

NOTICE OF SUBAWARD

Program Name: Emergency Eviction Prevention Program of Nevada	Subrecipient Name: Be Who You Needed																											
Awarding Agency: Washoe County Office of the County Manager - Community Reinvestment	Address: 2780 Fargo Way Sparks, NV 89434																											
Address: 1001 E. 9 th Street, Reno NV 89512-0027																												
Performance Period: May 1, 2024 – April 30, 2025	Subrecipient's UEI Number: ZW3ZTEAP2RX1																											
Purpose of Award: The Emergency Eviction Prevention Program of Nevada (EPPN) acts as an interceptor for those at-risk households who are experiencing a breakdown that could result in homelessness.																												
Amount of Award: \$200,000	CFDA#: 21.027																											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">1. Salary</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 40%;"></td> </tr> <tr> <td>2. Fringe</td> <td></td> <td></td> </tr> <tr> <td>3. Travel</td> <td></td> <td></td> </tr> <tr> <td>4. Equipment</td> <td></td> <td></td> </tr> <tr> <td>5. Supplies</td> <td></td> <td></td> </tr> <tr> <td>6. Contractual/Consultant</td> <td style="text-align: right;">200,000</td> <td></td> </tr> <tr> <td>7. Other</td> <td></td> <td></td> </tr> <tr> <td>8. Indirect – <i>No indirect included</i></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$200,000</td> <td></td> </tr> </table>	1. Salary	\$		2. Fringe			3. Travel			4. Equipment			5. Supplies			6. Contractual/Consultant	200,000		7. Other			8. Indirect – <i>No indirect included</i>			TOTAL	\$200,000		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 \$200,000 .
1. Salary	\$																											
2. Fringe																												
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7. Other																												
8. Indirect – <i>No indirect included</i>																												
TOTAL	\$200,000																											
Amount of Federal Funds obligated this Action	\$200,000																											
Total Amount of Federal Funds obligated to Subrecipient	\$200,000																											
Source of Funds: State and Local Fiscal Recovery Funds (signed into law March 11, 2021)																												
This Award is not for Research & Development	Subaward #: 51																											
Federal Awarding Agency: U.S. Treasury Department	Granting Entity (Pass through): Washoe County																											
State Pass Through Entity: N/A	Subrecipient: Be Who You Needed																											
Washoe County Contact: Anna Verbeke 775-895-4154 averbeke@washoecounty.gov	Subrecipient Contact: Farrah Downey director@bwyinnv.org																											
Terms and Conditions: <ol style="list-style-type: none"> 1. Expenditures must comply with appropriate state and/or federal regulations, 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds must agree to stipulate to the incorporated documents. 																												
Incorporated Documents: <ol style="list-style-type: none"> 1. Notice of Subaward 2. Washoe County Grant Agreement 3. Scope of Work 4. Project Budget 5. Insurance, Hold Harmless and Indemnification Requirements. 																												

WASHOE COUNTY SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT is made effective May 1, 2024, by and between Washoe County, a political subdivision of the State of Nevada (COUNTY), and Be Who You Needed a nonprofit corporation, having a business address located at 2780 Fargo Way Sparks, NV 89434 (SUBGRANTEE).

WITNESSETH:

WHEREAS, the American Rescue Plan Act established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund. Washoe County was awarded a grant of \$91,587,038 in State and Local Fiscal Recovery Funds (SLFRF) from the United States Department of Treasury; and

WHEREAS, the SLFRF allows for the transfer of funds from the COUNTY to nonprofit organizations, and allows for the provision of assistance to nonprofit organizations to address the negative economic impacts of the Coronavirus pandemic; and

WHEREAS, the SUBGRANTEE's project is an eligible use for SLFRF funding under Expenditure Category 2.18 Housing Support: Other Housing Assistance according to the U.S. Treasury Department's Coronavirus State and Local Fiscal Recovery Funds Final Rule; and

WHEREAS, the SUBGRANTEE's legal status is as a nonprofit corporation; the SUBGRANTEE's current and active Unique Entity Identifier ZW3ZTEAP2RX1; and

WHEREAS, the mission of the SUBGRANTEE is to deliver eviction prevention advisory, giving the client a better chance to avoid eviction or eliminate the challenge that is causing the housing instability; and

WHEREAS, the impacts from the coronavirus pandemic are far-reaching with negative outcomes which continue to be felt deeply in many sectors of our community. Housing support and crisis relocation support services to prevent evictions are needed in the community; 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 SLFRF funding from the U.S. Treasury to provide funding for housing support to prevent evictions and homelessness for those at risk of being unhoused starting May 1, 2024 through April 30, 2025.

