



Washoe County
Office of the County Manager
Grants Management
1001 E. 9th Street, Reno NV 89512

NOTICE OF SUBAWARD

Program Name: Washoe Housing Assistance for COVID Relief	Subrecipient Name: Housing Authority of the City of Reno																
Address: 1001 E. 9 th Street, Reno NV 89520-0027	Address: 1525 E. 9 th Street, Reno, NV 89512																
Performance Period: February 23, 2021 – December 31, 2021	Subrecipient's DUNs Number: 80435965																
Purpose of Award: Provide financial assistance for rent, rent arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease.																	
Amount of Award: \$6,380,855	CFDA#: 20.023																
Approved Budget Categories: <table border="0"> <tr><td>1. Personnel</td><td>\$ 388,245</td></tr> <tr><td>2. Travel</td><td>\$ _____</td></tr> <tr><td>3. Supplies</td><td>\$ 13,838</td></tr> <tr><td>4. Equipment</td><td>\$ _____</td></tr> <tr><td>5. Contractual</td><td>\$ _____</td></tr> <tr><td>6. Other</td><td>\$5,978,772</td></tr> <tr><td>7. Indirect %</td><td>\$ 0</td></tr> <tr><td>TOTAL</td><td>\$6,380,855</td></tr> </table>	1. Personnel	\$ 388,245	2. Travel	\$ _____	3. Supplies	\$ 13,838	4. Equipment	\$ _____	5. Contractual	\$ _____	6. Other	\$5,978,772	7. Indirect %	\$ 0	TOTAL	\$6,380,855	Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed \$6,380,855 Match/Cost Share: \$0
1. Personnel	\$ 388,245																
2. Travel	\$ _____																
3. Supplies	\$ 13,838																
4. Equipment	\$ _____																
5. Contractual	\$ _____																
6. Other	\$5,978,772																
7. Indirect %	\$ 0																
TOTAL	\$6,380,855																
No indirect allowed with ERA funds																	
Amount of Federal Funds obligated this Action	\$6,380,855																
Total Amount of Federal Funds obligated to Subrecipient	\$6,380,855																
Source of Funds: U.S Department of the Treasury – Emergency Rental Assistance																	
This Award is not for Research & Development	Subaward #: ERA - 001																
Federal Awarding Agency: U.S. Treasury Department	Granting Entity (Pass through): Washoe County																
Pass Through Entity: NA	Subrecipient: Housing Authority of the City of Reno																
Washoe County Contact: Gabrielle Enfield 775-233-3957, genfield@washoecounty.us	Subrecipient Contact for Fiscal: Amy Jones 775-329-3630, ajones@renoha.org																
Terms and Conditions: <ol style="list-style-type: none"> Expenditures must comply with appropriate state and/or federal regulations, This award is subject to the availability of appropriate funds; and The recipient of these funds must agree to stipulate to the incorporated documents. 																	
Incorporated Documents: <ol style="list-style-type: none"> Notice of Subaward Washoe County Grant Agreement Exhibit A- Scope of Work Exhibit B - Project Budget Exhibit C - Insurance, Hold Harmless and Indemnification Requirements for Housing Authority of Reno 																	

WASHOE COUNTY SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT is made effective February 23, 2021, by and between Washoe County, a political subdivision of the State of Nevada (COUNTY), and the Housing Authority of the City of Reno (RHA) having a business address located at 1525 East 9th Street, Reno, Nevada 89512 (SUBGRANTEE).

WITNESSETH:

WHEREAS, nine months after it passed the trillion-dollar Coronavirus Aid, Relief, and Economic Security (CARES) Act, Congress has agreed on a second \$900 billion COVID-19 relief package, through The Consolidated Appropriations Act of 2021. A key provision of the package is a temporary extension of the CDC eviction moratorium until January 31, 2021, and a new emergency rental assistance program that will provide \$25 billion to help families and individuals impacted economically by COVID-19 to pay their rent and utility bills; and

WHEREAS, the Consolidated Appropriations Act Title V – Banking Subtitle A - Emergency Rental Assistance, Section 501 Emergency Rental Assistance allows for the transfer of funds from COUNTY to other governmental entities and allows financial assistance for rent, rent arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing which were incurred due, directly or indirectly because the recipient is unable to pay or is unable to afford for reasons primarily attributable to the novel Coronavirus disease.

WHEREAS, the SUBGRANTEE’s legal status is as a quasi-governmental entity, the SUBGRANTEE’s current and active DUNS number is 804350965; and

WHEREAS, the mission of the SUBGRANTEE is to provide fair, sustainable, quality housing in diverse neighborhoods throughout Reno, Sparks and Washoe County that offers a stable foundation for low-income families to pursue economic opportunities, become self-sufficient and improve their quality of life. In doing so, the SUBGRANTEE continues to cultivate strong community partnerships, promote fiscal responsibility, and administer its programs and activities in an efficient, ethical, and professional manner.

