



Washoe County Notice of Award

Period of Performance	Project Name	Dollar Amount	WC Internal Order (IO) #	Award ID #
7/1/26 – 4/30/27	Operations, Planning, Training and Equipment SERC FY 2027 Grant	\$17,360.00	19182	27-OPTE-01
Purpose of Award: Grant aims to further capabilities to prevent, mitigate or respond to hazardous material incidents.				

Section A – Assurances, Terms, and Conditions

<u>Washoe County, Department of XXXX</u> UEI #: GPR1NY74XPQ5	Recipient Name: City of Reno (Reno Police Department) Fiscal Manager: Christina Rodriguez, Administrative Services Manager, rodriguezc@reno.gov , 775-334-3848 Program Manager: Jacob Kincaid, Lieutenant kincaidj@reno.gov , 775-622-7996																		
WC Office of the County Manager: Emergency Management Address: 5195 Spectrum Blvd Reno, Nevada 89512 Program Manager Francisco Ceballos, Emergency Management Program Coordinator, fceballos@washoecounty.gov , 775-224-4109	Recipient Address: 1 E 1ST ST LF 1ST Reno, Nevada 89501 UEI #: TH74SE96JVC7 Payee Vendor #: 104186 Tax ID #: 86-6000201																		
Period of Performance: Beginning Date: July 1, 2026 Ending Date: April 30, 2027																			
<u>Award Budget Summary</u> <table><tr><th>Budget Category</th><th></th></tr><tr><td>Personnel</td><td>\$0.00</td></tr><tr><td>Travel</td><td>\$0.00</td></tr><tr><td>Equipment</td><td>\$17,360.00</td></tr><tr><td>Supplies</td><td>\$0.00</td></tr><tr><td>Contractual</td><td>\$0.00</td></tr><tr><td>Other</td><td>\$0.00</td></tr><tr><td>Indirect</td><td>\$0.00</td></tr><tr><td><u>Grant Total</u></td><td><u>\$17,630.00</u></td></tr></table>	Budget Category		Personnel	\$0.00	Travel	\$0.00	Equipment	\$17,360.00	Supplies	\$0.00	Contractual	\$0.00	Other	\$0.00	Indirect	\$0.00	<u>Grant Total</u>	<u>\$17,630.00</u>	<u>State Pass Through Entity:</u> <u>State Emergency Response Commission</u> <u>FY 2027</u> <u>Disbursement of Funds as follows:</u> Payment will be made upon receipt and acceptance of reimbursement request, and any requested supporting documentation. A reimbursement request can only be made for actual expenditures specific to this award. Total reimbursement will not exceed \$17,630.00 during the award period. Carryover of funding from year to year is not permitted.
Budget Category																			
Personnel	\$0.00																		
Travel	\$0.00																		
Equipment	\$17,360.00																		
Supplies	\$0.00																		
Contractual	\$0.00																		
Other	\$0.00																		
Indirect	\$0.00																		
<u>Grant Total</u>	<u>\$17,630.00</u>																		

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

1. Recipient will collaborate with Washoe County to ensure that project activities and objectives are met.
2. Recipient may not use awarded funds for anything other than the awarded purpose. In the event recipient expenditures do not comply with this condition, the portion not in compliance must be returned to Washoe County.
3. Recipient shall submit reimbursement requests for expenditures only as approved in Section C – Budget Narrative. Any additional expenditures beyond the approved detail in the categorical budget amounts, without prior written approval by Washoe County, and/or by an award amendment, may result in denial of reimbursement.
4. Transferring funds between budgeted categories without written prior approval from Washoe County is prohibited under the terms of this award. Requests to revise approved budgeted amounts must be made in writing to Washoe County and provide sufficient narrative detail to determine justification.
5. Recipients are required to maintain **accounting records**, identifiable and trackable by the award number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than five years (unless otherwise stipulated) after the final financial report has been submitted.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual awards.
 - c. All records are subject to audit from local, state or federal personnel or designee.

Accounting records are defined as all records relating to the expenditure and reimbursement of funds associated with this award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to award activity.

6. Recipients are required to maintain **all project and programmatic records** including eligibility supporting documents, procurement supporting documentation, and progress/program reporting. These records must be maintained in accordance with accounting record requirements.
7. This award may be amended at any time when both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both parties. Neither party may assign the amendment(s) without the express written consent of the other party.
8. Nevada Revised Statutes (NRS) Chapter 239 declares certain records and documents to be public documents. Unless documents or records are confidential or privileged, recipient agrees that this award and any records related to the performance of the duties described in this award and which are required to be provided to Washoe County by agreement may be public documents and may be available for distribution. The recipient gives express permission to make copies of the award and related documents.
9. The recipient shall timely disclose, in writing to the Washoe County program contact of this award, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subgrant award. Failure to make required disclosures can result in award termination.
10. Any activities Recipient performs under this award will acknowledge the source of funds and that funding was provided through Washoe County.
11. When applicable, recipient agrees that any and all printed documents purchased or produced within the scope of this award will include the printed statement: “This publication (journal, article, etc.) was supported by Washoe County with **State Emergency Response Commission** state funds for the **FY 2027 Operations, Planning, Training, Exercise (OPTE)** grant # **27-SERC-16-01** and is solely the responsibility of the authors. It does not necessarily represent the official views of Washoe County or the **City of Reno.**”
12. No funding associated with this award will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, County, or local agency, legislature, commission, council or board;
 - b. any federal, state, County, or local legislator, commission member, council member, board

