

REFERENCE#: 3775-33-BEN

Interlocal Contract between Clark County and DETR/BEN
 601 North Pecos Rd. Las Vegas, Nevada 89101 (APN # 139-25-802-002)
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
 Acting by and through its

Public Entity #1:	Department of Employment, Training and Rehabilitation Rehabilitation Division Bureau of Services to the Blind and Visually Impaired Business Enterprises of Nevada
Address:	751 Basque Way
City, State, Zip Code:	Carson City, NV 89706
Contact:	Jill Martin
Phone:	(775) 687-6863
Email:	j-martin@detr.nv.gov

Public Entity #2:	Clark County
Address:	500 S. Grand Central Parkway, 4th Floor
City, State, Zip Code:	Las Vegas, NV 89155
Contact:	Real Property Management/PMA
Phone:	(702) 455-4616
Email:	RealPropertyManagementPMA@ClarkCountyNV.gov

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid promises, the parties mutually agree as follows:

- REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective:	Upon Approval	To:	January 25, 2030 with five (5) – one (1) year State options to renew, State must notify Clark County in writing of its intent, at least sixty (60) days prior to Interlocal Contract expiration.
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4. **TERMINATION.** This Contract may be terminated by either party, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATEMENT OF STIPULATIONS
ATTACHMENT BB:	FEDERAL PROVISIONS AND FUNDING DISCLOSURE
EXHIBIT A:	AERIAL MAP OF FAMILY COURTHOUSE
EXHIBIT B:	MAP 1 st FLOOR PREMISES
EXHIBIT C:	MAP 2 nd FLOOR PREMISES

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

No cost to either party

Total Contract Not to Exceed:	\$0.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**

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- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years and for five (5) years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract except as otherwise required by law as set forth in paragraph 19.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the Eighth Judicial District Court in Clark County, Nevada for enforcement of this Contract.

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24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

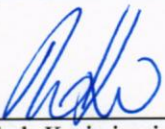
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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Clark County

Shauna Bradley Date Director, Real Property Mgmt. Title


Approved as to form by:


Nichole Kazimirovicz, Deputy District Attorney

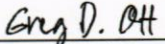
Department of Employment, Training and Rehabilitation



Drazen Elez Date Administrator, Rehabilitation Division Title



Zachary Hoefling Date Chief Financial Officer, DETR Title

Approved as to form by:


Deputy Attorney General for Attorney General

On: 2/26/2026
Date

Statement of Stipulations for Interlocal Contract between Clark County and DETR/BEN
601 North Pecos Rd. Las Vegas, Nevada 89101 (APN # 139-25-802-002)

STATEMENT OF STIPULATIONS

Department of Employment, Training and Rehabilitation
Rehabilitation Division ~ Business Enterprises of Nevada

and

Clark County

This Statement of Stipulations is made and entered into pursuant to the provisions of NRS 277.180 by and between Clark County and the State of Nevada, Department of Employment, Training and Rehabilitation, Rehabilitation Division (DETR) as Attachment AA to the interlocal contract ("Interlocal Contract"), for the benefit of its Business Enterprises of Nevada ("BEN") program ("BEN Program") which provides for a licensee ("Vending Facility Licensee") to operate vending facilities for various public properties in accordance with NRS 426.630 through NRS 426.720 and the NAC 426.010 through NAC 426.400 in accordance with the Federal Randolph Sheppard Act Chapter 6A of Title 20. Vending facilities include, but are not limited to, vending machines, snack bars, food service facilities and such as defined in subsection 3 of NRS 426.630.

Terms", "Licensee", "Vending Facility(ies)" and "Public Building" or "Property", have the same meaning as prescribed to them in the NRS 426.630.

1. Clark County grants to the BEN Program, the permission, for the placement of Vending Facilities at the Clark County Family Courts and Services Center Building (CCFCH). CCFCH is located at the commonly known address of 601C North Pecos Road, Las Vegas, NV 89101 (see Exhibit A, the "Property")
2. The BEN Program will retain control and the Vending Facility Licensee will maintain operation of the existing Vending Facility (1,176 sq ft) located on the 2nd floor of CCFCH (see Exhibit C, the "Existing Premises") and will be allowed to add an additional 102 sq ft of space for a Vending Facility on the 1st floor of CCFCH (see Exhibit B, the "New Premises"), the Existing Premises and New Premises are collectively the "Premises".
3. Clark County shall have final approval authority relating to the placement of any Vending Facilities. No Vending Facility shall be placed without prior written approval from Clark County, and such approval shall not be unreasonably withheld. All costs associated with tenant improvements, equipment, operation, modification, relocation, removal, repair and maintenance of the Premises shall be the responsibility of DETR, the BEN Program or Vending Facility Licensee and it shall be at no expense to Clark County.

