, practicing and mastering a prosocial and alcohol and drug free lifestyle. Contractor will align with and leverage this approach in the operations of CrossRoads through the following strategies:

1. Outreach: Attempt to enroll participants not using traditional or mainstream services
2. Engagement: Use communication skills and listening responses to establish an effective working relationship/alliance with participants
3. Participant Supervision: Monitor and provide oversight of participants to ensure a safe and secure environment

4. Participant Structure: Facilitate and/or assist in facilitating day-to-day events, activities and services
5. Coaching Guiding: Assist participants in understanding and following the rules, norms and expectations of CrossRoads through a supportive and strength-based approach
6. Responsible Concern: Apply practices designed to place the health and safety of the program and its peer community as a priority
7. Modeling: Demonstrate, with consistency, both verbally and behaviorally, the program's Community as Method approach including rules, norms, roles, responsibilities and expectations
8. Intervention: As appropriate, assist in preventing or altering the course of a participant's actions

Scope of Work

Administrative Oversight

Contractor must:

- Work in a transparent and collaborative manner with County management and leadership staff
- Implement a systemic plan under County guidance to ensure fidelity to WCHSA CrossRoads program model, including those living with or reunifying with their children
- Implement and follow current program policies and procedures
- Develop and maintain, in collaboration with County, standardized program policies and procedures to meet program and participant needs, including policies and procedures for grievances from participants
- Implement a systemic plan that includes providing community support, advocacy, wellness and community engagement services with participants, including those reunifying with their children
- Engage in proactive efforts to support and expand the existing referral base for CrossRoads
- Manage and maintain inventories of all program supplies, for example, drug testing supplies, food and participant supplies
- Participate in mandatory meetings in conjunction with County to review program status and contract compliance, including but not limited to:
 - Weekly Multidisciplinary Team (MDT) meetings to be attended by the CrossRoads Supportive Community Management Team, WCHSA Management and Case Management Team, Behavioral and Physical Health representative(s) and others as appropriate
 - Weekly meetings, upon request, with a County Coordinator
 - Leadership meetings, upon request, with Contractor's administration and County management
- Actively participate in any program audits
- Within the first forty-five (45) days of execution of this Agreement, develop a Continuity of Operations Plan to be approved by County

Data Tracking and Program Measures

Contractor must create a CrossRoads Data Tracking plan in coordination with the County within the first thirty (30) days of the execution of this Agreement. Any subsequent modifications to this plan must be approved in writing, via email, by County. The Data Tracking plan must include the following information:

- Specific list of contract deliverables, CrossRoads participant data and activities, and other metrics as determined by County
- Schedule and format for reporting tracked data to County. Reporting shall occur no less frequently than monthly. Monthly reporting shall be completed prior to invoicing.
- Plan for utilizing CaseWorthy as the primary data tracking system. Other documentation systems in conjunction with CaseWorthy with County approval. If other documentation system(s) are to be used, plan shall include protocols for said system(s).

Staffing, Management and Training

Contractor must create a CrossRoads staffing plan in coordination with the County within the first thirty (30) days of the execution of this Agreement. Any subsequent modifications to this staffing plan must be approved in writing, via email, by County. The staffing plan must include the following information:

- Minimum staffing requirements as agreed upon by County
- Titles of all positions
- Physical location of each position
- Number of full-time employees (FTEs) per position
- Total hours per week per position
- Maximum hourly rate per position, not including benefits

Contractor must create a staff training plan in coordination with the County within the first thirty (30) days of the execution of this Agreement. Any subsequent modifications to this staffing plan must be approved in writing, via email, by County. This plan must include all staff who have any direct interaction with CrossRoads participants and incorporate both initial (within the first 90 days of commencement of employment) and ongoing training, as well as a training schedule. Topics must include, at a minimum:

- The CrossRoads Supportive Living Community program model
- The implementation of the core principles of a Community As Method model and whole person care
- Participant de-escalation strategies
- Participant crisis management approaches
- CPR/First Aid
- Naloxone administration
- Participant service collaboration and planning
- Participant mental health crisis recognition, including suicide warning signs and intervention strategies
- Trauma-informed care