WHEREAS, the COUNTY has received an Emergency Rental Assistance grant from the U.S. Department of the Treasury in the amount of \$6,564,663.20; and COUNTY, as Grantor herein, desires to pass through to the SUBGRANTEE funds in the amount of \$6,380,855 to assist the SUBGRANTEE in meeting the program measurable outcomes; and

WHEREAS, in consideration of receipt of this funding, the SUBGRANTEE agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to all terms and conditions of this Agreement, the Parties hereto agree as follows:

1. PURPOSE

The intent of this Agreement is to pass through to the SUBGRANTEE Emergency Rental Assistance funding from the U.S. Department of Treasury, to provide eligible recipients with financial assistance to pay for rent, rent arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing which were incurred due, directly or indirectly because the recipient is unable to pay for reasons primarily attributable to the novel coronavirus disease.

2. SUBGRANTEE DUTIES

SUBGRANTEE also agrees to perform all duties of the Washoe Housing Assistance for COVID Relief program as described in the Scope of Work attached hereto as Exhibit A.

3. TERM OF AGREEMENT

The term of this Agreement is from February 23, 2021 through December 31, 2021. All required purchases and expenses hereunder shall be completed by December 31, 2021. This Agreement shall become effective once approved by the authorized official of each party.

4. NOTICES

All notices and other communications required or permitted to be provided under shall be in writing and may be delivered by hand, facsimile transmission with verification of receipt, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

COUNTY	SUBGRANTEE
Washoe County	Housing Authority of the City of Reno
Gabrielle Enfield	Amy Jones
1001 E. 9th Street	1525 E. 9th Street
Reno, NV 89512	Reno, NV 89512

Or to such other addresses as any party may designate by notice in accordance with this Section. Notice shall be deemed effective upon hand delivery or facsimile with verification of receipt, or three days after deposit with US mail postage prepaid and return receipt requested.

5. COMPENSATION

- A. During the term of this Agreement, and subject to all terms and conditions set forth herein, the COUNTY shall reimburse SUBGRANTEE for all direct costs incurred consistent with the grant and purposes of this Agreement and the Budget attached hereto and incorporated herein. SUBGRANTEE shall submit to the COUNTY invoices, monthly, by the fifteenth of the month. County shall remit payment to the SUBGRANTEE for all approved items as invoiced no later than the 25th of the month. Reimbursement shall not to exceed in total by the end of the grant the sum of Six Million, Three-hundred and eighty thousand, eight-hundred and fifty-five dollars [\$6,380,855].
- B. For those items which the COUNTY declines to reimburse as an ineligible cost item, the COUNTY shall provide the SUBGRANTEE a written notice and

explanation of the reasons for the decision to withhold payment by the 25th of the month, whereupon the Parties shall meet and confer within the next fifteen working days to resolve their differences. If they are unable to reconcile differences on the decision to withhold payment, the SUBGRANTEE may declare a default and pursue its remedies as provided in Section 8.R, or defer action on the withholding to the conclusion of the then term of the Agreement, at which time the Parties may attempt again to reconcile differences on the COUNTY's decision to withhold on this and any other pending decisions to withhold payment to the SUBGRANTEE. If the differences cannot be reconciled, SUBGRANTEE may again declare a default under this Agreement and pursue its remedies as provided in Section 8.R.

- C. PROJECT BUDGET: Eligible costs and expenses are detailed in the budget of allowable expenses set forth in Exhibit B - Project Budget. Budget or program revisions cannot be made without prior approval from COUNTY.
- D. USE OF FUNDS: SUBGRANTEE understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501"). In no circumstances shall the SUBGRANTEE request reimbursement from the COUNTY for costs also billed to other entities in connection with this Subgrant.
- E. FORM OF FINANCIAL BACKUP:
 - a. SUBGRANTEE shall be reimbursed after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of this Agreement.
 - b. SUBGRANTEE agrees that all costs of goods and services pursuant to this Agreement, shall be recorded by line item and supported by checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the purchases shall be recorded in a separate fund and accessible to the COUNTY upon 24 hours advance written notice.
 - c. SUBGRANTEE agrees that excerpts or transcripts of all checks, invoices, contracts, vouchers, orders and other accounting documents related to the activity will be provided upon request to COUNTY upon 48 hours written notice.

6. REPORTING

- A. PERFORMANCE REPORTING: Monthly the SUBGRANTEE will provide a performance report specifically identifying project outcomes for all activities detailed in Exhibit A – Scope of Work. The performance report is due on the 15th day of the month, following the end of the reporting month.

