

# Washoe County Affordable Housing Trust Fund Funding Agreement

This Agreement (“Agreement”) is entered on this 1<sup>st</sup> day of May, 2026, (“Effective Date”) by and between Washoe County, a political subdivision of the State of Nevada (“the County”) and Housing Authority of the City of Reno, a Nevada public body corporate and politic having its principal office at 1525 E. 9<sup>th</sup> Street, Reno NV 89512 (“Recipient”).

## Recitals

WHEREAS, the County established the Affordable Housing Trust Fund (AHTF) by approval of Ordinance No. 1632, as modified by Ordinance No. 1694;

WHEREAS, the purpose of the AHTF is to increase and improve the supply of housing projects affordable to low, very low and extremely low-income households in the County;

WHEREAS, the County is the administrator of the AHTF;

WHEREAS, the Community Foundation of Northern Nevada (“CFNN”) is the fiscal agent of the AHTF;

WHEREAS, Recipient will construct and operate a 15-unit housing project in Washoe County, Nevada, to be known as Hope Landing, located at 1247 Carville Drive, Reno NV 89512 (“the Project”);

WHEREAS, County obtained a sole source waiver to award AHTF funds to Recipient for the implementation of the Project;

WHEREAS, on DATE, the Washoe County Board of County Commissioner’s approved funding for the Project in the amount of \$1,400,000 (“AHTF Funds”).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the County and Recipient do agree, for themselves and for the respective successors and assigns, as follows:

### 1. Funding

- a. The County will provide Recipient with a grant in the amount of \$1,400,000 from the AHTF, to be distributed by CFNN contingent to and in accordance with this Funding Agreement. The County has determined that the Project, consistent with Washoe County Ordinance 45.495, will increase and improve the supply of housing projects affordable to low, very low, and extremely low-income households.
- b. Recipient agrees that any Project costs, unless otherwise specified in this agreement, exceeding the \$1,400,000 in AHTF Funds provided by the County, will be the responsibility of Recipient.

- c. Recipient agrees to the following funding timeline:
  - i. All expenses to be funded by AHTF Funds must be incurred within the project term of May 1, 2026 through October 31, 2026
  - ii. All invoices for AHTF expenses must be submitted by Recipient to CFNN no later than November 5, 2026
  - iii. CFNN will issue final payment to recipient no later than November 15, 2026
  - iv. Final closeout for AHTF funding will occur December 31, 2026
- d. Recipient discloses the Estimated Development Costs, attached as Exhibit B. Recipient agrees to promptly notify the County of any material changes to the Project Budget, including but not limited to increases in Project costs, the receipt or availability of additional sources of funds not previously disclosed, and material changes in projections of revenue or operating expenses.
- e. AHTF Funds may only be used for approved new construction, rehabilitation, conversion, site improvements, real property acquisition, demolition, related soft costs, operating and maintenance costs, on-site supportive social services, and administrative costs. Recipient understands AHTF Funds may not be used for any purpose except those specifically set forth in this section, as described in more detail in the Scope of Work, attached as Exhibit A, which is fully incorporated herein.
- f. Recipient will not use any portion of the AHTF Funds for any cost or expense not expressly authorized by this Agreement. If the County determines any AHTF Funds have been expended on ineligible costs, Recipient will be required to repay the County the amount of the misused Funds, along with fees, interest, or other fines.
- g. Recipient may delegate or assign any of its rights, interests, or duties under this Agreement to a new corporation for public benefit, as defined in NRS 82.021, which will be wholly controlled by Recipient. Recipient shall notify Washoe County of delegation or assignment of any of its rights, interests, or duties under this Agreement no less than 30 days prior to Project completion.
- h. Recipient may not delegate or assign any of its rights, interests, or duties under this Agreement to a new corporation for public benefit, as defined in NRS 82.021, which will not be wholly controlled by Recipient without the prior written consent of the County. However, Washoe County will not unreasonably withhold consent for the Recipient to assign its rights, interests, or duties under this agreement.
- i. Prior to the initial distribution of funds, Recipient must provide the County with final plans and specifications for the Project for County approval.
- j. The Project should be completed by approximately June 1, 2027.