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4. If the Vending Facility Licensee, through the BEN Program, wishes to add/delete or change a Vending Facility and/or the Premises, a written request will be submitted by DETR or the BEN Program to Clark County. Clark County shall approve or reject the request within thirty (30) days of receipt of the request. Clark County reserves the right to deny a request if the request is deemed to interfere with agency operations, generates unreasonable janitorial or utility expenses, constitutes a risk to persons or property, or violates any provision of this agreement; however, such rejection may not be unreasonably conditioned or delayed. Any costs including but not limited to the operation, repair, maintenance, relocation, removal, and modification of the Vending Facility or Premises shall be at the sole cost of DETR, the BEN Program or its Vending Facility Licensee. This includes any service required to operate the Vending Facility including but limited to data/internet, phone or other service.
5. If DETR or the BEN Program requests the removal of a Vending Facility due to the fact that the operation is not financially viable, or if the operation is deemed to interfere with Clark County operations, generates unreasonable janitorial or utility expenses, or constitutes a risk to person or property and Clark County requests the removal of a Vending Facility, DETR, the BEN Program and Clark County will explore and consider reasonable alternatives before deletion of the Vending Facility and come to an agreement within 60 days of the written request.
6. DETR and the BEN Program will ensure the Vending Facility Licensee complies with the security procedures and guidelines of Clark County. Clark County will ensure that the BEN Program and Vending Facility Licensee has the most current copy of the approved security procedures upon execution of the Interlocal Contract.
7. DETR and the BEN Program will work with the Vending Facility Licensee to ensure Vending Facilities are maintained with sufficient supply of products. Maintenance, stocking, security, clean-up and all servicing associated with any Vending Facility shall be the responsibility of the Vending Facility Licensee. DETR and the BEN Program through its Vending Facility Licensee shall address supply concerns or complaints regarding Vending Facility operations. Maintenance includes, but is not limited to, repairs, servicing, washing, cleaning, sanitizing and/or dusting of machines/kiosks on a regular as well as on an as needed basis.
8. DETR and the BEN Program will provide a copy of the Interlocal Contract to the Vending Facility Licensee to ensure compliance with applicable provisions of the Interlocal Contract.
9. The Vending Facility Licensee must comply with all local, state and federal laws/regulations regarding food safety and food/beverage service to the public.

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10. Clark County shall maintain waste, electrical and water lines underneath floors and inside walls. General building maintenance is the responsibility of Clark County. All waste and water lines above the surface of the floor are the responsibility of DETR and the BEN Program. Clark County shall provide suitable utility needs for the operation of the Vending Facility. Should the Property or Premises require a tenant improvement or modification due to Vending Facility Licensee's functions, such cost shall be the responsibility of Vending Facility Licensee, DETR or the BEN Program.
11. Vending Facility Licensee shall be responsible for repairs to the Property and Premises, the need for which arises out of (a) Vending Facility Licensee's use or occupancy of the Property and Premises; (b) the installation, removal, use or operation of the Vending Facility Licensee's property; (c) the moving of Vending Facility Licensee's property into or out of the Property and Premises; or (d) the act, omission, misuse or negligence of Vending Facility Licensee, its agents, employees or invitees.
12. DETR and the BEN Program shall ensure the Vending Facility Licensee's employees wear uniforms or badges identifying them as authorized to operate the Vending Facility.
13. DETR and the BEN Program shall, at all times or require the Vending Facility Licensee to, maintain the following insurance coverage and furnish to Clark County certificates of insurance showing the following coverage in effect:
 - 13.1 Fire Damage Legal Liability insurance with extended coverage with policy limits of One hundred Thousand Dollars (\$100,000), which is maintained under the BEN Program's commercial general liability insurance policy. Clark County shall not be liable for injury or damages to the Property, Premises or any property or fixtures by fire or other casualty so covered by this type of insurance, if caused in part or the sole negligence of the Vending Facility Licensee.
 - 13.3 **Commercial General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The Commercial General Liability insurance policy shall name Clark County as additional named insured for any covered liability arising out of the performance of this Contract. Coverage shall be on an occurrence form and in accordance with the limits and provisions specified herein. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until Clark County has received at least thirty (30) days' advance written notice of such cancellation or change.
14. **If the Vending Facility Licensee drives a motor vehicle that is owned by the Vending Facility Licensee's business and driven in the operation of the Vending Facility, the Licensee shall maintain Commercial Automobile Liability Insurance** in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the

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performance of this Contract, including loading and unloading. The coverage shall be primary and non-contributory. CLARK COUNTY shall be named an additional insured.

