



**Washoe County**  
**Office of the County Manager**  
**Grants Management**  
**1001 E. 9<sup>th</sup> Street, Reno NV 89512**

### NOTICE OF SUBAWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                   |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--|-----------|----|--|-------------|----|--|--------------|----|-----------|---------------------------|----|--|----------|----|--|-----------------|----|--|--------------|-----------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Program Name:</b><br>Washoe LEPC FY23 SERC OPTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Subrecipient Name:</b><br>City of Reno (Reno Fire Department), on behalf of the RFD Urban Search and Rescue (USAR) Team                                                                                                        |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Address:</b> 5195 Spectrum Blvd, Reno, NV 89512                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Address:</b> 1 East First St. Reno, NV 89501                                                                                                                                                                                   |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Performance Period:</b><br>July 01, 2022 – June 30, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Subrecipient's Unique Entity ID:</b><br>UYC2NHKR8814                                                                                                                                                                           |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Purpose of Award:</b> Increase preparedness, response, and response capabilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                   |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Amount of Award:</b> \$24,850.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>CFDA#:</b> N/A                                                                                                                                                                                                                 |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Approved Budget Categories:</b><br><br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1. Personnel</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 60%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>2. Travel</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>3. Supplies</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>4. Equipment</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;">24,850.00</td> </tr> <tr> <td>5. Contractual/Consultant</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>6. Other</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>7. Indirect 10%</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="border-bottom: 1px solid black;"><b>24,850.00</b></td> </tr> </table> | 1. Personnel                                                                                                                                                                                                                      | \$               |  | 2. Travel | \$ |  | 3. Supplies | \$ |  | 4. Equipment | \$ | 24,850.00 | 5. Contractual/Consultant | \$ |  | 6. Other | \$ |  | 7. Indirect 10% | \$ |  | <b>TOTAL</b> | <b>\$</b> | <b>24,850.00</b> | <b>Disbursement of funds will be as follows:</b><br><br>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 \$24,850.00.<br><br>This Award is not for Research & Development |
| 1. Personnel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$                                                                                                                                                                                                                                |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| 2. Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$                                                                                                                                                                                                                                |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| 3. Supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$                                                                                                                                                                                                                                |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| 4. Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$                                                                                                                                                                                                                                | 24,850.00        |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| 5. Contractual/Consultant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$                                                                                                                                                                                                                                |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| 6. Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$                                                                                                                                                                                                                                |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| 7. Indirect 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$                                                                                                                                                                                                                                |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>\$</b>                                                                                                                                                                                                                         | <b>24,850.00</b> |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Source of Funds:</b> Funding is derived from fees collected from SARA Title III Facilities within the State that store and/or produce hazardous materials in specific amounts. The Reno Fire Department, on behalf of the RFD Urban Search and Rescue (USAR) Team will purchase one Hardline USAR Task Force Kit to better respond to hazardous material related incidents within the region.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                   |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Grant #:</b> 23-SERC-16-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Subaward #:</b> 23-OPTE-01                                                                                                                                                                                                     |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Awarding Agency:</b> Nevada State Emergency Response Commission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Granting Entity (Pass through):</b><br>Washoe County                                                                                                                                                                           |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Washoe County Contact:</b><br>Francisco Ceballos, 775-224-4109<br><a href="mailto:fceballos@washoecounty.gov">fceballos@washoecounty.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Subrecipient:</b><br>City of Reno, Fire Department, on behalf of RFD Urban Search and Rescue (USAR) Team<br><br><b>Subrecipient Contact:</b><br>Aaron Wike, 775-240-5863<br><a href="mailto:wikea@reno.gov">wikea@reno.gov</a> |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Terms and Conditions:</b> <ol style="list-style-type: none"> <li>1. Expenditures must comply with appropriate state regulations.</li> <li>2. This award is subject to the availability of appropriate funds; and</li> <li>3. The recipient of these funds must agree to stipulate to the incorporated documents.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                   |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |
| <b>Incorporated Documents:</b><br>Subgrant Agreement, Exhibit A: Reporting Document, Exhibit B: Certified Assurances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                   |                  |  |           |    |  |             |    |  |              |    |           |                           |    |  |          |    |  |                 |    |  |              |           |                  |                                                                                                                                                                                                                                                                                                                                                   |

## SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT, entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **the City of Reno Fire Department** on behalf RFD USAR Team, a government agency having a business address located at **1 East First Street, Reno, NV 89501, Unique Entity ID: UYC2NHKR8814** (hereinafter referred to as the "Sub- Grantee").

