

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and Catholic Charities of Northern Nevada, a Domestic Nonprofit Corporation ("Contractor"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Contractor to provide food services at the Nevada Cares Campus (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 obtained a Sole Source waiver to procure these Services; 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, 2026, with the provision for four (4), one (1) year renewal options upon mutual assent of the Parties or until cancelled in accordance with Articles 10 and 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, 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. 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 Clauses.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, and/or Exhibit C, Federal 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 by monthly billings and associated progress reports in accordance with the Fee Schedule described in Exhibit A, which is attached hereto and incorporated by reference as part of the Agreement and shall not exceed the sum of \$400,000 (FOUR HUNDRED THOUSAND DOLLARS). 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 and the fee schedule described in Exhibit A. Subsequent renewal periods, if contract extensions are implemented, shall be increased by three and one-half percent (3.5%) year over year. 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; telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Contractor shall submit invoices and associated progress reports monthly.

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 for allowable costs as included in Exhibit A. 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 Articles 10 and 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The services to be performed by the CONTRACTOR shall commence on July 1, 2025 through June 30, 2026, with the option to renew for four (4), one-year periods thereafter. 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 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 with the monthly invoice 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 - 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 7 - 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 Services.

ARTICLE 8 – 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 9 – INSPECTION AND AUDIT

9.1 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.

9.2 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.

9.3 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 10 - TERMINATION OR EXTENSION OF CONTRACT

10.1 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 30

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.

10.2 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.

10.3 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.

10.4 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 7 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.

10.5 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; and

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 11 - 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 12 - 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 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:

Dana Searcy, Division Director
Housing and Homeless Services,
Washoe County Human Services Agency
dsearcy@washoecounty.gov
170 S. Virginia St. #201
Reno, NV 89501

Copy:

HSA-Contracts@washoecounty.gov

To Contractor:

Marie Baxter, Chief Executive Officer
Catholic Charities of Northern Nevada
500 East 4th Street
Reno, NV 89512
mbaxter@ccsnn.org

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

ARTICLE 13 - 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 14 - 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.

ARTICLE 15 - MISCELLANEOUS

15.1 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.

15.2 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.

15.3 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 16 - 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 Professional Services Agreement, Insurance Exhibit "B" and then any other agreement / exhibits.

ARTICLE 17 - 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 18 - 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 19 - 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 20 - THIRD- PARTY RIGHTS

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

ARTICLE 21 – 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 22 – 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 23 – 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 24 – INDEPENDENT LEGAL ADVICE

Each party hereto represents and warrants that the contents of this Agreement, and the meaning of its covenants, terms and conditions have been explained to them by legal counsel of independent selection and have entered into this Agreement voluntarily and with full knowledge of its legal significance.

ARTICLE 25 – SURVIVAL OF TERMS

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

ARTICLE 26 – BACKGROUND INVESTIGATION

If required by County, Contractor agrees to submit a full background investigation for its employee(s) who provide services as defined in Exhibit A prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and

fingerprinting. Any costs associated with the background investigation shall for its employee(s) who provide services as defined in Exhibit A be paid by Contractor. The discovery of an undisclosed criminal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

ARTICLE 27 – CONTRACTOR’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 _____
Marie Baxter
Chief Executive Officer

EXHIBIT A

SCOPE OF WORK FOR NEVADA CARES CAMPUS FOOD SERVICES

Program Background

Washoe County Nevada Cares Campus is a low barrier emergency shelter intended to provide individuals experiencing homelessness with basic services including congregate and individual sleeping accommodations, day use, restrooms, handwashing facilities, showers, trash disposal, property storage, pet accommodations, and meals.

The Nevada Cares Campus is not intended to be a permanent destination, but rather a safe location with basic services, case management and referrals to services with the ultimate goal of getting people transitions from homelessness to stable, independent housing. The goal for all Nevada Cares Campus participants is to move into stable, independent housing as soon as possible.