15. **If the Vending Facility Licensee is not a sole proprietor, the Vending Facility Licensee shall maintain Workers' Compensation Insurance** in the statutorily prescribed amounts as mandated by Nevada Revised Statutes Chapters 616A-616D, inclusive, for any employees employed at the Vending Facility, or maintain evidence from the Nevada Division of Industrial Relations that Vending Facility Licensee is exempt from such requirements. If the Vending Facility Licensee is a sole proprietor, the Vending Facility Licensee may elect to not be included within the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D and submit an affidavit in accordance with NRS 616B.627.
16. Any and all insurance policies required shall be "occurrence" policies and shall not be "claims made" policies and all insurance policies shall name Clark County as an additional insured.
17. Before a contractor commences any work, DETR and The BEN Program shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required and shall furnish certificates of such insurance coverage to the Clark County Director of Real Property Management. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 C.F.R, Part 200, Appendix II

[eCFR :: Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up

any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401–7671g](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#). Procurement of recovered materials.

(K) See [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See [§ 200.322](#). Domestic preferences for procurements.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

Funding Disclosure Statement

FFY 2024

Funding from US Dept. of Education – For Nevada Vocational Rehabilitation (VR), Supported Employment (SE), and/or the Independent Living Services for Older Individuals Who are Blind (OIB) programs.

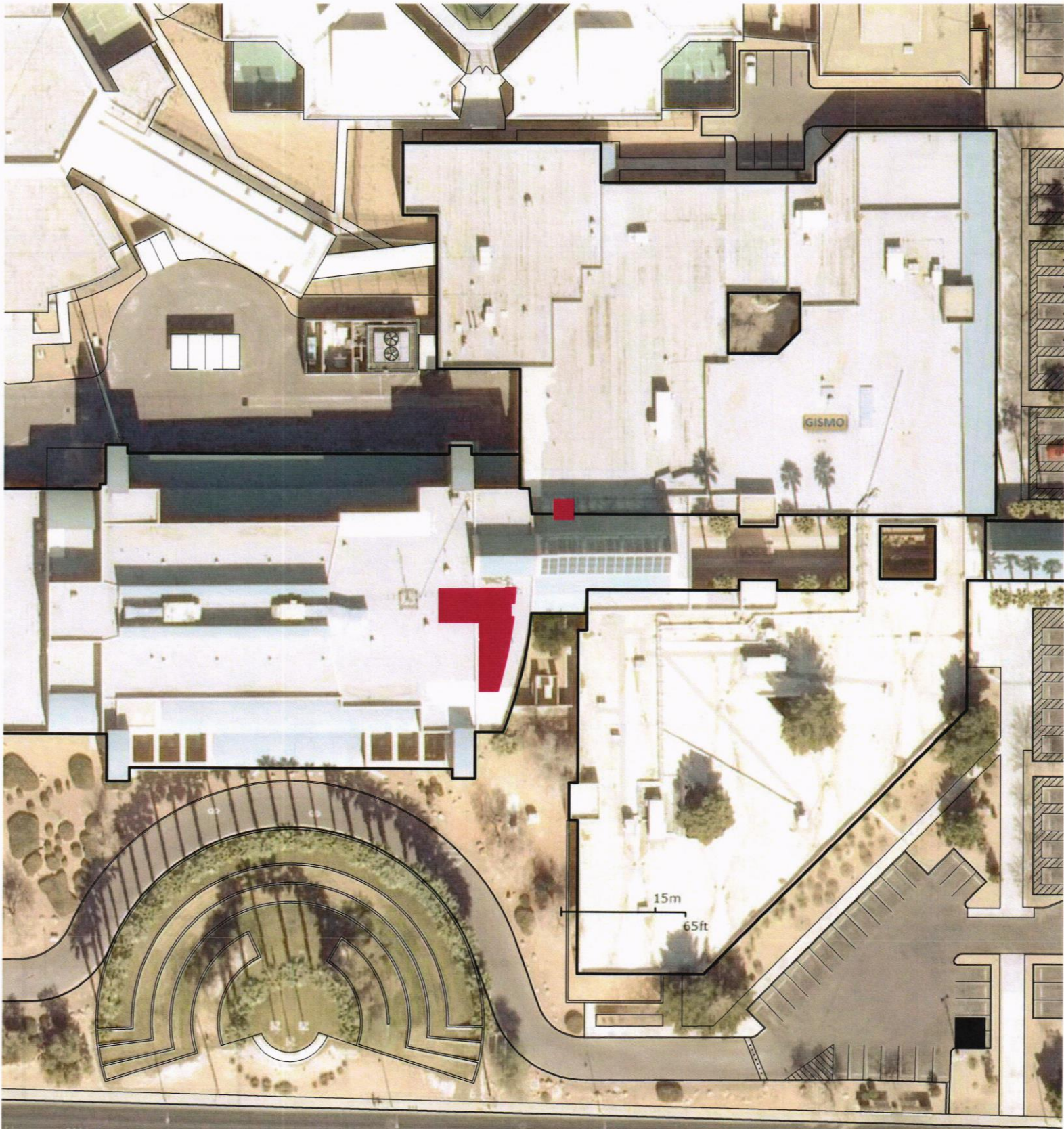
For VR: Federal VR grant paid 78.7% of costs. In FFY2024, Nevada received \$23,306,785 in Federal VR funds. Non-Federal funds paid 21.3% of costs (\$6,322,711).