## 2. The Project

- a. The Project, as described in Exhibit A and fully incorporated herein, will provide 15 dwelling units affordable to individuals or families who are at or below 30% of the Area Median Income for Washoe County and one unit for on-site staff.
- b. The Project will make placement for fifteen (15) units from the Community Queue taking into consideration income level and eligibility for the project.
- c. Tenant selection criteria for AHTF Units must be submitted to, and approved by, the County in writing. Housing is offered without preconditions or service participation requirements, and provides for leniency, acknowledging that the chronically homeless population generally experiences difficulties with credit and background checks.
- d. Any on-site supportive services must be offered to tenants as voluntary services unless otherwise required for voucher programs. Tenants may not, as a condition of their lease or continued occupancy, be required to accept, participate in, or comply with the requirements of any supportive services program unless otherwise directed by other program funding. In the event of program funding that mandates specific program participation, such requirement can only be applied to the specific units that program funds such as in the case of any project-based vouchers.
- e. Recipient is solely responsible for the construction, operation, and services provided by the Project. The County will have no relationship whatsoever with the construction, operation, or services provided by the Project, except the provision of financial support, monitoring, and the receipt of reports provided for in this Agreement.
- f. Recipient agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Recipient further agrees Recipient will be the sole entity undertaking the eligible activities under this Agreement.
- g. Recipient agrees to keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.
- h. Recipient understands and agrees to utilize Washoe County's Homeless Management Information System (HMIS) to collect designated client-level information relating to tenants at the Project, and Recipient understands that they will be responsible for entering all client level data into HMIS as prescribed by Washoe County and in accordance with all Washoe County Continuum of Care Data Standards and Policies. Recipient also understands that it will be responsible for purchasing and maintaining, from its own funding, all appropriate HMIS licenses required to meet the requirements of this Agreement.
- i. The County may physically inspect the premises of the Project at any time during normal business hours. The County may review all documents and records relevant to this Agreement for AHTF Units by giving 48 hours advance notice. Documents and records include, but are not limited to, all checks, payrolls, time records, invoices,

contracts, vouchers, orders and other accounting documents related to this Agreement and the AHTF Units.

- j. Recipient will protect, defend, indemnify, and save and hold harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence, or intentional act of Recipient or its agents relating to this Agreement or the Project.
- k. During construction and throughout the term of this Agreement, Recipient will maintain insurance, including property insurance which will be no less than replacement value for the Project. In the event of loss, Recipient shall give prompt notice to the insurance carrier and the County.
- l. Recipient must develop, operate, and maintain the Project in accordance with all applicable federal, state, and local laws, including but not limited to:
  - i. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
  - ii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
  - iii. The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting owners (or their agents) from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity;
  - iv. The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
  - v. The requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p.

198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise). Recipient must make efforts to encourage the use of minority and women's business enterprises in connection with AHTF Funded activities. Recipient will cooperate with the County in its minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in the procurement of property and services including, without limitation, real estate firms, construction firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services; and

- vi. The requirements of section 282 of the HOME Investment Partnerships Act at Title II of the Cranston-Gonzales National Affordable Housing Act, as amended. Recipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Recipient, shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, national origin, religion, or sex.
- m. Recipient is responsible for meeting planning and zoning requirements and gaining Project approval by the proper municipal, county, and state entities and related governing bodies. Recipient is responsible for completing the construction permitting process and for meeting all applicable federal and county environmental regulations or standards.

### **3. Term of Affordability**

- a. The Project will be maintained as a low-income housing project for not less than 30 years beginning on the date which the Project is available for occupancy, ("the Affordability Period"). Carville Court LLC, a single-member limited liability company wholly owned and controlled by the Housing Authority of the City of Reno, owns the land on which this Project is being built and a Declaration of Restrictive Covenants will be filed. As used in this paragraph, low-income housing project means a housing complex that provides housing to tenants at or below 30% of the Area Median Income for Washoe County.
- b. Grantee agrees that if, at any point during the Affordability Period, the Project ceases to comply with this Agreement, Grantee shall repay the total amount of AHTF Funds received pursuant to this Agreement after notice and cure as provided herein.
- c. Over-Income Tenants. A Tenant that qualifies as an Extremely Low-Income Household or a Very Low-Income Household, as applicable shall continue to qualify even if the Tenant's income increases, provided that the next available unit is leased to an Extremely Low-Income Household or Very Low-Income Household, as applicable. In addition, Grantor can lease a vacant Unit designated to be occupied by an Extremely Low-Income Household to a Very Low-Income Household if:

- i. Grantor has made commercially reasonable efforts to lease the Unit to an Extremely Low-Income Household; and
  - ii. Grantor has notified the County in writing of the vacancy; and
  - iii. The County has not provided the Grantor with a qualified Extremely Low-Income Household to occupy the vacant Unit within sixty (60) days of receiving the notice from Grantor.
- d. Tenant Protections; Housing Quality Standards. During the Period of Affordability, Grantee agrees to comply with applicable Tenant protections and housing quality standards for any additional federal housing programs that the Project is subject to.
- e. To ensure compliance with the Affordability Period, Recipient must file annual reports, with the first interim report due December 31, 2026, and subsequent reports due annually thereafter for the duration of the Affordability Period, via electronic mail to the designee in this Agreement, containing the following:
- i. Total number of units in the Project, broken down by number of separate bedrooms in each unit
  - ii. Number of months each unit was occupied
  - iii. Rent charged for each unit, separately identified by month
  - iv. Average length of tenancy at the Project
  - v. Number of evictions at the Project
  - vi. Number of renewed leases at the Project
- f. Additionally, quarterly reports must be submitted to the County, pulled directly from HMIS, via electronic mail to the designee in this Agreement by the 15<sup>th</sup> day of the month following each calendar quarter, including the following for units funded with AHTF funds:
- 1. Description of supportive services provided
  - 2. Number of staff including job title, rate of pay, and hours worked
  - 3. Number and description of households served with each described supportive service, including
    - a. Household size
    - b. Number of adults and minors in assisted household
    - c. Number of assisted households with one or more members identified as chronically homeless
    - d. Number of households served with one or more members identified as a veteran
    - e. Number of households served with one or more members identified as a transition-age youth (18-24 years of age)
    - f. Racial demographics for assisted household
    - g. Ethnic demographics for assisted household
    - h. Gender of head of household
    - i. Household Income
    - j. Length of tenancy at funded project for assisted household



harmless clauses are intended to ensure that contractors are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit C, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement. 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.

- b. Nothing in this Agreement shall be construed as a waiver of any rights, immunities, or limitations of liability of the Housing Authority of the City of Reno under Nevada Revised Statutes Chapter 41, including but not limited to NRS 41.0305 to 41.039. Any liability of the Authority shall not exceed the limitations set forth in NRS 41.035.

## 7. Miscellaneous Terms

- a. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, by electronic mail, or hand delivered to the party to be notified as follows:

To the County: Washoe County  
Housing and Homeless Services  
Human Services Agency  
350 S. Center Street  
Reno, Nevada 89502  
Email: HSA-Contracts@washoecounty.gov

To Recipient: Housing Authority of the City of Reno  
1525 E. 9<sup>th</sup> Street  
Reno, NV 89512

- b. Notice will be deemed to have been given and received for all purposes under this agreement three business days after notice is deposited in any official depository or receptacle of the United States Postal Service; on the date of transmission of a notice delivered by electronic mail, except that a notice delivered after 4 p.m. on a business day or at any time on a non-business day will be deemed to have been given and received the following business day; and on the date notice was actually delivered in writing by personal delivery, except that a notice personally delivered after 4 p.m. on a business day or at any time on a non-business day will be deemed to have been given and received the following business day.
- c. This Agreement constitute the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.
- d. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.

- e. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions shall not in any way be affected or impaired.
- f. In connection with any litigation arising under this Agreement or any related agreement contemplated or incorporated herein, the prevailing party or parties in such litigation should be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing Party.
- g. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury with respect to any legal action arising out of or relating to this Agreement or the transactions contemplated by this Agreement.
- h. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- i. Each Party represents and warrants to the other Party that:
  - 1. It has the full right, power, and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
  - 2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been duly authorized by all methods or corporate action of the Parties; and
  - 3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed and intend to be legally bound.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 2026

Washoe County:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 2026

Housing Authority of the City of Reno

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A SCOPE OF WORK**

### **Project Summary**

The Housing Authority of the City of Reno (RHA) respectfully requests funding support from Washoe County for Hope Landing, a permanent supportive housing (PSH) development designed to serve individuals exiting homelessness in Washoe County.

Hope Landing will provide 15 one-bedroom permanent supportive housing units for individuals experiencing homelessness, each paired with project-based rental assistance and on-site supportive services. All units will be supported by project-based vouchers, ensuring long-term affordability for households earning at or below 30% of Area Median Income (AMI).