2. SUBGRANTEE DUTIES

SUBGRANTEE agrees to perform all duties as described in the Scope of Work attached hereto as Exhibit A.

3. TERM OF AGREEMENT

The term of this Agreement is retroactive from May 1, 2024 through April 30, 2025. All required purchases and expenses hereunder shall be completed by April 30, 2025. 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 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
Washoe County
Anna Verbeke
Grants and Community Analyst
1001 E. 9th Street
Reno, NV 89512

SUBGRANTEE
Be Who You Needed
Farrah Downey
Director
2780 Fargo Way
Sparks, NV 89434

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 United States 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, no more often than monthly, by the tenth of the month. Reimbursement shall not exceed in total by the end of the grant the sum of Two Hundred Thousand Dollars and 00 cents [\$200,000]. An advance shall be made to the SUBGRANTEE in the amount of \$17,000 on a one-time basis to support starting the program.

B. 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.

C. 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 three (3) business days 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 3 business days written notice.

6. REPORTING

- A. **ACTIVITY REPORTING:** The SUBGRANTEE will provide a brief status update of the program activities outlined in Exhibit A – Scope of Work. The activity report is due on the 10th day of the month, following the end of the quarter (July, October, January, April).
- B. **FINANCIAL REPORTS:** 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 10th day of the month, following the end of quarter or via draw request on no more than monthly basis.
- C. **CLOSEOUT FINANCIAL REPORTS:** Closeout financial reports and reimbursement requests must be submitted by 90 days from end of period of performance. 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, if the subrecipient is determined to be subject to federal single audit requirements. Audit must comply with all applicable standard accounting practices.
- E. **DATA MANAGEMENT:** The SUBGRANTEE receiving funding from the COUNTY agrees that if the majority of the individuals receiving services operated by the funded program are experiencing homelessness, the SUBGRANTEE will enroll and enter demographic data (including social security number) into the County's Homeless Management Information System (HMIS). HMIS is a computerized data collection application designed to capture client-level

information over time on the characteristics and service needs of all individuals experiencing homelessness, while also protecting client confidentiality. This includes but is not limited to all emergency shelter, transitional housing, bridge housing or other residential programs for people experiencing homelessness. Data for the purpose of this policy, refers to all relevant client information collected by programs serving the majority of individuals experiencing homelessness. This data includes demographics, enrollment and exit data, income and benefit changes, services provided and exit destination to the maximum extent practical. Programs may identify a need to also collect additional program data beyond the basic data set to meet the requirements of a specific funder or to measure additional program outcome measures.

7. MONITORING AND ACCESS TO RECORDS

- A. 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:
 - a. Whether the objectives of the project are being achieved;
 - b. Whether management control systems and internal procedures have been established to meet the objectives of the program;
 - c. Whether financial operations of the project are being conducted according to generally accepted accounting principles (GAAP);
 - d. 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. Monitoring 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.

- C. Records must be easily retrievable for examination by authorized COUNTY, 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. 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. SUBGRANTEE must have a valid Unique Entity Identifier and active System for Award Management (SAM) registration for the entire duration of the award, 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. All amendments can be approved by the Community Reinvestment Manager.

C. RECORDS ADMINISTRATION:

- a. The SUBGRANTEE shall maintain or supervise the maintenance of all records and financial documents sufficient to support compliance with section 601(d) of the Social Security Act. 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 or until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- d. The SUBGRANTEE agrees to allow 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. 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.

- E. 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.

- F. 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 30 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 30th day following notice of termination. SUBGRANTEE shall provide no new financial assistance or services following notice of termination of this Agreement
- G. INSURANCE AND INDEMNIFICATION: COUNTY has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. See Exhibit C - Insurance, Hold Harmless and Indemnification Requirements for Nonprofit Agency.
- H. 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.
- I. STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION APPLICABLE TO THIS AWARD, INCLUDE, WITHOUT LIMITATION, THE FOLLOWING:
 - 1. 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;
 - 2. 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;
 - 3. 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;
4. 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
 5. 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.
- J. 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 or a court order, and the remainder of this Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- K. 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 award manager within 30 days if debarred by any governmental entity during the Agreement period.
- L. NON-APPROPRIATION OF FUNDS: The SUBGRANTEE acknowledges that the COUNTY may only contract for the payment of federal funds which are actually provided by U.S. Department of the Treasury. If full funding to the COUNTY is not provided by Treasury as initially expected, or as described herein, the COUNTY, after providing documentary evidence of same, in its sole discretion may terminate this Agreement or proportionately reduce the services and the amount due from the COUNTY upon 30 days written notice without penalty, charge or sanction to County. In the case that funds are not available or are reduced as provided herein, the COUNTY will not be liable for any future commitments, penalties, or liquidated damages claimed by SUBGRANTEE for any reason.
- M. 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.