Nevada Cares Campus Purpose:

- Provide housing-focused emergency shelter and basic services such as restrooms, showers, and food and water to individuals who are experiencing homelessness.
- Provide a safe, centralized location for persons experiencing homelessness to receive temporary housing and appropriate services needed to expedite placement into permanent housing using the principles of Housing First, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Nevada Cares Campus goal is to meet participants “where they are at” while supporting housing focused goals. Program staff will not deny services to participants who use alcohol or drugs however, no alcohol or drugs (including synthetic “legal drugs” and medications for which individuals do not have a prescription) are allowed at the Nevada Cares Campus. All food services staff or volunteers onsite are expected to serve all participants.

Scope of Work

Washoe County (COUNTY) will administer funds to assist with the cost of managing basic food services at the Nevada Cares Campus (NCC), for adults experiencing homelessness. The funds shall be utilized to pay for food service staff including a Food Services Coordinator, to purchase food to supplement meals, and contract-related administrative fees. Contractor receives food donations from the community and will purchase food to supplement meals. All food prepared, stored, and served at NCC will be at the discretion of Contractor, based on available donations and purchases.

CONTRACTOR is charged with the responsibility of providing basic food services onsite at the Nevada Cares Campus.

Food Services Coordinator:

Catholic Charities of Northern Nevada (CONTRACTOR) shall hire and maintain 1.5 FTE staff members to manage the commercial kitchen at the Nevada Cares Campus (NCC). The staff shall be responsible for the following duties:

1. Ensure all operations in the commercial kitchen are conducted in a safe manner, in accordance with Northern Nevada Public Health guidelines.
2. Ensure cleanliness of the commercial kitchen, to include organization of the space, management of food and supplies stock, washing participant food trays, washing food preparation and serving dishes and utensils, sanitizing food dish steamer trays after each meal is served, and management of clean and dirty linens in the commercial kitchen.
3. Recruit and provide on-site training and coordination of volunteers who will assist in serving meals during the defined lunch and dinner meal periods. Recruitment will focus on providing 6-8 volunteers per defined lunch and dinner meal period. In the event of an emergency when volunteers cannot be secured, CONTRACTOR will notify County as soon as possible and contractor will work with County to ensure meal service is provided. CONTRACTOR will provide clear and visible identifiers for staff and volunteers.
 - a. CONTRACTOR will coordinate with individual designated agent volunteers and faith-based, corporate, and/or civic volunteer groups to recruit non-agent volunteers. CONTRACTOR does not accept responsibility for screening or tracking the individual members of any faith-based, corporate and/or civic non-agent volunteer groups. Faith-based, corporate and/or civic volunteer groups will identify, coordinate and supervise their non-agent volunteers and accept all associated liability and compliance with NCC policies and procedures.
4. Coordinate with County NCC operations team to ensure food services align with NCC policies and procedures, maintain adequate supplies and linens in the kitchen, report facility repairs, and provide regular reports of food services.

Food Services:

Catholic Charities of Northern Nevada (CONTRACTOR) will provide the following food services at the Nevada Cares Campus:

1. CONTRACTOR receives food donations from the community and prepares all meals in its commercial kitchen located at 500 E 4th Street. Prepared meals served at NCC will be at the discretion of CONTRACTOR, based on available donations and purchases. Menu will be entirely at the discretion of CONTRACTOR, but each meal will include a grain or starch, a fruit or vegetable, and a protein.
2. Beginning July 1, 2025, CONTRACTOR will provide cafeteria-style meals located in the Welcome Center at 100 Cares Drive, Reno, NV 89512. Hot and cold foods will be delivered between approximately 11 AM and 1 PM for lunch and between 4 PM and 6 PM for dinner, seven days per week, 365 days per year. Times for meals may vary when agreed upon by both parties. The quantity to be prepared will be determined based upon occupancy and will be communicated by mutually agreed upon designated contact with Washoe County to CONTRACTOR on an agreed upon schedule. Beverages may be provided if available. Just prior to the beginning of the lunch or dinner period, or during a break in serving lunch or dinner, clamshell-style meals, as needed, will be packaged in

the NCC kitchen by the CONTRACTOR staff or volunteers. The packaged meals will be picked up by contracted operator staff and delivered to the following locations by contracted operator staff:

- a. Resource Center: 600 Line Drive, Reno, NV 89512. To be picked up and delivered by Resource Center contracted operator.
3. Extra food may be packaged in clamshells to be stored in the refrigerator or freezer for later use when doing so aligns with Northern Nevada Public Health guidelines. Otherwise, extra food will be disposed of properly.
4. Contractor shall prepare and deliver sandwiches daily; the numbers to be mutually agreed upon by designated contact with the County and Contractor.
5. CONTRACTOR is not obligated to provide any additional food items beyond those in this scope of work, including, but not limited to food pantry items, snacks or beverages.

Contractor Responsibilities:

1. Provide food services coordinator services up to 8 hours per day, 365 days per year. Records of actual coordinator service hours worked must be reported monthly and submitted with monthly invoice.
2. Provide clear and visible identifiers for coordinator and volunteers.
3. Ensure coordinator and volunteers adhere to CONTRACTOR uniform standards.
4. Ensure coordinator and volunteers adhere to the Nevada Cares Campus security requirements. All staff and volunteers must enter the campus through the primary entrance, go through security, and then proceed to the assigned kitchen space. Staff and volunteers may only access the Welcome Center, using the above access procedures.
5. Certify that food services coordinator has received food service training at least 30 days from date of hire according to standards set forth by Northern Nevada Public Health. Coordinator will provide training to volunteers, at the time of service, following standards set forth by Northern Nevada Public Health.
6. Accurate and timely report of incidents when involving a food services staff or volunteer, as outlined in the Nevada Cares Campus Policy and Procedure documents.
7. Communication with designated Washoe County staff regarding emerging issues.
8. Participate in regularly scheduled operational meetings as requested in writing by Washoe County.
9. Identify and maintain a designated staff person who is the main point of contact for Washoe County for all matters related to the Nevada Cares Campus.
10. Purchase clamshells for packaging Cares Campus meals.

Administration/Record Keeping/Program Management

1. Perform all staff and volunteer eligibility determination and maintain appropriate documentation.
2. Maintain appropriate food service records and allow Washoe County Housing and Homeless Services staff access to such records as requested and as appropriate.
3. Maintain insurance policies as outlined in Attachment B.
4. Be available for consultation regarding the operation and progress of the food services provided at reasonable times with advance notice.

5. Provide advanced written notice of any service provision changes during the lifecycle of the contract.
6. Work in good faith to resolve any issues presented regarding the staffing and/or operations and maintenance of the facility. Any complaints or grievances brought forward by either party shall be discussed in person and all parties involved will work in good faith to resolve any issues first before following a formal grievance procedure.
7. Document that all employees working at the Nevada Cares Campus have passed the appropriate background checks per state and federal requirements. The County must receive documentation showing all background checks have been completed and the proposed staff have passed the appropriate background checks at least five working days prior to the employee working at the facility.
8. Adhere to and enforce the Washoe County Emergency Shelter Policy and Procedures as periodically updated and amended.
9. Comply with all applicable local, state (Nevada Revised Statutes and Nevada Administrative Code) and federal laws of any kind including but not limited to public health guidelines.
10. Maintain the confidentiality of all participants or any records pertaining to any individual as required by local, state and federal law.
11. Comply with the Equal Access Rule: In alignment with the Equal Access Rule, the Nevada Cares Campus CONTRACTOR will provide equal access to food services and accommodations in accordance with an individual's gender identity and all other provisions of the equal access rule when possible.
12. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.
13. Comply with all annual program monitoring as administered by Washoe County to include all services records and associated documentation.