- Life skills/life management curriculum facilitation training
- Culturally competent and relevant care
- Community-based model of care
- Theories of substance related and co-existing conditions, including dislocation and the biopsychosocial model
- Incident, census and shift reporting
- Documentation standards
- Formal training on administering PBT's and UA screening
- Specialized training regarding car seats, safe sleep, mandatory reporting and children's specific CPR
- Additional trainings as identified by Contractor or County, or as required by County

Contractor must:

- Submit a monthly training report for review by County CrossRoads Coordinator, and with monthly invoice submission that includes training offered, attended and name of employee
- Provide documentation to County CrossRoads Coordinator that all hires have passed the appropriate background checks per state and federal requirements
- Obtain County CrossRoads Coordinator approval for all management and supervisory staff hired or utilized in the program at least four (4) working days prior to engagement in the program
- Ensure County is able to contact Contractor's designated management representative 24 hours per day, seven days per week, 365 days per year for emergent needs

Contractor is responsible for all required community management and staff training, as well as background investigations, for all Contractor staff employed for the CrossRoads program.

Contractor must ensure Community Support management and staff attends weekly group or individual CrossRoads coaching/supervision meetings for the purpose of reinforcing the above core competencies.

Community Support Staff Services

CrossRoads is committed to maintaining a safe, structured, and secure environment which emphasizes physical, psychological, and emotional safety for both program participants and program staff. The program's microcommunity is founded on a range of core elements: the application of a community as method model; a phase-based approach; the implementation of a standardized behavior change curricula; formal community roles, jobs, and committees; standard program rules, norms, values, and expectations; and the facilitation of peer led meetings, seminars and workshops. All of these core elements of the CrossRoads model serves as the foundation for creating the desired environment.

Under this model, Contractor must:

- Implement a modified Community As Method approach with fidelity including the implementation of peer and staff level hierarchies, roles, jobs, responsibilities, peer counsels and committees

- Manage day-to-day operations of CrossRoads including milieu management, structured daily programming, and supportive activities based on the CrossRoads supportive living community model
- In collaboration with County, implement a standardized phase/tier system for CrossRoads participants. Such phase/tier system must include incremental increase in participant privileges and responsibilities tied to the participant's adherence to the program's rules, norms, values, standards and expectations. The system will account specifically for the individual's unique service planning needs as determined by the participant's multidisciplinary team.
- Implement the CrossRoads standardized rules, norms, values and expectations within the supportive living community. These rules, norms, values and expectations are based on the belief that all participants are worthy and capable of making life changes and that the participant's investment in their supportive living community, engagement in targeted case management services, and the program's proactive support in creating linkages to primary and behavioral health services is a means by which life change can be accomplished.
- Enforce the CrossRoads standardized rules, norms, values and expectations through teaching, guiding and modeling, and the implementation of responsible concern, learning opportunities and, as necessary, sanction for individuals who violate the program and property standards.
- Document and intervene with all violations of the standard rules, norms, values and expectations, and follow all County processes, procedures and policies in reporting such incidents.
- Assist with new participant intake processes including testing, personal belongings inventory, clothes washing, program orientation, introduction to housemates, and issuing of personal hygiene supplies and food baskets.
- Create individualized case plans for each CrossRoads participant that are developed in collaboration with participants and the Multidisciplinary Team (MDT) to ensure a holistic approach to addressing participant needs
 - As appropriate and agreed upon, work with participants on specific objectives identified in the MDT meetings, ensuring objectives always refers back to the participant's case plan
- Coordinate and consult with MDT members and County staff to keep all parties informed of issues and participant progress, including behavioral health and substance use/relapse information or concerns. All CrossRoads participants will be required to sign a release of information not ensure their safety and success in the sober living program. Recipients will not enter the program without said release of information and will be discharged from the program if a revocation of said release is requested by the participant.
- Complete end of shift reports for incoming staff and case workers to be aware of community and participant activity
- Implement the CrossRoads daily and weekly structure for participants, including:
 - Facilitation of daily structured morning and evening meetings, seven days per week
 - Facilitation of a minimum of 15 hours of structured participant leisure and recreational activities/events per week. These activities/events must take place for a minimum of two hours per day, seven days per week.
 - Provide access to a variety of on- or off-site mutual self-help meetings per week. Examples include Alcoholics Anonymous, Narcotics Anonymous, Gamblers Anonymous, SMART Recovery and NAMI Connections.