- c. member, or other elected official; or any officer or employee of any federal, state, County, or local agency, legislature, commission, council or board.
- 13. Recipients of this award must respond to all auditor inquiries. Washoe County is subject to inspection and audit by representatives of federal, state, and local audit agencies, or other appropriate entity required by law to audit the award to:
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.
- 14. Any audit of recipient expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of awarded funds. It is the policy of Washoe County (as well as federal requirement as specified in the required 2 CFR 200, **Subpart F**, all U.S. states, local governments, federally recognized Indian tribal governments, and non-profit organizations) that each grantee annually expending \$1,000,000 or more in federal assistance have an annual audit prepared by an independent auditor in accordance with the terms and requirements of **Subpart F**.
- 15. Under the terms and conditions of this award, the recipient and contractors will maintain an active Unique Entity Identifier (UEI) throughout the entire approved period of performance.
- 16. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549 (3 CFR Part 1986 Comp., p.189), Executive Order 12689 (3 CFR Part 1989 Comp., p. 235) and 2 CFR part 1400, Government-wide Debarment and Suspension. This provision shall be required of every recipient receiving any payment in whole or in part from federal funds. The use of federal funds will be referenced on page 1 of this award.
- 17. Recipient must comply with all other applicable federal requirements, including:
 - a. 2 CFR Part 25, Universal Entity Identifier and Central Contractor Registration
 - b. 2 CFR Part 175, Award Term for Trafficking in Persons
 - c. 2 CFR Part 1401, Requirements for Drug-free Workplace
 - d. 41 U.S.C. § 6306, Prohibition on members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any funds made to a corporation for the public's general benefit.
 - e. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: recipients are encouraged to adopt and enforce policies that ban text messaging while driving.
 - f. Pursuant to Executive Order 13043, 62 FR 19217, subrecipient agrees to adopt, and encourage its contractors to adopt and enforce, seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
 - g. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
 - h. Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

- i. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
- j. 41 U.S.C. § 4712 (a), Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This award, related awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related awards, and related contracts are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 (c).
- k. 2 CFR Part 200, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- l. Recipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- m. Recipient agrees to comply with the Equal Employment Opportunity clause and abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on basis of age; Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disabilities; and Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
- n. All recipient contractors will comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3144) (40 U.S.C. 3141-3148). When required by Federal program legislation, all contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Federally Financed or Assisted Construction).
- o. All recipient contractors will comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- p. Environmental Quality, the recipient and its contractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 7401-7671q., Section 508 of the Clean Air Act, Title 33 U.S.C. 1368, Executive Order 11738 and, Title 40 CFR part 15 as well as Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Washoe County program contact and the Regional Office of the Environmental Protection Agency (EPA).
- q. The recipient shall comply with the Procurement of Recovered Materials, 2 CFR 200.322. A non-Federal entity that is a state agency or agency of political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- r. Recipient agrees to comply with all applicable requirements in 2 CFR Part 200, Subparts A Through D; 2 CFR Part 200, Subpart E Cost Principles; 2 CFR Part 25; 2 CFR Part 183 and 184.
- s. Recipient agrees to the Rights to Inventions made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the recipient must comply with the requirements of 37 CFR Part 401, “Rights to

Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants,
Contracts and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.