Fiscal Responsibilities:

1. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted as required. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriately for its designated intended service. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after such analysis or audit has been performance and any findings have been resolved. In the event that the CONTRACTOR no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with Washoe County to be retained by the Washoe County AUTHORIZED REPRESENTATIVE and the CONTRACTOR.
2. CONTRACTOR must submit to Washoe County a monthly invoice by the 15th calendar day of each month for the previous month's services, which includes documentation of

services provided, number of meals (pan and type), number of volunteers, receipts for food and clamshells, and the total amount invoiced.

County Responsibilities:

1. Provide an on-site contact, available during each meal period, 365 days per year, who can assist with addressing issues that arise and assist with the coordination of on-site individuals who can serve meals in the event volunteers are not available or do not arrive for their scheduled shifts.
2. Provide access to the Nevada Cares Campus, including parking spaces for the CONTRACTOR food delivery van, food services coordinator, and volunteers.
3. Purchase and provide disposable utensils, food serving dishes, utensils and food trays.
4. Purchase and provide clamshells for meals served at the Resource Center only.
5. Purchase and provide linens, to include aprons, hairnets, and rags.
6. Purchase and provide general supplies such as gloves, commercial dishwashing soap, disinfectants, hand soap, and paper towels.
7. Purchase and provide professional cleaning services for mopping the commercial kitchen floor and cleaning the restroom.
8. Ensure the emergency shelter operator cleans the tables, chairs, floor, and surfaces in the dining area.
9. Provide operator staff to receive the delivery of the meals within the agreed upon time windows and distribute the meals in a timely fashion in accordance with public health guidelines.
10. Provide occupancy information and meal count numbers per the agreed upon schedule. Both parties will strive to limit food waste.
11. Be available for consultation regarding service delivery model of meal and work in good faith to resolve issues.
12. Provide advanced written notice of any service provision changes.
13. Comply with all local, state and federal laws including but not limited public health guidelines for the preparation, delivery and distribution of prepared food.

EXHIBIT B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR NONPROFIT AGENCY NEVADA CARES CAMPUS FOOD SERVICES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit CONTRACTORS contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$N/A per occurrence and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves 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 COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY 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. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

There shall be no subcontractors permitted to provide any paid services of any kind as part of this contract.

CONTRACTOR will coordinate with faith-based, corporate, and/or civic volunteer groups to recruit non-agent volunteers.

MISCELLANEOUS CONDITIONS

1. The CONTRACTOR agrees to defend and indemnify COUNTY from and against claims resulting from the acts, errors, and omissions of the performance of the duties described in this Agreement and Scope of Work by CONTRACTOR, or CONTRACTOR'S employees or designated agent volunteers directed or supervised by CONTRACTOR.
2. Non-agent volunteers supervised by the CONTRACTOR, as defined in Exhibit B, SUBCONTRACTORS will be subject to the rules and regulations documented in Exhibit D, the volunteer non-disclosure agreement and work at your own risk waiver form.
3. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations.
4. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
 - b. Terminate the Agreement.

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 CONTRACTOR 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:

- a. 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;
- b. 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;
- c. 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);
 - d. 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;
 - e. Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;
 - f. 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;
 - g. 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.

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

EXHIBIT D

CATHOLIC CHARITIES OF NORTHERN NEVADA LIABILITY WAIVER (ADULT) RELEASE OF LIABILITY

Activity: VOLUNTEER WORK AT WASHOE COUNTY CARES CAMPUS KITCHEN

In consideration for being permitted to volunteer by serving food prepared by Catholic Charities of Northern Nevada at the Washoe County Nevada Cares Campus ("Volunteer Activities"), I agree on behalf of myself, my heirs, successors, assigns and personal representatives, to release and waive any and all claims which I may have, or which may accrue to me, for personal injury or property loss or damage that may arise from such Volunteer Activities, and further agree to protect, defend, hold harmless and fully indemnify Catholic Charities of Northern Nevada and Washoe County, their officers, directors, employees, agents, subcontractors, sponsors, affiliate entities, volunteers and/or representatives ("Releasees") from any and all liabilities, claims, losses or damages arising from or related to my participation in the Volunteer Activities, *even if such claim arises from the negligence of the Releasees*, or the negligence of any other individual or organization, and I agree to compensate the Releasees for reasonable attorney's fees and expenses arising in connection herewith.