- For off-site services, Contractor may be asked to assist in providing transportation to and from agreed upon off-site mutual self-help meetings through the use of County vehicles
 - Facilitate a minimum of two hours of classes per week for participants targeted on teaching basic principles of nutrition, physical health, and self-advocacy in health care in collaboration with County
 - Facilitate a minimum of 20 hours per week of life skills development programming through the use of standardized curriculum and County-approved workshops and seminars. Services are to be facilitated by a range of peers, paraprofessionals and professional staff.
- Ensure Contractor staff monitor participant movement on and off property at all times, including:
 - A specific check-in and check-out process for exiting and re-entering the property of at all times
 - Utilization and monitoring of movement passes for going off-site based on the individual's phase in the program
- Proactively monitor and supervise all program sites, including all hallways, medication locations, offices, shared activities rooms, outdoor exercise and leisure time locations, and all public access on each property through a video security system and active staff oversight and observation
 - House runs (site rounds) must be conducted an average of one time per 60 minutes and documented per shift through detailed shift reports

Management of the Structured and Supervised Alcohol and Drug Free Living Environment

Contractor must:

- Ensure all program sites are clean and safe
- Ensure daily cleaning of shared spaces, restrooms and high-traffic areas, including:
 - Disinfecting frequently touched surfaces such as doorknobs, light switches and shared equipment
 - Maintaining cleanliness in communal areas such as kitchens, dining rooms and recreational spaces
 - Ensuring restrooms are stocked with essential supplies and thoroughly cleaned
- Oversee upkeep at all CrossRoads properties
- Report any damage or non-emergency maintenance needs to County within 24 hours utilizing the WCHSA maintenance reporting form. Link will be provided to Contractor upon execution of this Agreement.
- Report any emergency maintenance needs immediately by: (1) calling the after-hours County maintenance number, and (2) contacting the CrossRoads Coordinator. Phone numbers will be provided to Contractor upon execution of this Agreement.
- Ensure the safety of participants, staff and volunteers is of utmost importance. Firearms, explosives, weapons, or any item that may be construed as such, are prohibited from CrossRoads. There are some limited exceptions to this policy; for example, certified and licensed law enforcement personnel.
- Provide oversight and management of basic needs items including toilet paper, bedding, towels, toothpaste, toothbrush and other basic toiletries for an individual during the time period the individual is living in the CrossRoads supportive living community

- Ensure, in collaboration with County, food security for all participants
- Provide medication monitoring that includes tracking and secure storage of all medications, including narcotics. CrossRoads at no time distributes medication.
- Leverage existing resources such as local food pantries and donation sites for clothing, goods and supplies prior to purchased expenditures
- Manage, in collaboration with County, participant needs funds for the following:
 - Participant activities – supplies, permits, fees, outings, art projects
 - CrossRoads token economy swag – shirts, hats, jackets, gift certificates and other approved items
 - Participant personal items, food, emergency clothing or needs associated with conditions for employment or incidentals for individuals approved for needs assistance
- Utilize County vehicles to provide participant transportation to and from appointments and to scheduled and approved community activities as needed and directed by County, including:
 - Approved community structured leisure/recreation activities
 - Approved mutual self-help/aid services
 - Approved court and child visitation appointments
 - Approved behavioral health and medical appointments regardless of the individual's managed care coverage
 - Approved personal shopping (e.g. Good Shephard, Goodwill, Walmart, Winco) on a weekly basis
 - Structured and approved community service
- Verify income of program participants for rental assistance and assist with the application if qualified, establish rental agreements with participants and collect rent from participants utilizing approved County policies and procedures, as applicable
- Conduct regular alcohol screening:
 - Conduct preliminary breath testing (PBT) a minimum of two times daily for all CrossRoads participants
 - Conduct PBT when a participant leaves the property and again when they return to the property
 - Initiate incident reporting protocols and notify management regarding any test result above 0.000
- Conduct regular drug screening
 - Conduct randomized urinalysis (UA) on a consistent schedule to be approved by County
 - Initiate incident reporting protocols and notify management regarding any presumptive positive test result
- Enter timely, accurate data into an identified drug testing database for all testing completed
- Follow established protocol for testing and chain of custody requirements for presumptive positive tests