- B. **FINANCIAL REPORTS:** Monthly the SUBGRANTEE will provide a financial report specifically identifying expenses for all cost categories detailed in Exhibit B – Project Budget. The SUBGRANTEE is responsible to ensure that SUBGRANTEE complies with all accounting reporting requirements in federal law and the Nevada Revised Statutes. The financial report is due on the 15th day of the month, following the end of the reporting period.
- C. **CLOSE OUT FINANCIAL REPORTS:** Close out financial reports and reimbursement requests must be submitted by January 30, 2022. Documentation to include final financial summary of expenses, and checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges.
- D. **ANNUAL AUDIT:** SUBGRANTEE will submit a copy of their annual audit and management letter to COUNTY within 60 days of the audit completion. Audit must comply with all applicable standard accounting practices.

7. MONITORING AND ACCESS TO RECORDS

- A. Unless exigent circumstances require a shorter notice, upon being given at least 48 hours advance written notice of on-site monitoring, auditing and reviews, SUBGRANTEE shall allow duly authorized representatives of the County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:
 - Whether the objectives of the project are being achieved;
 - Whether management control systems and internal procedures have been established to meet the objectives of the program;
 - Whether financial operations of the project are being conducted according to generally accepted accounting principles (GAAP);
 - Whether the provisions of Federal and State laws and regulations identified in this Agreement are being followed.
- B. COUNTY will monitor SUBGRANTEE activities to ensure that the federal dollars are used for authorized purposes in compliance with the federal program laws, regulations, and grant agreements, and ensuring that performance goals are achieved. Monitor activities will occur throughout the grant term and may take various forms such as:
 - a. Reporting: Reviewing financial and performance reports submitted by SUBGRANTEE
 - b. Site Visits: Performing visits to SUBGRANTEE offices or project site to review financial records, programmatic records, and observe operations.
 - c. Regular Agreement: Regular agreements with SUBGRANTEE and appropriate inquiries concerning program activities.

Absent exigent circumstances, the on-site monitoring and auditing should be reasonable in

number, not exceeding one on-site monitoring visit a month and audits not exceeding once every three months.

- C. Records must be easily retrievable (located and retrieved within 48 hours of notice to inspect) for examination by authorized COUNTY and State of Nevada, or Treasury Department administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of grantees and SUBGRANTEES, which are pertinent to a Federal grant, in order to make audit, examinations or excerpts, and transcripts.

8. GENERAL PROVISIONS

A. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:

- a. SUBGRANTEE agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement. The SUBGRANTEE agrees to follow all federal, state and local laws pertaining to the operation of said SUBGRANTEE.
- b. SUBGRANTEE agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. SUBGRANTEE also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBGRANTEE shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- c. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part

180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. AMENDMENT-ASSIGNMENT: This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both of the parties as a condition precedent to its entry into effect. Neither party may assign this Agreement without the express written consent of the other party.

C. RECORDS ADMINISTRATION:

- a. The SUBGRANTEE shall maintain, or supervise the maintenance of, all records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBGRANTEE in order to conduct audits or other investigations.
- c. Records shall be retained by the SUBGRANTEE for five years after all funds have been expended, and the project has been monitored and closed by the COUNTY.
- d. The SUBGRANTEE agrees to allow State and Federal auditors, and County staff access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

D. REPORTING:

- a. SUBGRANTEE agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260).
- b. SUBGRANTEE acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

- c. SUBGRANTEE agrees to establish data privacy and security requirements as required by Section 501(g)(4).

- E. CONFLICT OF INTEREST:
 - a. SUBGRANTEE confirms that no officer, employee or agent of the SUBGRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award.
 - b. SUBGRANTEE's officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

- F. INDEPENDENT CONTRACTOR: The SUBGRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the COUNTY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the COUNTY, unless expressly set forth herein. Compensation stated herein shall be the total amount payable to the SUBGRANTEE by the COUNTY. The SUBGRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the COUNTY for services under this Agreement. Persons employed by the COUNTY and acting under the direction of the COUNTY shall not be deemed to be employees or agents of the SUBGRANTEE. Nothing contained herein shall be construed to mean that the SUBGRANTEE shall be responsible, directly or indirectly, for any taxes incurred by a recipient attributable to the financial assistance received pursuant to this Agreement.

- G. TERMINATION: In addition to any other provision of this Agreement allowing for termination, this Agreement may be terminated without cause in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. SUBGRANTEE shall be reimbursed all eligible costs, expenses and obligations incurred on or before this 60th day following notice of termination without cause. SUBGRANTEE shall provide no new financial assistance or services following notice of termination of this Agreement. The SUBGRANTEE shall continue to receive reimbursement for eligible administrative costs and expenses incurred to

wind down the Agreement during the 60 day wind down period.