I understand and agree that to the extent that Chapter 41 of NRS and/or the Volunteer Protection Act do not legally require Catholic Charities or Washoe County to defend or indemnify me for my actions, that I am responsible for any such defense, damages or injuries including any defense of, or damages or injuries to, Catholic Charities, Washoe County or its employees which result from those actions which may include, but are not limited to, willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious flagrant indifference to the rights or safety of the individual harmed by the volunteer; and for harm caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the State requires the operator or owner of the vehicle, craft or vessel to possess an operator's license, or maintain insurance.

This Waiver and Release form is signed in order to participate in the Volunteer Activities for my own personal enjoyment and benefit, and is done so freely with full knowledge of the risks and dangers incident thereto. I hereby acknowledge that my medical coverage is primary coverage if I am injured while participating in the above activity.

I am in good physical condition adequate to perform the duties for which I have volunteered, and I agree to tell my supervisor of any significant change in my health which would affect my ability to perform the duties for which I have volunteered.

I warrant and represent that I am eighteen years of age or over, and upon request I will produce satisfactory proof of such fact. I further represent that, to my knowledge, I am in good health

and suffer no physical impairment that would or should prevent my participation in such Volunteer Activities.

I understand and agree that I am not an employee of Catholic Charities or Washoe County while acting within the scope of this Agreement. I understand and agree that volunteering is not a right, and that my volunteer services can be terminated at any time, for any reason, with or without notice.

I understand and agree that I am not to operate a personal vehicle, in the performance of my volunteer duties, unless specifically authorized in writing, by the Department Head. I further understand and agree that I am not to operate a vehicle owned by Washoe County, unless specifically authorized by the Board of County Commissioners, as outlined in section 5.389 of the Washoe County Code.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of Catholic Charities of Northern Nevada and Washoe County.

If any sentence or paragraph of this Waiver and Release of Liability is held invalid, the balance thereof shall continue in full legal force and effect.

Signature

Date

Print Name

VOLUNTEER AGREEMENT TO MAINTAIN CONFIDENTIALITY OF INFORMATION

Washoe County Housing and Homeless Services (WCHHS) considers maintaining the confidentiality and security of information at the Nevada Cares Campus a matter of high priority. The sensitive and private nature of the information to which volunteers at the Nevada Cares Campus may have access and/or exposure to necessitates that they thoroughly understand their responsibility with respect to these materials and/or occurrences. Any willful action that compromises the integrity of confidential discussions, information, files, documents or general work and interactions in the Nevada Cares Campus is cause for dismissal.

Except as required, volunteers must not:

1. Divulge or discuss private, confidential information relating to facility or participants
2. Divulge or discuss information witnessed through the course of volunteer duties with unauthorized staff or members of the public
3. Remove from the premises current or obsolete restricted or protected materials or allow these materials to be seen by unauthorized persons
4. Take any action with information exposed to in the course of volunteer duties which would inappropriately advantage, disadvantage or cause harm to any individual
5. Take any photos, video or sound recordings while on site

Washoe County Housing and Homeless Services must:

1. Take necessary steps to safeguard restricted and protected information, materials and interactions either in the volunteers' custody or witnessed through duties
2. Avoid actions which give the appearance of conflict of interest or that jeopardize the work which is being done

By signing this agreement, I agree to protect the security of information maintained by Washoe County. I understand that any willful action that compromises the security of information I have access to through the course of my assignment will be cause for my dismissal.

I have read, understand and have been provided a copy of this agreement and agree to accept by obligations with respect to the security of the information.

Volunteer Signature

Date