Inclusion of Proposal and RFP and Order of Precedence

This contract in response to source RFP #3266-24 CrossRoads Operator, contains certain specific terms and conditions. Furthermore, this contract includes, in their totality, the following documents:

- The proposal submitted by Contractor in response to the source RFP along with any and all clarifications, amendments, and addendums to said proposal.
- The original RFP bid documents along with all amendments and addendums to said documents.

In the case of conflicts or contradictions within the collection of documentation contained under this contract, the following order of precedence shall govern: (1) the final, executed Contract or the most recent Amendment; (2) the source RFP bid documents (if Amendments and Addendums to the source RFP exist, the order of precedence shall be determined by the latest date being given the highest precedence and following in reverse order by date); (3) modifications or clarifications to the Contractor's Proposal (where existent, later dates shall provide order of precedence with later additions having higher precedence than earlier); and (4) the Contractor's original Proposal. Specific exceptions to this rule may be noted in the final executed Contract and any such specific exceptions shall be final arbiter in order of precedence inasmuch as they do not outright invalidate any material issues within the included documents.

Exhibit B
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
CROSSROADS SUPPORTIVE LIVING COMMUNITY

INDEMNIFICATION

CONTRACTOR Liability

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless LOCAL GOVERNMENTS, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this Agreement.

CONTRACTOR further agrees to defend LOCAL GOVERNMENTS and assume all costs, expenses and liabilities of any nature to which LOCAL GOVERNMENTS may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at LOCAL GOVERNMENT'S option), and hold harmless LOCAL GOVERNMENTS, 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 CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence of LOCAL GOVERNMENTS.

In determining the nature of the claim against LOCAL GOVERNMENTS, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against LOCAL GOVERNMENTS.

GENERAL REQUIREMENTS

LOCAL GOVERNMENTS require that CONTRACTOR procure and maintain the following insurance conforming to the minimum requirements specified below 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 CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by LOCAL GOVERNMENTS. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any

obligation of the LOCAL GOVERNMENTS to make any payment under this Agreement to provide LOCAL GOVERNMENTS with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

CONTRACTOR 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 is 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.

CONTRACTOR waives all rights against LOCAL GOVERNMENTS, its officials, officers, employees, volunteers and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability, or commercial umbrella liability insurance obtained by Tenant pursuant to this Agreement. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

If CONTRACTOR or Sub-contractor 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, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify LOCAL GOVERNMENTS in writing prior to the signing of any Agreement. LOCAL GOVERNMENTS reserve the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

CONTRACTOR 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 Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence and Four Million Dollars (\$4,000,000) 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 contractors, 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).

Coverage shall not be subject to any exclusions for injury or damage arising out of actual or alleged sexual, physical or emotional abuse or molestation by Contractors, including its staff, volunteers, subcontractors or other representatives.

Additional Insureds: LOCAL GOVERNMENTS, its officials, agents, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

CONTRACTOR shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to LOCAL GOVERNMENTS or any other Indemnites under this Agreement. Any insurance or self-insurance maintained by LOCAL GOVERNMENTS, its officers, agents, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: CONTRACTOR waives all rights against LOCAL GOVERNMENTS, its agents, officers, directors and employees and any other Indemnites 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. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against LOCAL GOVERNMENTS with respect to any loss paid under the policy.