- H. INSURANCE AND INDEMNIFICATION: Insurance shall be obtained and maintained consistent with Exhibit "C" attached hereto.
- I. EQUAL OPPORTUNITY CLAUSE: The SUBGRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 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 No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
- J. STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION APPLICABLE TO THIS AWARD, INCLUDE, WITHOUT LIMITATION, THE FOLLOWING:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. 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;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- K. SEVERABILITY: The Parties intend that every term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable, or contrary to law, public policy, equity or for any other reason, the offending term or provision shall

be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law, and the remainder of this Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

- L. DEBARMENT: The SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the SUBGRANTEE cannot certify this statement, attach a written explanation for review by the COUNTY. The SUBGRANTEE must notify the Washoe County Grants Administrator within 30 days if debarred by any governmental entity during the Agreement period.

- M. NON-APPROPRIATION OF FUNDS: The SUBGRANTEE acknowledges that the COUNTY cannot contract for the payment of federal funds which have not been provided to the COUNTY by the U.S. Department of the Treasury. If funding by the Federal Government to the COUNTY is not less than that provided as initially expected, or if the Federal Government subsequently reduces funding initially expected under this Grant, either Party may, in its sole discretion, terminate this Agreement or agree to a proportionate reduction in services and the amount due from the COUNTY upon 30 days written notice without penalty, charge or sanctions to the COUNTY. In the case that funds are not available or are reduced, the COUNTY will not be liable for any future commitments, penalties, or liquidated damages, claimed by the SUBGRANTEE for any reason. The Parties agree further, that the services that are required by the SUBGRANTEE may be reduced commensurate with the reduction in funding from the Federal Government.

- N. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY: SUBGRANTEE represents and warrants to COUNTY 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 Agreement, 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 SUBGRANTEE will release, indemnify and hold the COUNTY, its officers, agents and employees harmless from liability of any kind or nature, including the SUBGRANTEE'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance, and any other intellectual property furnished or used in the performance of this Agreement.

- O. INELIGIBLE EXPENSES: Ineligible expenditures as determined by audit or otherwise claimed by the COUNTY will be resolved according to Section 5.B.,

Compensation, and Section 8.R., Default. Expenditures ultimately determined to be ineligible for reimbursement by audit after vetting through these procedures under this Agreement and for which payment been made to the SUBGRANTEE will be immediately refunded to the COUNTY by the SUBGRANTEE if that is the end result of the process under Section 5.B. and Section 8.R. for resolving claims of ineligibility for the use of funds under this Agreement.

- P. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the COUNTY, SUBGRANTEE agrees that this Agreement and related documents will be public documents and may be available for distribution. SUBGRANTEE gives the COUNTY express permission to make copies of the Agreement and related documents.
- Q. PROCUREMENT STANDARDS AND ETHICS: The Parties agree that the SUBGRANTEE has adopted procurement standards and a conflict of interest standard consistent with Federal procurement standards and rules.
- R. DEFAULT, REMEDIES AND TIME TO CURE:
Default and Notice to Cure.
1. Default and Notice to Cure.
 - a. A default occurs if there is a material breach of this Agreement as defined herein and which is not cured within the time specified herein.
 - b. If either Party to this Agreement believes that a breach under this Agreement has occurred, it shall give the other Party notice in writing and the notified Party shall have fifteen (15) business days to cure the breach. If the notified Party has commenced and is diligently pursuing a cure for the default, such cure period shall be extended as reasonably necessary to complete such cure.
 - c. COUNTY'S REMEDIES. If a default occurs without excuse or discharge and remains uncured after written notice is provided to the SUBGRANTEE thereof and the cure period specified above, has elapsed, the COUNTY may declare a default and exercise any combination of the following remedies, which are cumulative so that the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default:
 - i. Seek injunctive and declaratory relief for specific performance of the obligations under this Agreement;
 - ii. Bring an action for damages;

- iii. Terminate the Agreement according to subsection 2, below; and/or
 - iv. Pursue any other remedy provided for in law or equity.
 - d. SUBGRANTEE's Remedies. If a default occurs without excuse or discharge remains uncured after written notice is provided to COUNTY and the cure period specified above, has elapsed, the SUBGRANTEE may exercise any combination of the following remedies, which are cumulative so that the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default:
 - i. Seek injunctive and declaratory relief; and/or
 - ii. Bring an action for damages;
 - iii. Terminate the Agreement according to Subsection 2, below; and/or
 - iv. Pursue any other remedy provided in law or equity.
 - e. Waivers. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive such Party's right to institute and maintain any actions or pursue any remedies. Waivers are binding on a Party only if expressed in writing, signed by an authorized officer of the waiving Party.
- 2. Termination for Cause. Either Party may terminate this Agreement for cause, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:
 - (a)
 - i. Materially breaches this Agreement and such breach is incapable of cure or;
 - ii. With respect to a material breach capable of cure, the Defaulting Party does not cure such breach within the cure period provided in Section 8.R.1 after receipt of written notice of such breach.
 - (b) Becomes insolvent or admits its inability to pay its debts generally as they become due;
 - (c) Becomes subject voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or solvency law, which is not fully stayed within ten (10) business days or is

not dismissed or vacated within forty-five (45) days after filing;