### WITNESSETH:

**WHEREAS**, the County is a regional emergency management leader and on behalf of regional emergency management partners, the County has received a **FY 2023 State Emergency Response Commission (SERC) Operations, Planning, Training, Exercise (OPTE) grant**, in the amount of \$28,850.00 that will support local hazardous materials emergency response plans, and Washoe County Local Emergency Planning Committee (LEPC) participation in operations, planning, trainings, and exercises. This subaward is not for research and development; and

**WHEREAS**, in response to the applications, Washoe County is sub-grantee of state funds through the Nevada SERC under a number of grant awards and Washoe County as sub-grantee and fiscal agent for LEPC desires to further subgrant these funds to agencies that are members of LEPC and whose requests were submitted by Washoe County on the behalf of LEPC; and

**WHEREAS**, the grant funds received from the Nevada SERC will provide for the assistance to LEPC members to relate to prevention of, mitigation of, and/or response to hazardous materials incidents involving transportation or otherwise meet community needs in the Truckee Meadows; and

**WHEREAS**, Washoe County, as the designated sub-grantee under the grant awards referred to herein, as the County, desires to pass through to the Sub-grantee funds in the amount of **\$24,850.00** to assist the Sub-Grantee in meeting the program measurable outcomes; and

**WHEREAS**, in consideration of receipt of this funding, the Sub-Grantee agrees to abide by the terms and conditions of this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

### **1. PURPOSE**

The intent of this Agreement is to pass through to the Sub-Grantee funding from the Nevada SERC, to provide funding for equipment to regional first responders for response to hazardous materials incidents. The outcome of this grant is to purchase one Hardline USAR Task Force Kit.

## **2. SCOPE OF WORK – Equipment Purchase**

Reno Fire Department, on behalf of the RFD Urban Search and Rescue (USAR) Team, a LEPC member, will purchase approved equipment for their first responding agency. The Reno Fire Department will use funds to purchase one Hardline USAR Task Force Kit - a Two-Way Voice Communication and Rescue System, the RFD-USAR will be able to provide safer rescue operations in confined spaces or structural collapse in the event of a terrorist attack. The equipment cost are outlines under section 4-Compensation.

## **3. REPORTING**

### **Quarterly Financial Reports**

The Sub-grantee agrees to provide all data necessary for the development and submission of the Nevada SERC Quarterly Report, and to provide the data in the format determined by the County. Quarterly financial reports and reimbursement requests must be submitted by the 10th day of the month directly following the end of the quarter. Documentation to include Exhibit A: reimbursement sheets, copies of invoices, purchase orders, and proof of payment.

### **Annual Audit**

Sub-Grantee will submit a copy of their annual audit and management letter to County within 30 days of the audit completion. Audit must comply with all applicable standard accounting practices.

## **4. COMPENSATION**

Payment. During the term of this Agreement, and subject to all terms and conditions set forth herein, the County shall reimburse Sub-Grantee for actual direct costs associated with the grant, in an amount not to exceed **twenty-four thousand, eight hundred, fifty dollars (\$24,850.00)**. No indirect costs are included in compensation.

GRANT NUMBER: 23-SERC-16-01

| <b>Description</b>                                                                                                                                                                                                                      | <b>Amount</b>      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Purchase:</b>                                                                                                                                                                                                                        |                    |
| Purchase one Hardline USAR Task Force Kit - a Two-Way Voice Communication and Rescue System, the RFD-USAR will be able to provide safer rescue operations in confined spaces or structural collapse in the event of a terrorist attack. | \$24,850.00        |
|                                                                                                                                                                                                                                         |                    |
| <b>GRAND TOTAL</b>                                                                                                                                                                                                                      | <b>\$24,850.00</b> |

Form of financial backup. Sub-Grantee shall be reimbursed after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement. Sub-Grantee agrees that all costs of any activity receiving funds pursuant to this Agreement, shall be recorded by budget line item, and supported by checks, payrolls, time records,

invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, Contracts, vouchers, orders, or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to Washoe County.