LEGAL LIABILITY COVERAGE

ORGANIZATION shall purchase and maintain Legal Liability Coverage insuring damages that the ORGANIZATION may become legally obligated to pay resulting from damages to COUNTY property, including but not limited to buildings, kitchen equipment and other property used by or in the care, custody or control of the ORGANIZATION, with a limit of not less than \$1,000,000.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

CONTRACTOR shall procure and maintain, during the term of this Agreement, business automobile liability and, if necessary, commercial umbrella insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If CONTRACTOR does not have any owned or leased automobiles, LOCAL GOVERNMENTS may agree to accept Hired & Non-Owned Auto Liability Coverage included under the CONTRACTOR's Commercial General Liability.

If CONTRACTOR is an individual person that only uses their personal vehicle(s) in the performance of services under this Agreement, LOCAL GOVERNMENTS may accept evidence of personal automobile liability with limits of insurance acceptable to LOCAL GOVERNMENTS.

Waiver of Subrogation: CONTRACTOR waives all rights against LOCAL GOVERNMENTS, its agents, officers, directors and employees and any other Indemnites listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

CONTRACTOR shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the CONTRACTOR services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and annual aggregate.

Medical Professional Liability: CONTRACTOR shall maintain medical professional liability insurance applying to liability for a professional error, act or omission arising out of the scope of any medical professional services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and Three Million Dollars (\$3,000,000) annual aggregate.

CONTRACTOR shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a “claims made” or “claims made and reported” basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a “claims made” or “claims made and reported” basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the LOCAL GOVERNMENTS Risk Management Division prior to the start of work under this Agreement. LOCAL GOVERNMENTS reserve the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the LOCAL GOVERNMENT’S Risk Managers prior to the change taking effect.

POLICY CANCELLATION OR NON-RENEWAL

CONTRACTOR or its insurers shall provide at least thirty (30) days' prior written notice to LOCAL GOVERNMENTS prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to LOCAL GOVERNMENTS as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to LOCAL GOVERNMENTS, its officials, officers, agents, employees or volunteers.

2. CONTRACTOR'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to LOCAL GOVERNMENTS. and (ii) currently rated by A.M. Best as "A, X" or better. LOCAL GOVERNMENTS with the approval of the Risk Manager may accept coverage with carriers having lower A.M. Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, CONTRACTOR shall furnish LOCAL GOVERNMENTS with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by LOCAL GOVERNMENTS. *All certificates and endorsements are to be addressed to the specific LOCAL GOVERNMENTS contracting department and be received and approved by LOCAL GOVERNMENTS before work commences.* LOCAL GOVERNMENTS reserve the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Subcontractors under its coverage or shall contractually require all of its Subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Subcontractors provide separate coverage, they shall include LOCAL GOVERNMENTS as an additional insured under the applicable liability policies without requiring a written contract or Agreement between LOCAL GOVERNMENTS as the additional insured and Subcontractor. CONTRACTOR shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and LOCAL GOVERNMENTS as additional insureds. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of LOCAL GOVERNMENTS, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.

3. In addition to any other remedies LOCAL GOVERNMENTS may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, LOCAL GOVERNMENTS may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.
4. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of LOCAL GOVERNMENTS. Failure of LOCAL GOVERNMENTS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of LOCAL GOVERNMENTS to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

Exhibit C
**ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH
FEDERAL AND STATE FUNDING REQUIREMENTS**

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

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

- (A) Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:
- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - ii. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - iv. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or
 - v. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- (B) Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.
- (C) Equal Opportunity Employment. During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with **the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)**, in which the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement

Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (K) Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended
- (L) Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (M) Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.
- (N) Access and Retention of Records
 - i. The Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(O) Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that is Federal financial assistance will be used to fund all or a portion of the contract, the contractor will comply with all applicable Federal law, regulations, executive orders.

(P) Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(Q) Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(R) Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

(S) Drug-Free Workplace Requirements. Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide a drug-free workplace by:

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will:

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

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

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

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

- i. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- ii. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
- iii. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
- iv. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
- v. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
- vi. Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(W) Build America, Buy America Act. The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. the Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.

(X) Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.

(Y) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION

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

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

LOBBYING ASSURANCES

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

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

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

BUILD AMERICA, BUY AMERICA (BABA) ACT

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

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

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

Requirements:

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official