(d) Is dissolved or liquidated or takes any corporate action for such purpose;

(e) Makes a general assignment for the benefit of creditors; or

(f) Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

S. FORCE MAJEURE: No Party shall be liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the impacted Party) failure or delay was caused by or results from the following force majeure events ("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 (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;

d. Government order, law or action;

e. Embargos or blockades in effect on or after the date of this Agreement;

f. National or regional emergency;

g. Strikes, labor shortages or slow downs 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.

The impacted Party shall give notice within ten (10) days of the force majeure event to the other Party, stating the period of time the occurrence is expected to continue. The impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the impacted Party's failure or delay remains uncured for a period thirty (30) consecutive days following written notice given by it under this Section, either Party may thereafter terminate this Agreement upon thirty (30) days written notice.

T. LAW/ MISCELLANEOUS: This Agreement and the performance of the duties described in the Agreement are governed, interpreted and shall be construed in accordance with Nevada law, without regard to choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the Second Judicial District Court in and for the County of Washoe located in Washoe County,

Nevada.

- U. FALSE STATEMENTS: The Parties understand that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- V. PUBLICATIONS: Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of SUBGRANTEE] by the U.S. Department of the Treasury.”

- W. DEBTS OWED THE FEDERAL GOVERNMENT:
 - a. Any funds paid to Subgrantee (1) in excess of the amount to which Subgrantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Subgrantee as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Subgrantee. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury’s Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
 - d. Funds for payment of a debt must not come from other federally sponsored programs.

- X. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), SUBGRANTEE should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- Y. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, SUBGRANTEE should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBGRANTEE should establish workplace safety policies to decrease

accidents caused by distracted drivers.

Z. PROTECTIONS FOR WHISTLEBLOWERS:

a. In accordance with 41 U.S.C. § 4712, SUBGRANTEE may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of SUBGRANTEE, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - viii. SUBGRANTEE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

AA. ENTIRE AGREEMENT: This Agreement, the Notice of Award, and Exhibits A, B and C, constitute the Parties' entire understanding concerning the subject matter of this Agreement and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

BB. SECTION HEADINGS: The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

CC. WAIVER OF BREACH: Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless contained in a

written document executed with the same formality and equal dignity herewith and attached to the original Agreement.

- DD. NO THIRD PARTY BENEFICIARIES: This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
- EE. INDEMNIFICATION: Each of the Parties hereto, covenants and agrees to indemnify and hold harmless the other Party from any and all losses, damages, liabilities and expenses, including, without limitation, reasonable attorney's fees, arising directly or indirectly out of any default by the Party under the provisions of this Agreement, any gross negligence or willful mis-conduct of the Party, or any of its officers, partners, directors, agents or employees, in connection with the Agreement or the Party's services or work hereunder, whether within or beyond the scope of its duties or authority hereunder, any claims for personal injuries to employees included or in the course of their employ if such claims are not covered by worker's compensation, or the insurance required herein, or all employment relations between the Party and its employees. The term "claims and liability" means all third-party claims, actions, damages, losses, judgments, injuries, costs and expenses (including those paid to settle a case), including, but not limited to, reasonable attorney's fees and costs, including those relating to bodily injuries, sickness, disease or death or through injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages, but excluding any consequential loss, damage or claims.
- FF. A Party may assert the defense of sovereign immunity for both itself and the other Party, if appropriate. SUBGRANTEE may also assert as a defense that there are no third-party beneficiaries to this Agreement. The Parties agree further that the liability limitations and defenses of Chapter 41 of the Nevada Revised Statutes are preserved.
- GG. The term "Defend" includes the obligation to defend litigation at the indemnifying Party's sole expense, using counsel that is reasonably acceptable to the indemnified party. Each indemnified party shall be permitted to participate, if it chooses, in the defense of any action claim of liability at the indemnified party's expense, even if the indemnified party is indemnified hereunder, provided that no settlement with respect to any claim under such action shall be permitted without the indemnified party's consent.
- HH. The term "Related Party" includes all officers, employees, volunteer workers, agents, contractors and sub-contractors of a party who are acting within the scope of their assigned and lawful duties as well as anyone directly or indirectly employed by any of them.