- N. INELIGIBLE EXPENSES: SUBGRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the SUBGRANTEE will be immediately refunded to the COUNTY by the SUBGRANTEE; provided that SUBGRANTEE has had an opportunity to provide additional documentation of proper reimbursement. The SUBGRANTEE further agrees that the COUNTY shall have the right to withhold any or all subsequent payments under this Agreement to the SUBGRANTEE until the recoupment of overpayments is made.

- O. PUBLIC INFORMATION: Nevada Revised Statutes Chapter 239 declares certain records and documents to be public documents. Unless documents or records are confidential or privileged, SUBGRANTEE agrees that this Agreement and any records related to the performance of the duties described in this Agreement and which are required to be provided to the COUNTY by this Agreement may be public documents and may be available for distribution. SUBGRANTEE gives the COUNTY express permission to make copies of the Agreement and related documents.

- P. PROCUREMENT STANDARDS AND ETHICS: The SUBGRANTEE will adopt procurement standards and code of conduct in keeping with the Federal procurement standards and rules. All project funds must be spent in compliance with 2 CFR 200 Subpart D Procurement Standards.

- Q. 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 breach, such cure period shall be

- extended only 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 to the extent allowed by law or equity, 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 for cause pursuant 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 declare a default and exercise any combination of the following remedies to the extent allowed by law or equity, 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; and/or
 - ii. Bring an action for damages;
 - iii. Terminate the Agreement for cause pursuant 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 breach or default shall not operate as a waiver of any such breach or 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. Materially breaches this Agreement and such breach is incapable

of cure or;

- b. 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.Q.1 after receipt of written notice of such breach.
- c. Becomes insolvent or admits its inability to pay its debts generally as they become due;
- d. 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;
- e. Is dissolved or liquidated or takes any corporate action for such purpose;
- f. Makes a general assignment for the benefit of creditors; or
- g. 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.

R. 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)"):

- 1. Acts of God;
- 2. Flood, fire, earthquake or other potential disasters or catastrophes such as epidemics, explosion or pandemics such as COVID-19;
- 3. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- 4. Government order, law or action;
- 5. Embargos or blockades in effect on or after the date of this Agreement;
- 6. National or regional emergency;
- 7. Strikes, labor shortages or slowdowns or other industrial disturbances; and
- 8. 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.

- S. 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.
- T. 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.
- U. PUBLICATIONS: Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by federal funds from the American Rescue Plan Act State and Local Fiscal Recovery Fund awarded to Be Who You Needed by Washoe County passed through from the U.S. Department of the Treasury.”
- V. 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.
- W. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), SUBGRANTEE 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.

- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.

- BB. 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.
- CC. 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.
- DD. LIMITATION OF LIABILITY: COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the COUNTY's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- EE. 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.
- FF. ENFORCEABILITY: This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.
- GG. 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.
- HH. TIME: Time is of the essence with respect to each and every obligation contained herein.
- II. 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.
- JJ. SURVIVAL OF TERMS. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, duties of indemnification and limitations of liability.

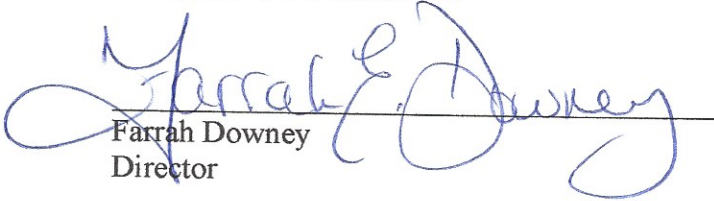
WASHOE COUNTY



Eric Brown
Washoe County Manager

Date May 30, 2024

BE WHO YOU NEEDED



Farrah Downey
Director

Date: 5/9/2024

EXHIBIT A – SCOPE OF WORK
Be Who You Needed
Emergency Eviction Prevention Program of Nevada

The Emergency Eviction Prevention Program of Nevada (EEPPN) acts as an interceptor for those at-risk households who are experiencing a breakdown that could result in homelessness or eviction.