Budget or program revisions cannot be made without prior approval from County.

Sub-Grantee agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents related to or arguably related to the activity will be provided upon request to Washoe County.

## **5. TERM**

This Agreement is in effect retroactively to July 01, 2022 through - June 30, 2023. All the services required hereunder shall be completed by June 30, 2023. This Agreement shall become effective once approved by the authorized official of each party.

## **6. 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 force. Neither party may assign this Agreement without the express written consent of the other party.

## **7. TERMINATION**

Either party may terminate this Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of the mailing notice. This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party.

## **8. NOTICES**

All written notices required under this Agreement shall be addressed to the designated representative of the respective parties.

### **COUNTY**

Washoe County  
Francisco Ceballos  
EM Program Coordinator  
Manager's Office  
5195 Spectrum Blvd.  
Reno, NV 89512  
775-224-4109

### **SUB-GRANTEE**

Reno Fire Department  
Aaron Wike  
1 East First Street  
Reno, NV 89501  
775-240-5863

## **9. MONITORING AND ACCESS TO RECORDS**

Sub-Grantee shall allow duly authorized representatives of the County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- Whether the objectives of the program are being achieved;
- Whether the program is being conducted in an efficient and effective manner;
- Whether management control systems and internal procedures have been established to meet the objectives of the program;
- Whether financial operations of the program are being conducted properly;
- Provisions of Federal and State laws and regulations and this Agreement.

County will monitor Sub-Grantee activities to ensure that the State dollars are used for authorized purposes in compliance with the State 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:

- Reporting: Reviewing financial and performance reports submitted by Sub-Grantee.
- Site Visits: Performing visits to Sub-Grantee offices or project site to review financial records, programmatic records, and observe operations.
- Regular Agreement: Regular agreements with Sub-Grantee and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County and State of Nevada SERC 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 sub-grantees, which are pertinent to a Federal grant, in order to make audit, examinations or excerpts, and transcripts.

## 10. **TERMS AND CONDITIONS**

- A. Sub-grantee shall only make changes in the approved budget with approval of County. Sub-grantee must submit in writing all requests to amend the grant budget, prior to expending funds from a category other than what has been previously approved.
- B. Comply with requirements of 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Ensure the expenditure of these funds is in accordance with the audit requirements and the approved budget.

## 11. **OTHER PROVISIONS**

During the performance of this Agreement, the Sub-Grantee must follow:

- A. **Equal Employment Opportunity.**
  - 1. The Sub-Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Sub-recipient's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Sub-Grantee will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
  - 2. Vietnam Veterans. The Sub-Grantee agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
  - 3. The Sub-Grantee agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.
- B. **Nondiscrimination in Federally Assisted Programs.** The Sub-Grantee will not discriminate in the provision of services or benefits to any person on the basis of

race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.

- C. **Lobbying.** The Sub-Grantee agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state, or local government.
- D. **Hatch Act.** Neither the Sub-Grantee program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- E. **Debarment:** The Sub-Grantee 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 Sub-Grantee cannot certify this statement, attach a written explanation for review by the County. The Sub-Grantee must notify the Washoe County Grants Administrator within 30 days if debarred by any governmental entity during the Agreement period.
- F. **Required Project Record Keeping and Bookkeeping.** The Sub-Grantee agrees to provide for bookkeeping using approved bookkeeping and record-keeping systems and to retain program records for three years from the time of grant close-out notice. The bookkeeping and project records shall be open and available for inspection and audit at any time by County Staff.
- G. **Defenses.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of all parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

**Indemnification.** Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

The indemnification obligation above is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not

be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

H. **Legal Actions Against Sub-Grantee.** If any legal action is filed against the Sub-Grantee, the Sub-Grantee shall immediately notify County staff.