For SE: Federal SE grant paid 95% of costs. In FFY2024, Nevada received \$28,238 in Federal SE funds. Non-Federal funds paid 5% of costs (\$1,583).

For OIB: Federal OIB grant paid 90% of costs. In FFY2024, Nevada received \$280,222 in Federal OIB funds. Non-Federal funds paid 10% of costs (\$31,136).

EXHIBIT A

REFERENCE# 3775-33-BEN



AERIAL PLAN

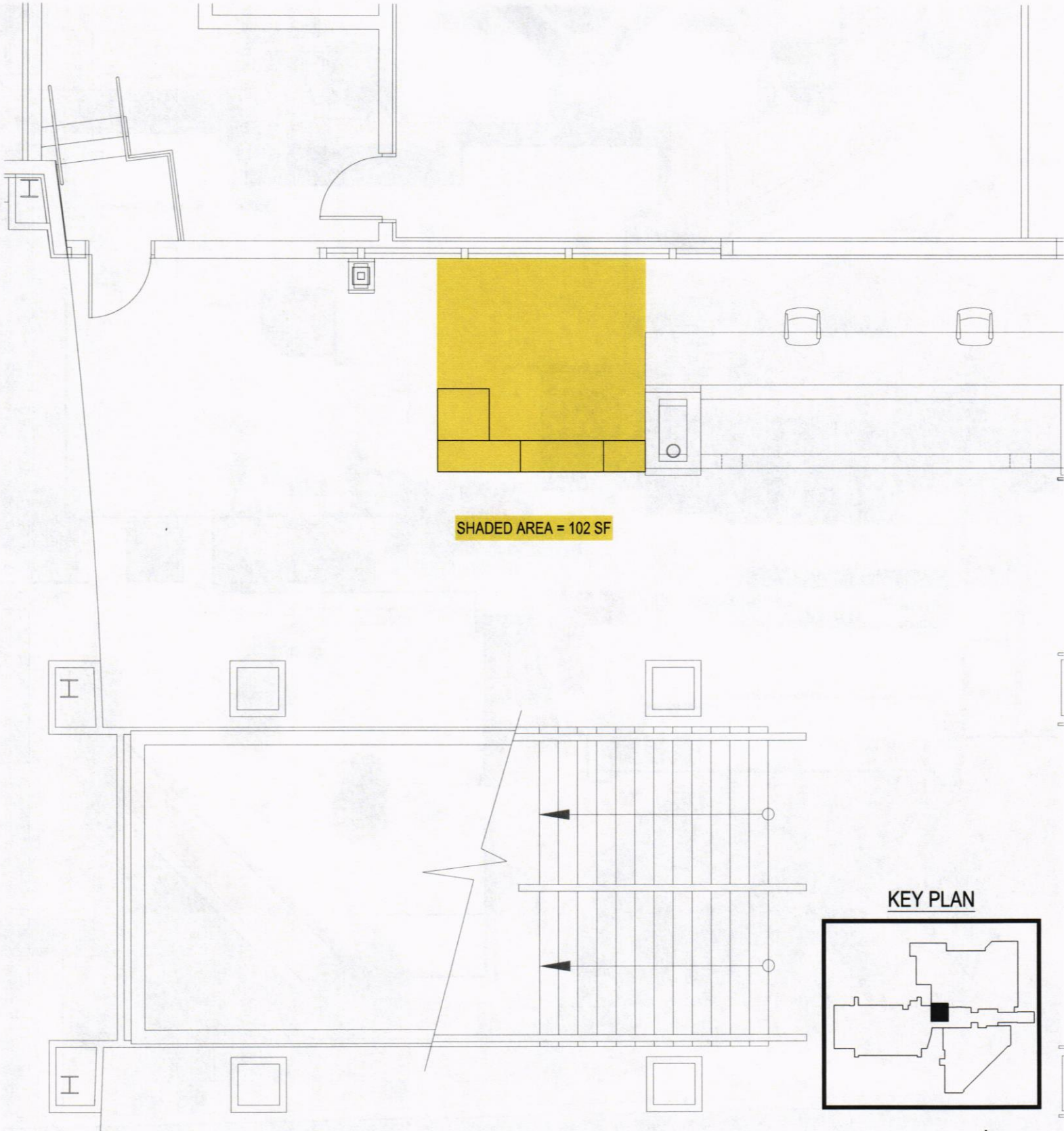
601 N PECOS ROAD, LAS VEGAS 89101

NOT TO SCALE
11/20/2023



EXHIBIT B

REFERENCE# 3775-33-BEN