18. Any recipient receiving funding from Washoe County shall enroll and enter demographic data (including social security number) into the County’s Homeless Management Information System (HMIS) if the majority of individuals receiving services operated by the funded program are experiencing homelessness).
19. Recipient shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award. Washoe County reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Recipients are responsible for notifying their program contact at Washoe County in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the recipient, the recipient employees, or the recipient’s grantees in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Failure to resolve conflicts of interest in a manner that satisfies Washoe County may result in termination of award.
20. Recipient represents that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any materials owned by third parties supplied or specified by it for deliverables under this award, and that the use of any such third-party intellectual property does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. The recipient will release Washoe County, its officers, agents and employees harmless from liability of any kind or nature, including the subrecipients use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or applicant, and any other intellectual property furnished or used in the performance of this agreement.
21. This award may be immediately terminated by Washoe County at any time during the performance period for the following reasons: 1) conduct that interferes with the administration of the grant; 2) illegal activity of any kind; 3) insolvency; 4) failure to disclose a conflict of interest; 5) influence by gratuity; 6) any other violations of the terms of the grant agreement; 7) performance below expectations without action to improve; and 8) substantiated fraud, abuse, or misappropriation of grant funds.
22. This award may be terminated by either party prior to the date set forth on the Notice of Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this award shall be terminated immediately if for any reason Washoe County, state, and/or federal funding ability to satisfy this award is withdrawn, limited or impaired.
23. No party shall be liable or responsible to the other Party nor be deemed to have defaulted under or breached the terms of this award for any failure or delay in fulfilling or performing any term of this award, when and to the extent such Party’s (the impacted Party) failure or delay was caused by or results from the following force majeure event(s):
 - a) Acts of God;
 - b) Flood, fire, earthquake or other potential disasters or catastrophes such as epidemics, explosion or pandemics (such as COVID-19);
 - c) War, invasion, hostilities (war declared or not), terrorist threats or acts, riot or other civil unrest;
 - d) Government order, law or action;
 - e) Embargos or blockades in effect during the performance period of award;
 - f) National or regional emergency;
 - g) Strikes, labor shortages or slowdowns or other industrial disturbances; and
 - h) Shortage of adequate power or transportation facilities, and other similar events beyond the reasonable control of the impacted Party.
24. The County requires all recipients to establish and maintain appropriate licensing and insurance requirements consistent with federal, state and local regulations for activities, personnel etc. This is intended as the recipient organization accepting these funds are responsible to pay for loss or liability related any and all actions resulting from the receipt of these funds.
25. The County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Any liability of both parties shall not be subject to punitive damages. Actual damages for County breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

26. All sections of this Agreement which by their nature should survive termination will survive termination, including without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, duties of indemnification and limitations of liability.
27. All recipients are required to comply with applicable local, state, and federal confidentiality and privacy rules. Recipients shall collect, maintain, and transmit personal information about services in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names or Social Security numbers on information submitted to the County (or other). Any recipient that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191. Such safeguards shall not restrict the County's access to protected health information which may be necessary to determine program compliance [45 CFR 164.512(d) (1) (iii)].

Special Terms and Conditions

By accepting these funds, the recipient agrees that the equipment purchased will serve as a shared asset for the region.

Section B – Scope of Work

Description of services, scope of work, deliverables, and reimbursement

1. Scope of Work

Program Description:

City of Reno (PD) to purchase two (2) Avon ST54 Enhanced Multi-Mission Tactical Operator SCBAs and two (2) 60-minute SCBA cylinders to enhance safety and improve the Reno Police Department CLEAR Team's ability to respond to hazardous materials incidents, including criminal and potential terrorism-related events. The SCBAs will integrate with the CLEAR Team's existing Avon gas masks and radio communication kits, providing a complete respiratory protection and communications system for high-risk operations.

Goal 1	Activity Descriptions	Metric to be Measured	Due Date
<i>Purchase equipment approved through LEPC for FY 2027 OPTE grant.</i>	Purchase two (2) Avon ST54 Enhanced Multi-Mission Tactical Operator SCBA's	Purchase Documents	4.30.26
	Purchase two (2) 60-minute SCBA cylinders	Purchase Documents	4.30.26

2. Recipient Required Deliverables and/or Outcomes

- a. **Purchase item before end of subaward.**
- b. **Provide full documentation of purchase(s):**
 - i. **3 quotes (can be informal) (if only one vendor available, justification for vendor)**
 - ii. **Proof of Purchase (email, purchase order, receipt etc.)**
 - iii. **Proof of payment (ACH proof, copy of check, accounting system report etc.)**
 - iv. **Delivery Proof/ Packing Slip**
 - v. **Location(s) of where items will be held/stored**
 - vi. **Additional item(s) maybe asked if additional support is needed**

3. Recipient Reporting Requirements

- a. The grant supports one-time equipment purchases. Progress reports can be simple email updates describing the current status. No formal reporting is required until your governing board approves the grant. Recipients agree to submit quarterly status emails on or before,
 - i. **October 31, 2026;**
 - ii. **January 31, 2026;** and
 - iii. **April 30, 2027.**
- b. Financial reimbursement requests do not need to be submitted quarterly as these are seen as one time purchases. A single reimbursement request may be submitted at the end of the project period or when grantee is ready to submit. Reimbursement will not be approved until all necessary documents are received.
- c. Recipients agree to submit the final program report and final reimbursement request no later than **May 30**, following the **April 30** end of the performance period.