- II. The Party seeking indemnification, hereunder, shall promptly notify the indemnifying Party in writing of any action and cooperate with the indemnifying Party at the indemnified Party's sole cost and expense. The indemnified Party's failure to perform any obligations under this Section shall not relieve the indemnifying Party of its obligations under this Section, except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure.
- JJ. CONSTRUCTION: Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.
- KK. ENFORCEABILITY: This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.
- LL. HEADINGS: The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- MM. PRONOUNS: All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.
- NN. ATTORNEY FEES: In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.
- OO. TIME: Time is of the essence with respect to each and every obligation contained herein.
- PP. COUNTERPARTS: 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) shall constitute an original of this Agreement.
- QQ. REPRESENTATIONS AND WARRANTIES:
- Each Party represents and warrants to the other Party that,
- i. It is duly organized, validly existing and in good standing as a corporation or other entity as represented herein, under the laws and regulations of its

- jurisdiction of incorporation, or organization, or chartering;
- ii. 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;
 - iii. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been dully authorized by all methods or corporate action of the Parties; and
 - iv. 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.

RR. JURY TRIAL: Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

WASHOE COUNTY

Bob Lucey
Chairman

Date _____

HOUSING AUTHORITY OF THE CITY OF RENO

Amy Jones
Executive Director

Date: _____

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EXHIBIT – A SCOPE OF WORK

WASHOE COUNTY EMERGENCY HOUSING
ASSISTANCE PROGRAM

Policy Manual

February 23, 2021

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EMERGENCY RENTAL ASSISTANCE PROGRAM

The Emergency Rental Assistance Program (ERAP) serves residents of Washoe County who have experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 and now lack sufficient income or resources available to pay their rent and utilities.

Section 1	Covered Services
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ERAP funds are specific to the payment of rent, rent arrears, utilities, and utility arrears, and is limited to eligible households between March 13, 2020 and December 30, 2021. Payments for rent are made directly to a landlord. Payments for utilities are made directly to the utility provider. Utilities included in the contract rent will be paid directly to the landlord. Assistance may be provided for up to twelve months, with a three-month extension, contingent upon the availability of funds and program requirements. There is no cap on the amount of financial assistance that a household can receive for the rental assistance program listed below.

1.1 Rent Assistance

Upon determination of eligibility, the initial rental assistance payment may be provided for past due rent and late fees as well as three (3) months of future rent payments. No initial rental assistance payment will exceed twelve (12) months of total assistance. Recipients of the Housing Choice Voucher (HCV), Project Based Rental Assistance (PBRA) and Public Housing are not eligible.

An eligible household shall not be provided with financial assistance for prospective rent payments for more than three (3) months based on any application by or on behalf of the household.

EXCEPTION— such households may receive financial assistance for prospective rent payments for additional months:

- (I) subject to the availability of remaining funds currently allocated to the eligible grantee, and
- (II) based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household do not exceed twelve (12) months.

Total assistance provided through the ERAP will not exceed twelve (12) months except in instances to ensure a household remains stably housed and when funding availability allows. If households require assistance to ensure they remain stably housed and twelve (12) months of ERAP assistance has already been provided, further ERAP assistance will not exceed fifteen (15) total months without exception.

1.2 Utility Assistance

Utility assistance may be provided for current and past due balances for separately stated charges related to the occupancy of a rental property. Separately stated utilities include electricity, gas, water, sewer, and trash removal not included in the contract rent. Other

separately stated utility costs could include fuel oil. Telecommunication services such as telephone, cable and internet delivered to the rental unit are not considered to be utilities under the ERAP. Utilities that are covered by the landlord within rent will be treated as rent. Payments of utility costs will be made directly to the utility provider. Applicants must provide a copy of their utility bill, proof of delinquency and proof of residence before payment will be made. The initial utility assistance payment may be provided for past due balances and late fees, as well as three months of future payments.

1.3 Preferences

Preference will be given to applicants whose income is at or below 50% of the Washoe County area median income (AMI). Preference will also be given to households in which at least one adult member has been unemployed for the 90 days prior to application.

At the time of application, applicants will be asked if their current income falls below 50% AMI and /or if an adult household member has been employed for more than 90 days. Applicants that answer yes to either of these two questions will be given points placing them higher on the waitlist. Applicants must provide proof that the preference applies before the file will be referred for payment. If the applicant cannot provide proof that they meet either of these preferences, the points will be removed, and they will be returned to the waitlist.