Residents will be referred through the Northern Nevada Continuum of Care (CoC) Community Queue, ensuring that housing resources are prioritized for those with the greatest need – especially those experiencing homelessness. RHA has partnered with Volunteers of America Northern California and Northern Nevada (VOA) to provide on-site supportive services, including a full-time case manager and 24/7 staffing. This service model is designed to promote housing stability, improve health outcomes, and support long-term self-sufficiency for individuals transitioning out of homelessness.

### **Statement of Need**

Washoe County continues to face a severe shortage of housing affordable to extremely low-income households, particularly for individuals experiencing homelessness who require both stable housing and supportive services to remain housed.

Permanent supportive housing is one of the most effective strategies for addressing chronic homelessness and helping vulnerable individuals achieve long-term housing stability. However, the supply of permanent supportive housing units in Washoe County remains far below the demonstrated need. Without access to affordable housing and supportive services, many individuals exiting homelessness remain vulnerable to repeated episodes of homelessness, increased use of emergency services, and institutional care.

Hope Landing directly addresses this critical need by creating 15 extremely affordable permanent supportive housing units dedicated to individuals exiting homelessness. Individuals who live at Hope Landing will pay no more than 30% of their monthly income on housing. If an individual does not have income, they will not be required to pay rent. RHA is able to manage this through project-based vouchers (PBVs) that have been allocated to each unit at the project. PBVs allow rental assistance to remain tied to the unit, ensuring that residents can access deeply affordable housing regardless of income fluctuations and without facing the burden of unaffordable rent. This subsidy allows RHA to house households without income but still receive the rental subsidy for the property in order to maintain operational costs.

The project aligns with Washoe County's goals of reducing homelessness, expanding access to affordable housing, and improving outcomes for vulnerable residents by increasing the inventory of permanent supportive housing in the region.

## **Project Description**

Hope Landing is a new construction permanent supportive housing development located in Reno, Nevada. The project will consist of 15 one-bedroom apartments, each designed to provide safe, dignified, and stable housing for individuals exiting homelessness.

Each apartment will include:

- A private bathroom
- A full kitchen with refrigerator and range
- Modern, durable finishes
- Individual living space designed for long-term occupancy

In addition to private units, Hope Landing will include:

- Shared laundry facilities
- Indoor and outdoor common gathering spaces
- Dedicated office space for supportive service staff, and visiting community members

The design team is integrating trauma-informed design principles, creating an environment that promotes both privacy and community connection. This design approach recognizes the unique needs of residents with histories of homelessness and trauma by fostering safety, dignity, and stability.

All units will be paired with project-based vouchers, ensuring residents have access to deeply affordable permanent housing while receiving the supportive services necessary to remain housed.

## **Supportive Services Plan**

Supportive services at Hope Landing will be delivered in partnership with Volunteers of America Northern California and Northern Nevada (VOA), an experienced provider of housing stabilization services.

Services will include:

- Full-time on-site case management
- 24/7 on-site support staffing
- Individualized case management and case planning
- Connections to physical and behavioral healthcare
- Life skills coaching
- Assistance accessing public benefits
- Employment support

Residents will be referred through the Northern Nevada CoC Community Queue, a system in place to house those experiencing homelessness in order of need and time on the waitlist. This ensures the units serve individuals with the highest levels of vulnerability and need.

RHA has secured five years of funding for supportive services through the Nevada Housing Division's (NHD) Supportive Housing Development Fund (SHDF), and additional supportive

services funding through the Washoe County HOME Consortium's HOME-ARP funding. To utilize these funds RHA has partnered with VOA to provide on-site supportive services, including a full-time case manager and 24/7 support staffing. RHA currently has a memorandum of understanding (MOU) with VOA for services at Hope Landing and will enter into a formal agreement prior to services beginning.

The service model is grounded in evidence-based practices tailored to individuals exiting homelessness, with the goal of promoting housing retention, improving resident well-being, and reducing returns to homelessness.

RHA will serve as the property manager for Hope Landing, providing experienced oversight while maintaining a housing-first, low-barrier approach that prioritizes resident stability and access. Property management practices will be designed to minimize barriers to entry and continued tenancy, with flexible policies, trauma-informed staff, and a focus on engagement rather than punitive measures. RHA will work closely with supportive services partners to address resident needs, promote housing retention, and foster a safe, welcoming environment where individuals exiting homelessness can successfully transition into permanent housing.

### **Project Readiness**

Hope Landing is well positioned to move forward immediately upon receipt of funding. The project design has been finalized, and the development team has completed significant pre-development activities to ensure construction readiness. RHA owns the project site, and the existing vacant structures on the property are slated for demolition to prepare for new construction. In addition, RHA has completed the reversion to acreage for the site, removing a key development barrier and advancing the project toward construction.