SHADED AREA = 102 SF

KEY PLAN

DETR - FIRST FLOOR

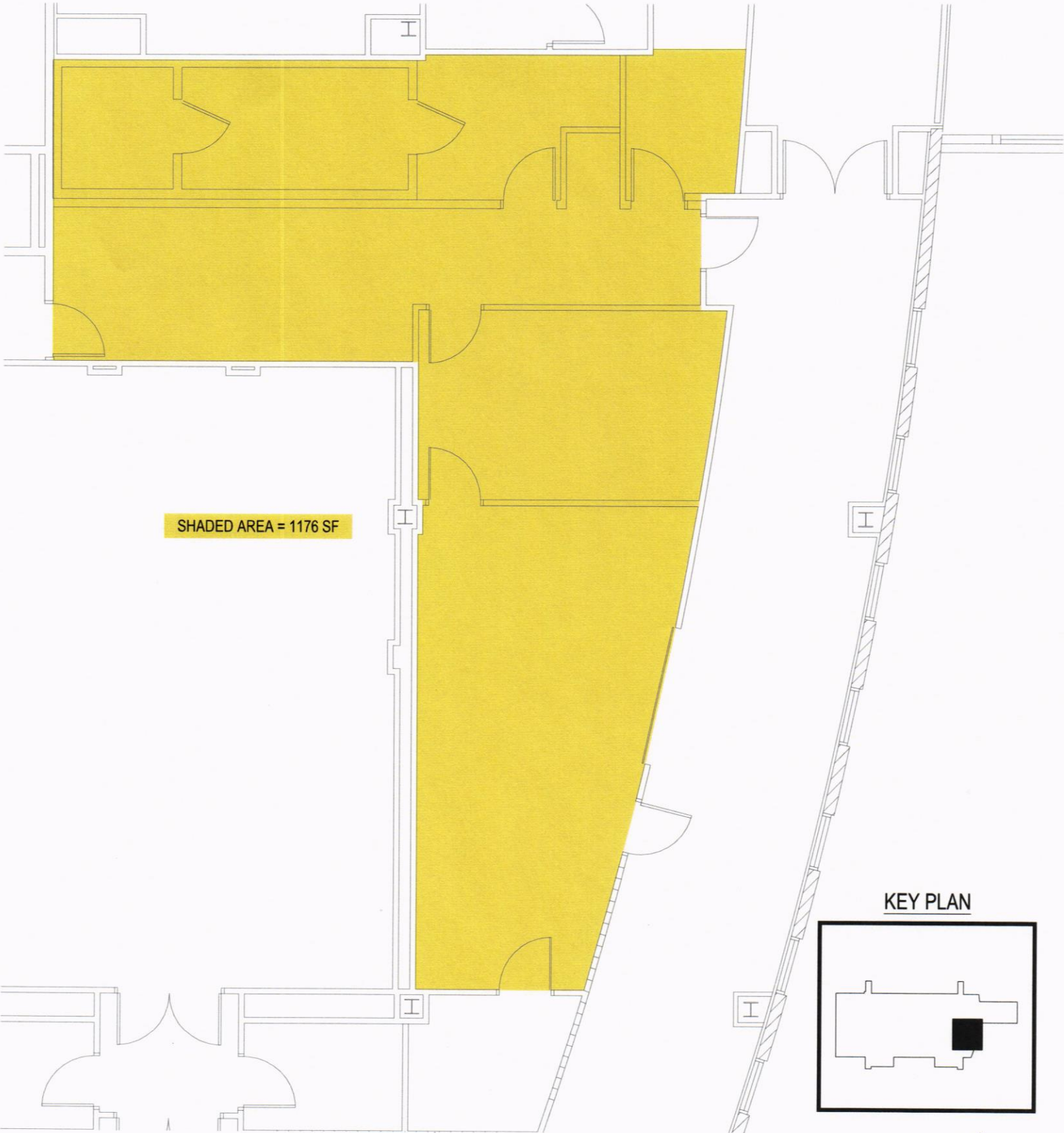
601 N PECOS ROAD, LAS VEGAS 89101

NOT TO SCALE
11/20/2023



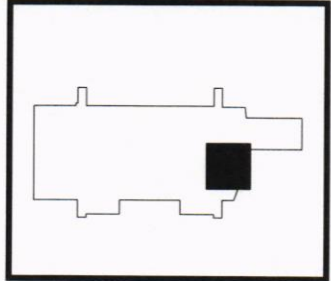
EXHIBIT C

REFERENCE# 3775-33-BEN



SHADED AREA = 1176 SF