I. **Grounds for Termination of the Agreement.** The County Staff reserves the right to terminate this Agreement amount upon written notification to the Sub-Grantee that any one or more of the following has occurred:

- (1) Failure of the Sub-Grantee to file monthly/quarterly/annual (whichever is required) reports by the 10<sup>th</sup> day after the end of the quarter or year (whichever is appropriate);
- (2) Failure of the Sub-Grantee to meet any standards specified in this Agreement;
- (3) Expenditures under this Agreement for ineligible activities, services, or items;
- (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Agreement;
- (5) Failure of the Sub-Grantee to keep accounts and records showing the disposition of the money provided pursuant to this Agreement;
- (6) Sub-Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties;
- (7) Failure of the County or the Sub-Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Agreement;
- (8) Failure of the County to appropriate or budget money for the purposes specified in this Agreement.

## 12. COMPLIANCE WITH LAWS

Sub-Grantee 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 Sub-Grantee agrees to follow all federal, state, and local laws pertaining to the operation of



said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Sub-Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations, and assurances that are applicable to medical and patient records.

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### 13. GOVERNING LAW/MISCELLANEOUS

This Agreement shall be governed, interpreted, and construed in accordance with the laws of Nevada without resort to conflict of laws provisions. Venue for any action brought pursuant to this Agreement shall be in Washoe County, Nevada. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

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

#### WASHOE COUNTY

\_\_\_\_\_  
Eric Brown  
Washoe County Manager

Date \_\_\_\_\_

ATTEST:

Date \_\_\_\_\_

\_\_\_\_\_  
Washoe County Clerk

#### RENO FIRE DEPARTMENT

By: \_\_\_\_\_  
Dave Cochran, Chief

Date: \_\_\_\_\_

#### CITY OF RENO

By: \_\_\_\_\_  
Hillary Schieve, Mayor

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney's Office

Date: \_\_\_\_\_



**WASHOE COUNTY**  
**Local Emergency Planning Committee**  
**2023 SERC OPTE Grant (19128)**  
**Quarterly Financial Report Form**

| STATE EMERGENCY RESPONSE COMMISSION      |                              |  |                   |                       |             |                  |              |        |          |         |             |                   |
|------------------------------------------|------------------------------|--|-------------------|-----------------------|-------------|------------------|--------------|--------|----------|---------|-------------|-------------------|
| AGENCY RESPONSIBLE FOR PROJECT/EQUIPMENT | ITEM DESCRIPTION             |  | QUANTITY APPROVED | GRANT AMOUNT APPROVED | TOTAL       | QUANTITY ORDERED | DATE ORDERED | VENDOR | CK. DATE | CHECK # | AMOUNT PAID | AVAILABLE BALANCE |
| USAR (RFD)                               | Hardline USAR Task Force Kit |  | 1                 | \$24,850.00           | \$24,850.00 |                  |              |        |          |         |             | \$24,850.00       |
|                                          |                              |  |                   |                       |             |                  |              |        |          |         |             |                   |
|                                          | SERC TOTAL                   |  |                   |                       | \$24,850.00 |                  |              |        |          |         | \$ -        | \$24,850.00       |

| SERC TOTALS                                        |              |
|----------------------------------------------------|--------------|
| A. TOTAL EXPENSES PREVIOUSLY REPORTED              | \$ -         |
| B. TOTAL EXPENSES THIS REPORT                      | \$0.00       |
| C. TOTAL EXPENSES TO DATE (Line A+B)               | \$ -         |
| D. TOTAL GRANT FUNDS FOR AGENCY                    | \$ 24,850.00 |
| E. BALANCE OF FEDERAL FUNDS FOR AGENCY (Lines D-C) | \$ 24,850.00 |

|                        |                                        |
|------------------------|----------------------------------------|
| Reporting Period From: | To:                                    |
| Report No.:            |                                        |
| Program Officer:       | Francisco Ceballos Phone: 775.224.4109 |
| Grant:                 | 2023 SERC OPTE Grant 23-SERC-16-01     |

|                                  |      |
|----------------------------------|------|
| Total Funds Requested This Claim | \$ - |
|----------------------------------|------|