RHA has assembled an experienced team of development, design, and service partners and has already advanced the project through key planning and design milestones. RHA has contracted with H&K Architects to complete the design of the site. Architectural planning has incorporated the project's permanent supportive housing model, including trauma-informed design elements, dedicated service space, and amenities that support long-term housing stability.

RHA contracted CORE Construction to provide pre-construction services for the project after a competitive procurement process and anticipates presenting a construction contract with a guaranteed maximum price (GMP) to the RHA Board for approval on April 28, 2026. In addition to design readiness, the project has secured critical operating supports through project-based vouchers, and RHA has established a service partnership with Volunteers of America Northern California and Northern Nevada to ensure that residents receive comprehensive on-site supportive services upon occupancy.

This high level of readiness ensures that Washoe County funding can be deployed efficiently to create new permanent supportive housing units in the near term, helping address urgent housing needs in the community.

## **Project Timeline**

<b>Estimated Date</b>	<b>Milestone</b>
May 2026	Start construction
March 2027	Begin preleasing activities and hire supportive services staff
May 2027	Construction completion
August 2027	Project reaches 100% occupancy

## **Site Location**

The project site is located at 1247 Carville Drive, Reno, NV 89512 and totals 16,499 square feet (.038 acres). The site is strategically located in an area that provides residents with convenient access to essential community resources and services that support housing stability and quality of life.

The property is located within one-half mile of three public bus routes, providing residents with reliable transportation access to employment opportunities, medical appointments, social services, and community amenities. In addition, the site is within close proximity to public parks, grocery stores, and a community health center, allowing residents easy access to healthy food, recreation, and healthcare services.

This accessible location supports the goals of permanent supportive housing by placing residents near the transportation and services necessary to promote independence, improve health outcomes, and strengthen long-term housing stability.

## **Organizational Capacity**

The Housing Authority of the City of Reno has extensive experience in the development, financing, and operation of affordable and supportive housing throughout Washoe County.

RHA provides affordable housing to around 9,000 community members through:

- 500+ public housing units
- 700+ affordable housing units
- 2,500+ housing vouchers

RHA has successfully developed and preserved affordable housing using layered funding sources such as:

- Low-Income Housing Tax Credits (LIHTC)
- National Housing Trust Funds (NHTF)
- HOME and HOME-ARP funds
- Community Development Block Grant (CDBG)
- State and federal housing grants

RHA has successfully delivered a broad range of affordable housing developments serving seniors, veterans, families, and individuals with disabilities. Recent completed and pipeline developments include:

- Willie J. Wynn Apartments (2019) – a 44-unit rental housing community serving seniors and persons with disabilities
- Dick Scott Manor (2024) – a 12-unit supportive housing development serving veterans
- Railyard Flats (2024) – a 15-unit affordable rental housing development serving families
- Silver Sage Court Rehabilitation (2025) – a 16-unit rehabilitation project serving seniors and persons with disabilities
- John McGraw Court Rehabilitation (2025) – a 34-unit rehabilitation project serving families
- Stead Manor Rehabilitation (2026) – a 68-unit rehabilitation project serving families
- The Village at Hawk View (2027) – a 199-unit new construction affordable housing development serving families
- Silverada Manor Rehabilitation (2027) – a 150-unit rehabilitation project serving families

These developments demonstrate RHA’s ability to successfully manage projects of varying sizes and complexity, including new construction, acquisition/rehabilitation, permanent supportive housing, and large-scale preservation efforts.

To support its growing development pipeline, RHA has established affiliated ownership entities and strong partnerships with local architects, service providers, and public funders. This capacity ensures that Hope Landing will be successfully completed and sustainably operated as a mission-driven housing resource for the community.

### **Funding Impact**

RHA is requesting \$1.4 million in funding from Washoe County to support the development of Hope Landing and expand the supply of permanent supportive housing in the region.

This investment will:

- Create 15 permanent supportive housing units
- Provide stable housing for individuals exiting homelessness
- Ensure long-term affordability for households at or below 30% AMI
- Improve housing stability and health outcomes for vulnerable residents

With Washoe County’s support, Hope Landing will provide purpose-built supportive housing to advance homeless services regionally. Hope Landing will enhance the community’s efforts to reduce homelessness with integrated community support to provide innovative housing solutions.