Washoe County Human Services Agency Families, Seniors and Adults: Applicants that are working with Washoe County Human Services Agency that are in jeopardy of having their children removed due to inadequate housing as well as Adults and/or Seniors who are experiencing housing instability will be given immediate preference, contingent upon meeting the required eligibility. Reno Housing Authority staff will be working directly with the Human Services case manager-worker to ensure seamless coordination for those in need of housing stability.

Section 2	Eligibility Requirements
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Application for assistance must be made by the individual or head of household requesting the assistance, an authorized representative of the individual or head of household, or the landlord on behalf of the household. Landlords submitting applications on behalf of the household must disclose at application that they are applying on behalf of a tenant. After initial application, all further supporting eligibility and verification documentation will be obtained directly from the tenant.

If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

All applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

All program guidelines are subject to change based on guidance from the US Department of the Treasury.

2.1 Household Income

The individual/household income cannot exceed 80% of the AMI based on the household’s total income for the calendar year of 2020; or based on the household’s monthly income at the time of application. Documentation of household income may include, but is not limited to; 2020 tax returns, 4-weeks of pay stubs or proof of Unemployment Insurance Benefits demonstrating payments made in the prior 4-weeks.

50% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
Annual	\$ 27,900	\$ 31,850	\$ 35,850	\$ 39,800	\$ 43,000	\$ 46,200	\$ 49,400	\$ 52,550
Monthly	\$ 2,325	\$ 2,654	\$ 2,988	\$ 3,317	\$ 3,583	\$ 3,850	\$ 4,117	\$ 4,379

80% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
Annual	\$ 44,600	\$ 51,000	\$ 57,350	\$ 63,700	\$ 68,800	\$ 73,900	\$ 79,000	\$ 84,100
Monthly	\$ 3,717	\$ 4,250	\$ 4,779	\$ 5,308	\$ 5,733	\$ 6,158	\$ 6,583	\$ 7,008

2.2 Household Status as a Renter

The individual/household must provide a lease, month-to-month rental agreement or the like. Lease agreements may be provided by the landlord along with a current tenant ledger documenting delinquent rent.

2.3 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent. Examples of financial impact include, but is not limited to:

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay-at-Home order
- Reduction in salary due to reduced business income

2.4 Residence in Washoe County

ERAP funds cannot be used to assist with payments for a residence outside of Washoe County.

The ERAP funding provided through the subgrant from Washoe County is specifically dedicated to providing financial assistance to residents living in the City of Sparks or in

Unincorporated Washoe County, unless otherwise directed in writing by the County Grants Administrator.

2.5 Risk of Homelessness or Household Instability

The individual/household must demonstrate a risk of homelessness or household instability. Such determination may be made by providing one of the following (list is not all inclusive):

- Proof of delinquent rent or utilities
- Eviction notice
- History of or potential for exposure to intimate partner violence, sexual assault or stalking.
- Evidence the household is forgoing or delaying the purchase of essential goods or services such as food, prescription drugs, childcare, transportation equipment needed for remote work or school to pay rent or utilities.
- Evidence the household is relying on credit cards, payday lenders, or other high-cost debt products to pay for rent or utilities.

2.6 Documents Required

To complete a determination of eligibility, a minimum of the following required documents must be provided. This list is not all inclusive. Qualifying documentation to be determined by the Secretary of the Treasury.

- Photo identification of head of household, regardless of state of origin.
 - Identifying information may be redacted (name, address, etc.) for victim service providers.
- General Release of Information signed by all adult household members.
- Proof of Income:
 - 2020 tax return
 - Pay stubs or other proof of income (4-weeks)
- Copy of lease agreement, month-to-month agreement or the like.
- Proof to support COVID-19 financial impact, may include attestation.
- Landlord W9
- Proof of delinquent rent or utilities
 - Tenant Ledger or the like
 - Past due utility bill

2.7 Reporting Requirements – Data Collection

RHA will provide public reports not less frequently than monthly regarding the use of funds made available under this SUBGRANT, which shall include both for the past month, and over the period of which such funds are available:

- A. The number of eligible households that receive assistance from such payments.
- B. The acceptance rate of applicants for assistance.
- C. The type or types of assistance provided to each eligible household.
- D. The average amount of funding provided per eligible household receiving assistance;
- E. Household income level, with such information disaggregated for household with income that:
 - Does not exceed 30% of the AMI;
 - exceeds 30%, but does not exceed 50% of the AMI; and
 - exceeds 50%, but does not exceed 80% of the AMI; and
- F. the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

DISAGGREGATION—Each report shall disaggregate the information relating to households provided under subparagraphs (A) through (F) of paragraph (1) by the gender, race, and ethnicity of the primary applicant for assistance in such households.

ALTERNATIVE REPORTING REQUIREMENTS FOR CERTAIN GRANTEEES—The Secretary may establish alternative reporting requirements. As such, alternative reporting requirements would be required of SUBGRANTEE.