KEY PLAN

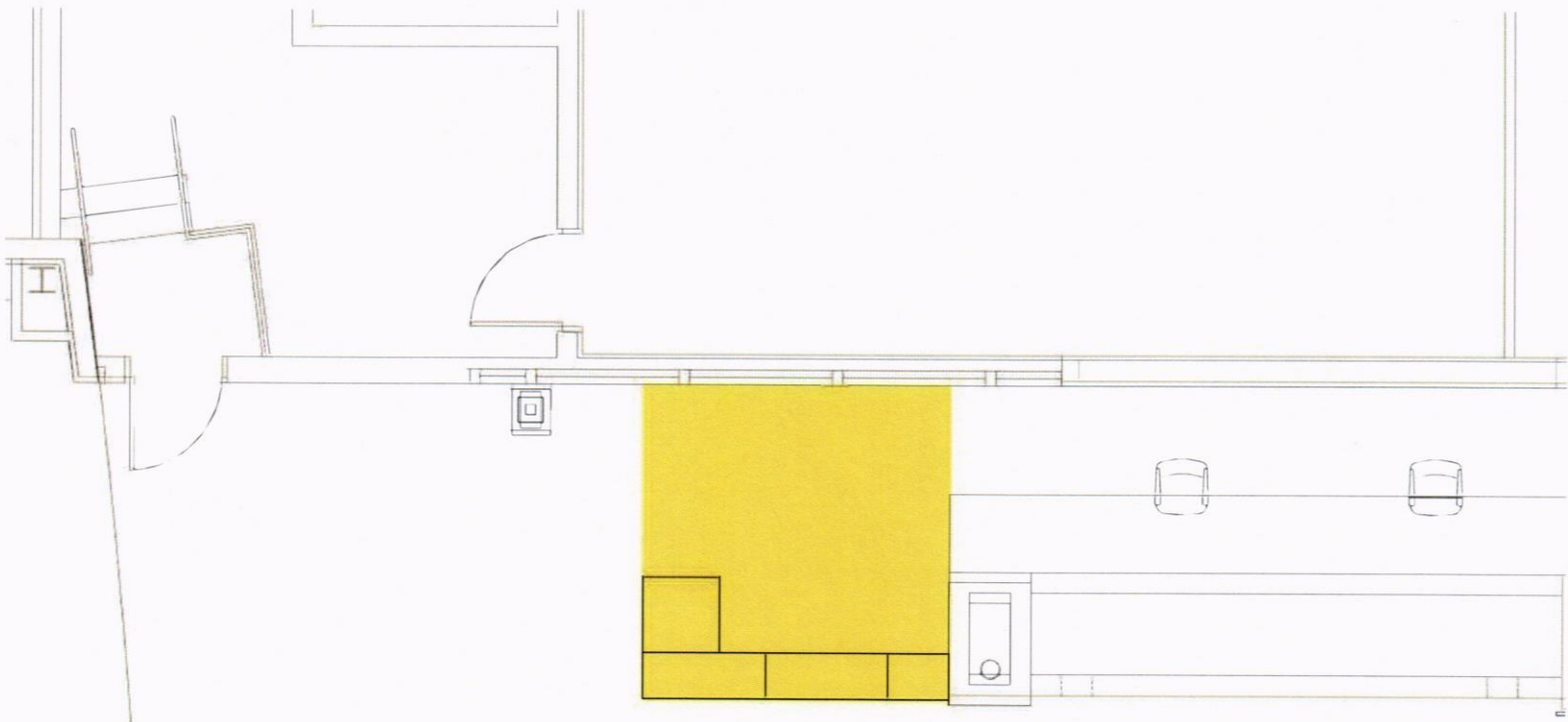


DETR - SECOND FLOOR

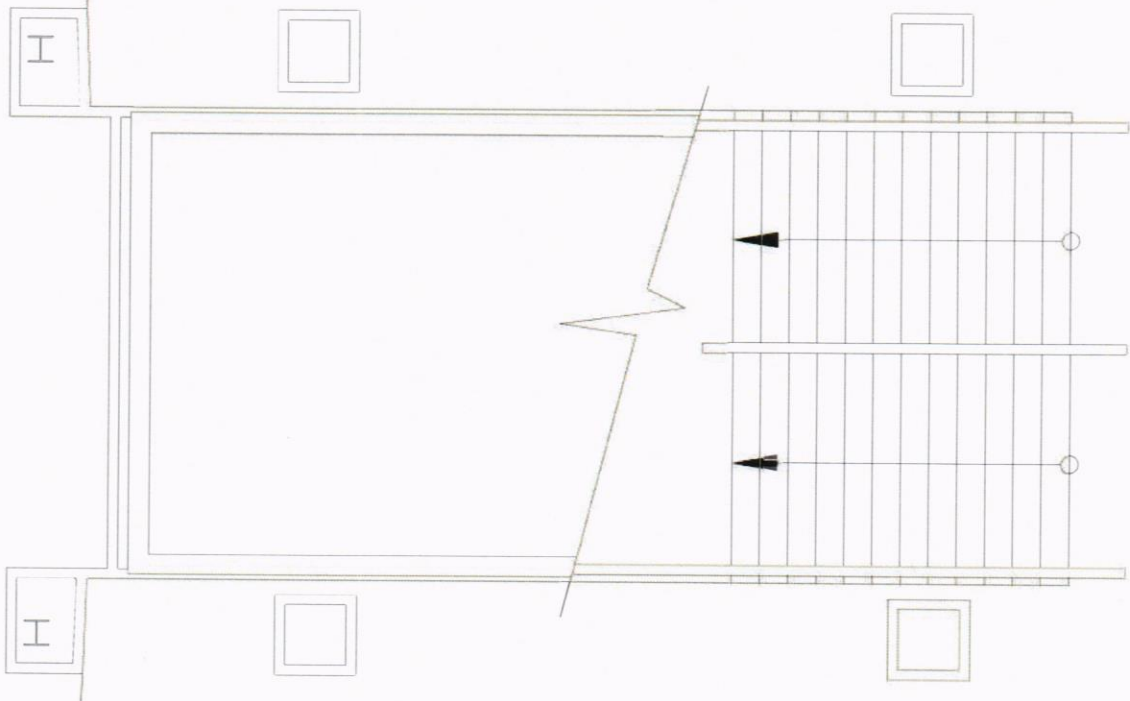
601 N PECOS ROAD, LAS VEGAS 89101

NOT TO SCALE
11/20/2023

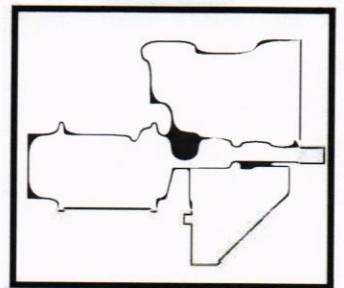




SHADED AREA = 102 SF