### **Conclusion**

Hope Landing represents a strategic investment in Washoe County’s response to homelessness. By combining affordable housing with intensive on-site supportive services, the project will provide vulnerable residents with the stability and support needed to successfully transition out of homelessness and achieve self-sufficiency.

RHA has the experience, partnerships, and readiness to deliver this project successfully. With Washoe County's support, Hope Landing will create 15 units of permanent supportive housing that provide lasting benefit to residents and the broader community.

**Exhibit B**  
**ESTIMATED DEVELOPMENT COSTS**

<b>Item</b>	<b>Cost</b>
<b>Site Improvements</b>	
Demolition	\$130,426.00
On-Site Imp.	\$141,896.00
Off-Site Imp.	\$711,065.00
General Conditions	\$314,397.00
<b>Construction</b>	
New Construction	\$4,125,208.00
Overhead	\$104,799.00
Profit	\$314,397.00
Tap & Impact Fees	\$168,522.00
Permits	\$40,000.00
Builder Risk Insurance	\$65,709.00
GC Contingency	\$179,207.00
P&P Bond	\$45,821.00
<b>Professional Fees</b>	
Survey	\$69,375.00
Architect & Engineer	\$500,000.00
Real Estate Attorney	\$10,000.00
Developer Fee	\$750,000.00
Environmental	\$50,000.00
<b>Construction Finance</b>	
Appraisal	\$5,000.00
Title and Recording	\$5,000.00
<b>Soft Costs</b>	
Security	\$30,000.00
Marketing Expense	\$3,000.00
Relocation	\$10,000.00
<b>Reserves</b>	
Operating Reserve	\$40,000.00
<b>Total</b>	<b>\$7,813,822.00</b>

**Exhibit C**  
**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS**  
**FOR RECIPIENT**

**INDEMNIFICATION**

RECIPIENT Liability

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

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

General Liability

As respects all acts or omissions which do not arise directly out of the performance of RECIPIENT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, 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 RECIPIENT (or SUB-RECIPIENT, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence of COUNTY.

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

**GENERAL REQUIREMENTS**

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

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for RECIPIENT or any SUB-RECIPIENT by COUNTY. 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 616B.627 and NRS 617.210.

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.

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

If RECIPIENT or 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 RECIPIENTS and completes an Affirmation of Compliance pursuant to NRS 616B627.

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

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

Additional Insureds: COUNTY, its officials, agents, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. RECIPIENT shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this

Agreement. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of RECIPIENT'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: RECIPIENT waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this 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. RECIPIENT's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

### **CRIME INSURANCE**

RECIPIENT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$100,000 per occurrence. Coverage shall be endorsed to include coverage for loss of Client's money, securities and other property.

### **PROPERTY INSURANCE**

RECIPIENT shall provide Builders Risk Insurance on an "All Risk" basis on a policy form satisfactory to COUNTY. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by COUNTY. RECIPIENT shall provide boiler and machinery insurance coverage or other forms of property insurance as appropriate for the project. If the project is in a flood plain, COUNTY reserves the right to require flood coverage at RECIPIENT'S expense. Losses paid under any property insurance policy or policies shall be paid directly to COUNTY by the insurer(s).

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. 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.

### **POLICY CANCELLATION OR NON-RENEWAL**

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

## **OTHER INSURANCE PROVISIONS**

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

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officials, officers, agents, employees or volunteers.
2. RECIPIENT'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **ACCEPTABILITY OF INSURERS**

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

## **VERIFICATION OF COVERAGE**

Within 30 days of the execution of this agreement, and thereafter upon renewal or replacement of each required coverage, RECIPIENT 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. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SUB-RECIPIENTS**

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

## **MISCELLANEOUS CONDITIONS**

1. RECIPIENT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by RECIPIENT, any SUB-RECIPIENT, or anyone employed, directed or supervised by RECIPIENT.

2. Nothing herein contained shall be construed as limiting in any way the extent to which RECIPIENT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any SUB-RECIPIENTS under it.
3. In addition to any other remedies COUNTY may have if RECIPIENT 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 RECIPIENT to stop work under this Agreement and/or withhold any payments which become due RECIPIENT here under until RECIPIENT demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.
4. Any waiver of RECIPIENT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of RECIPIENT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- ii. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
- iii. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at [ndot@dbesystem.com](mailto: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.).

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Signature of Contractor's Authorized Official

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Date

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Name and Title of Contractor's Authorized Official