EXHIBIT B – PROJECT BUDGET

Washoe Emergency Rental Assistance - RHA

PERSONNEL: **\$388,245**

Four General Office Clerks: \$117,597

- Four General Office Clerks will spend 45% of their time administering the program

Rental Assistance Specialist: \$37,238

- The Rental Assistance Specialist will spend approximately 53% of their time administering the program.

Housing Specialist: \$35,810

- The Housing Specialist will spend approximately 53% of their time administering the program.

Six Housing Specialists: \$5,603

- Six housing specialists will spend approximately 2.5% of their time each administering the program.

Office Temps: \$146,051

- The Office temps will spend 45% of their time administering the program.

Two IT personnel: \$5,621

- The two IT personnel will spend approximately 3.125% of their time purchasing, setting up and maintaining equipment as well as creating and running various reports to support the program as needed.

Rental Assistance Administrator: \$17,696

- The Rental Assistance Administrator will spend approximately 25% of their time reviewing the work of the general office clerks and office temps as well as administering the check requests and move-ins.

Director of Rental Assistance: \$6,590

- The Director of Rental Assistance will spend approximately 4.5% of their time reviewing and supervising the work of the personnel administering the plan.

Director of Administration: \$6,589

- The Director of Administration will spend approximately 4.5% of their time reviewing and supervising the work of the Accounting Specialist.

Accountant: \$2,826

- The Accountant will spend approximately 2.5% of their time reconciling the rental assistance payments, administration costs, preparing and requesting draws and preparing periodic reporting.

Accounting Specialist: \$6,623

- The Accounting Specialist will spend approximately 12.5% of their time doing data entry and printing and mailing check requests.

SUPPLIES:

\$13,838

- Four computer packages including laptops, docking stations, firewalls and Microsoft accounts will be purchased. Office supplies including printer paper, toner, staples, paper clips, binders, file folders etc. Office furniture to include four cubicles.

Administrative costs:

- a. Administrative expenses of subrecipient may be treated as direct costs, but subrecipient may not cover indirect costs using the funds provided in this award, and subrecipient may not apply its negotiated indirect cost rate to this award.
- b. The sum of the amount of the award expended on housing stability services described in Exhibit A - Scope of Work and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed eight (8) percent of the total award.

OTHER: Financial Assistance

\$5,978,772

Rent, rent arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease. *Categories of, other expenses related to housing, must be approved in writing by County Grants Administrator prior to incurred expenses.*

TOTAL:

\$6,380,855

Sixty-five percent of funds must be spent by September 30, 2021.

Changes to the budget may only be made with written approval from the County Grants Administrator and the Executive Director of Housing Authority of the City of Reno (RHA).

Exhibit C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR SUBGRANTEE

GENERAL REQUIREMENTS

COUNTY requires that SUBGRANTEE 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 SUBGRANTEE, its agents, representatives, employees or SUB-SUBGRANTEES. The cost of all such insurance shall be borne by SUBGRANTEE.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for SUBGRANTEE or any SUB-SUBGRANTEE by COUNTY. SUBGRANTEE 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.

SUBGRANTEE 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.

SUBGRANTEE 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. SUBGRANTEE shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

If SUBGRANTEE or Sub-SUBGRANTEE 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-SUBGRANTEES, or independent SUBGRANTEES and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should SUBGRANTEE be self-funded for Industrial insurance, SUBGRANTEE 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

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

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

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

SUBGRANTEE shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the SUBGRANTEE services provided under this Agreement. Coverage shall also include liability resulting from the loss or disclosure of client personal or confidential information. Limits shall be not less than One Million Dollars \$1,000,000 each claim and annual aggregate.

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

CRIME INSURANCE

SUBGRANTEE 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 \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of Client's money, securities and other property.

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

SUBGRANTEE 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. SUBGRANTEE 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) SUBGRANTEE'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 SUBGRANTEE and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, SUBGRANTEE 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-SUBGRANTEES

SUBGRANTEE shall include all SUB-SUBGRANTEES under its coverage or shall contractually require all of its SUB-SUBGRANTEES to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When SUB-SUBGRANTEES 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-SUBGRANTEE. SUBGRANTEE shall require its SUB-SUBGRANTEES provide appropriate certificates and endorsements from their own insurance carriers naming SUBGRANTEE and COUNTY as additional insureds. SUB-SUBGRANTEE shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

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

3. In addition to any other remedies COUNTY may have if SUBGRANTEE 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 SUBGRANTEE to stop work under this Agreement and/or withhold any payments which become due SUBGRANTEE here under until SUBGRANTEE demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.
4. Any waiver of SUBGRANTEE'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 SUBGRANTEE's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.