KEY PLAN

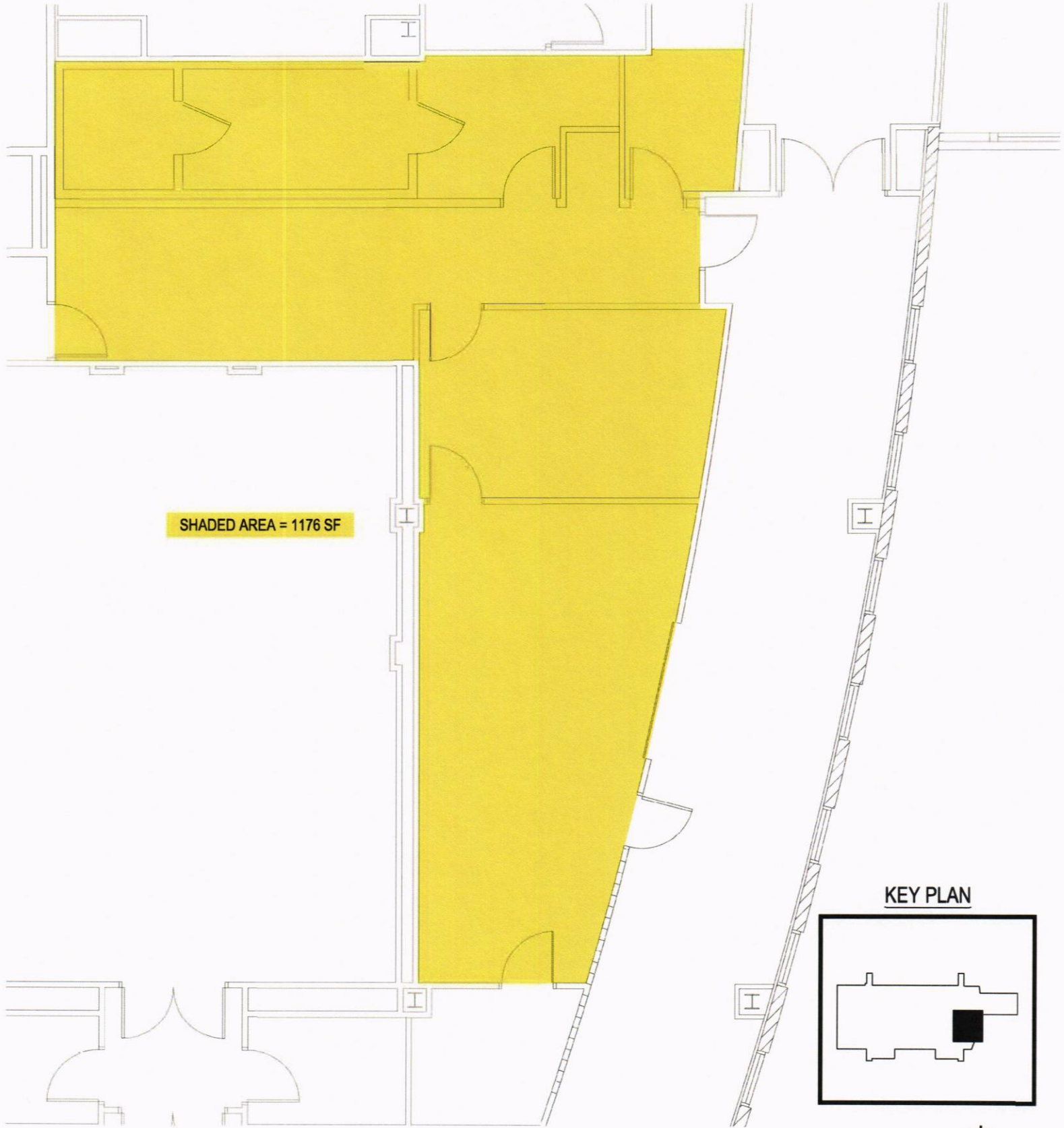


DETR - FIRST FLOOR

601 N PECOS ROAD, LAS VEGAS 89101

NOT TO SCALE
11/20/2023





SHADED AREA = 1176 SF

KEY PLAN

DETR - SECOND FLOOR

601 N PECOS ROAD, LAS VEGAS 89101

NOT TO SCALE
11/20/2023