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

4. Recipient Monitoring

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

- **Recipient agrees to participate in Local Emergency Planning Committee (LEPC) General Membership meetings. Held every third Thursday of even months (February, April, June, August, October, December) Considered out largest steak holder partner meeting. Allows grantee to collaborate with other recipients agencies and enhance awareness.**

5. Recipient Reimbursement

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

6. Recipient Match

If the award requires cash/in-kind match, all request for reimbursements must have supporting documentation that includes proof of match payment that is reasonable, allocable, and allowable under the terms of the award. Match must be separated and clearly labeled. A match 'dollar' (in-kind or cash) may not be used to provide match for more than one program.

Match provided by volunteer hours or equipment rental/usages must follow an established rate units/hours and the rates are determined by the local market. All equipment must be in good mechanical condition to be allowable. The volunteer per hour calculation is determined by the local market for the **specific volunteer activity** being provided.

Section C – Budget Narrative

A. Budget Break Down				
Equipment Description	Purpose and Need	Unit Cost	Qty	Total
ST54 Operator SCBA	Enhance Public Safety	\$ 6,305.00	2	\$ 12,610.00
PSI Cylinder	Enhance Public Safety	\$ 1,950.00	2	\$ 3,900.00
Freight	Freight	\$ 850.00	1	\$ 850.00
		\$ -	0	\$ -
Equipment Total:				\$ 17,360.00

1. Additional Conditions for Equipment and Travel

- a) Equipment purchased with these funds belongs to the federal, state, or the Washoe County divisional program from which this funding was appropriated. Recipient must receive disposal instructions from Washoe County prior to equipment transfer, disposal etc. All equipment purchased using funds from this award must comply with Recipient organization's written procurement policies or Washoe County's whichever is more strict. All equipment purchases must be maintained for their useful life for the purpose under the terms of this award.
- b) Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed in your organization's travel policy, or the Washoe County Travel Policy, whichever is more restrictive.

2. Additional Conditions for Reimbursement

The recipient agrees to request reimbursement according to the schedule specified in Section B.3 of this award. The reimbursement request must be for actual expenses incurred related to the Scope of Work identified in Section B and during the period of performance of this award.

- a) Requests for reimbursement, shall be accompanied by supporting documentation for the expense, including a line-item description of expenses incurred including details of recipient's non-cash match, and a line-item description of expenses incurred for each category as defined in Section C, Budget Narrative.
- b) The recipient agrees to provide additional expenditure details upon request from Washoe County.
- c) Reimbursement for any allocable costs conducted in a fiscal year, July 1st through June 30th, must be received by Washoe County no later than July 15th, following the fiscal year in which the expenditures occurred. Any reimbursement request received after this time period will be returned to the recipient and will not be reimbursed by Washoe County and all costs associated with the returned reimbursement will be absorbed by the recipient.
- d) All reports of expenditures and requests for reimbursements processed by Washoe County are SUBJECT TO AUDIT.
- e) The recipient agrees to have written financial management, procurement, travel, human resources, and inventory policies and a conflict of interest standard consistent (or more restrictive) with Washoe County's standards and policies.

Additionally, the recipient agrees to provide:

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

Section D – Insurance, Hold Harmless and Indemnification Requirements for Award

Indemnification

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

General Liability

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

General Requirements

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

Industrial

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

Workers Compensation

The (sub)recipient shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters 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.

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

Commercial General Liability Insurance (CGL)

The (sub)recipient shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. and Two Million Dollars (\$2,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 0 I 04 13 (or a substitute form providing coverage at least as broad)and shall cover liability arising from premises, operations, independent (sub)recipients, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Waiver of Subrogation

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

Award Signature Page:

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7/1/26 – 4/30/27	Operations, Planning, Training and Equipment SERC FY 2027 Grant	\$17,360.00	19182	27-OPTE-01
Purpose of Award: Grant aims to further capabilities to prevent, mitigate or respond to hazardous material incidents.				

By accepting this award, it is understood that:

1. Activities and Expenditures must comply with 2 CFR part 200; part 25; part 183 and 184 in addition to all other appropriate local, state, and federal regulations.
2. The recipient of these funds agrees to comply with **Washoe County's Grant Instructions and Requirements**.
3. Expenditure must be consistent with narrative, goals and objectives, and budget as approved and documented.
4. This award is subject to the availability of appropriate funds.
5. The recipient of these funds agrees to all assurances, terms and conditions in Sections A, B, C, and D.

This agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) constitute an original of this award, with an effective date as approved by the Washoe County Board of County Commissioners.

City of Reno Hilliary Schieve Mayor	(signature)	(Date)
City of Reno Corey Solferino Police Chief	(signature)	(Date)
Kate Thomas, Washoe County Manager (or designee)	(signature)	(Date)

By resolution #R26-63, approved by Washoe County, Board of County Commissioners (BCC):

BCC Member Name	TMP Reference	BCC Meeting Date
Chair, Clara Andriola	12056	08/25/26