Due to the COVID-19 pandemic of 2020, the need for housing stability has become the forefront of the American household. In 2020, EEPPN was created in response to the large number of households being evicted and the inability to sustain housing long-term. Through this process, EEPPN advisors work with at-risk households to identify the core challenges leading towards housing instability who will then work with beneficiaries to formulate, mediate, and negotiate with involved stakeholders to support housing stabilization.

The intended purpose and outcome of this project is to assist 300-320 households with services listed below:

- a) To immediately identify the challenges that are threatening housing stability through identification of issues and provision of case management for each individual case through coordination with multiple stakeholders
- b) Facilitate a targeted resource approach based upon the household's individualized data
- c) Eliminate the housing threat based on individual circumstance through any means necessary (which may include rental assistance, referrals pathways, applications for benefits, etc.)

Part of this is done through strong mediation between tenants, landlords, the court system, and various resources which strengthens communication resulting in less litigation.

EEPPN also provides crisis relocation advice for those who are unhoused, in unsafe situations, or in need of relocation to avoid homelessness.

The target for this project is to intercept 300-320 at-risk households (over the next 12 months then increasing year after year) who are experiencing housing instability and stabilize their housing situation to avoid homelessness through housing advice, resource navigation and case management.

The measures of tracking each household is captured through a database tracking system which captures the information of each individual case.

EEPPN will deliver eviction prevention advisory services to intercept the household's eviction process to divert from the eviction process which could lead to homelessness. Housing stabilization advisory support and resource navigation allows the tenant to be provided with more tools to not only address the immediate housing crisis but also gives the best optimal chance for housing stabilization long-term.

EXHIBIT B – PROJECT BUDGET

Washoe County will provide funds for the following budget categories.

Be Who You Needed – Emergency Eviction Prevention Program of Nevada

Salary	
Fringe	
Travel	
Equipment	
Supplies	
Contractual/Consultant	200,000
Other	
Indirect	

TOTAL **\$ 200,000**

Changes to the budget must be approved by the Community Reinvestment Manager.

Budget Narrative:

This project will include the following positions. All staff are currently on contracts but will be transitioning to staff within 60 days after start of the award. The staff are paid as Full-Time staff on a monthly basis.

Program Manager: Farrah Downey to contract with BWYN to perform necessary services at a rate of \$8,940 per month for a total of **\$107,280**:

- Initiating and setting goals for program with the development, structure and creation of strategic objectives of the organization
- Planning the program from start to completion involving deadlines, milestones, and processes
- Showing support to the program and the mandated team
- Reporting to other stakeholders and confirming the successful completion of the given program (RHA, Washoe County and United Health Care)

Senior Advisor: Justin Castro to contract with BWYN to perform necessary services at a rate of \$4,800 per month for a total of **\$57,600**:

- Provision of mentorship and support to the program
- Monitoring all advisors and office doings
- Report to Program Manager weekly with operations updates
- Evaluate the client’s data and formulate the best option for success regarding housing sustainability

- Maintain up to date relationships with community partners and agencies
- Communicate freely with client, landlord, agency, and resource and bridge the gap through mediation
- Continue to stay up to date on the resources and housing products in the community
- Discuss and reinforce linkages and relationships between client and program
- Keep accurate records of any correspondence and organize client's file

Intake Specialist: Victoria Yang to contract with BWYN to perform services of intake at a rate of \$2,927 per month for a total of **\$35,124:**

- Initiate and complete client intake within the specified program timeframes and guidelines based on information provided on request or referral
- Confirm that all clients records are accurate, current, and up to date on a regular basis
- Determine and designate program eligibility based on the information provided by client during the intake process
- Ensure referrals, as well as closures, have been appropriately linked and documented within the database system
- Generate written correspondence with clients, community partners and agencies
- Develop and maintain comprehensive understanding of the eviction issues that are deemed risk factors for homelessness
- Responsible for maintaining established quantity and quality standards

**EXHIBIT C –
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
SUBGRANTEE**

INDEMNIFICATION

SUBGRANTEE Liability

As respects acts, errors or omissions in the performance of SUBGRANTEE services, SUBGRANTEE 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 SUBGRANTEE'S negligent acts, errors or omissions in the performance of its SUBGRANTEE services under the terms of this Agreement.

SUBGRANTEE 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 SUBGRANTEE or its SUB-SUBGRANTEE in the performance of their SUBGRANTEE services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of SUBGRANTEE services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, SUBGRANTEE 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 SUBGRANTEE (or SUB-SUBGRANTEE, 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 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 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. 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 Indemnitees 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 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. 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 N/A 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 \$100,000 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.