Attached are copies of backup documentation to substantiate the expenses requested on this claim. I certify that to the best of my knowledge and belief, this report is correct and complete and that all outlays and unpaid obligations are for the purposes set forth under the terms of the approved project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CERTIFIED ASSURANCES For LEPCs and Subgrantees

### Grant Title: 2023 SERC Grant

Upon acceptance of funding from the State of Nevada Emergency Response Commission (SERC), the applicant and the lead governmental unit hereby agree to the following Certified Assurances governing the awarding of funds:

- A) The applicant assures compliance with the Nevada Administrative Code (NAC) 459.9912 et seq. and SERC policies found at <http://serc.nv.gov>.
- B) **FINANCIAL REPORTS** – The recipient is required to submit, at a minimum, quarterly financial reports to the SERC. Reporting must be made in accordance with all applicable federal, state, and local laws and regulations, and SERC Policies 8.5 and 8.6.

No expenditures or obligations will be eligible for reimbursement if occurring prior to or after the award period. All funds need to be obligated by the end of the grant period and expended by the final report date as stated in the grant award cover letter. Failure to submit proper reports pursuant to current policies may jeopardize future funding from the SERC and could result in a denial of reimbursement of funds expended. Failure to comply with this requirement can result in the delay or denial of future reimbursements.

- 1) **Request for advance:** May be requested only if expenses total over \$2,000.00 and is accompanied by a dated purchase order or quote. Complete and submit a financial report form with the appropriate “request for advance” box checked.
- 2) **Report on expenditure of advance:** Show the actual expenditure of the advanced funds. Complete and submit a financial report form with the appropriate “report on expenditure of advance” box checked. This report is due **within 30 days** of the date of the advanced check and must include copies of dated invoices and proof of payment. If the amount advanced is more than the amount spent or the advanced amount is not spent within the 30 days, the unexpended funds are to be returned to the SERC within 45 days\* of the date of the check.
- 3) **Request for reimbursement:** Complete and submit a financial report form, at a minimum quarterly, for all expenditures funded by the grant. Include a summary breakdown of expenses, copies of dated invoices, proof of payment and any other documents required by SERC policies. Any other form of documentation for expenditures must be approved by the SERC staff. If additional non-federal funds or resources are used toward the project, report those expenditures as a **match** in the appropriate line on the report form.
- 4) **Quarterly report required:** If there are no expenditures within the quarter, a report with an explanation of why and the plan for future expenditures is due by the end of the month following the end of the quarter. Due dates for quarterly reports are as follows:

|                   |                                                   |
|-------------------|---------------------------------------------------|
| <b>October 31</b> | - for reporting period July 1 to September 30.    |
| <b>January 31</b> | - for reporting period October 1 to December 31;  |
| <b>April 30</b>   | - for reporting period January 1 to March 31; and |
| <b>July 31</b>    | - for reporting period April 1 to June 30.        |

- 5) **Final report:** There will be no further expenditures, the grant is closed and no further reports are necessary. This report is due within 30 days after the end of the award period, or any time prior to the end of the award period if no further funds will be spent. Once the final report is processed there will no additional draws allowed for the sub-grant. If reporting is not in by the final date, the remaining funds will be de-obligated.
- C) **EXERCISE REPORTS** – To be eligible for grant funding, the LEPC must report to the SERC by January 31<sup>st</sup> of each year on at least one real event and/or tabletop, functional, or full-scale exercise or drill which utilizes and implements the hazardous materials emergency response plan. An exercise is required at least once every year with every key element of the plan being implemented in the exercises within three years.
  - D) **GRANT CHANGE REQUEST** – Grant expenditures are authorized for the purposes set forth in this application, as approved in the grant award, and in accordance with all applicable laws, regulations, and policies and procedures of the State of Nevada and the applicable federal granting agency. Requests for change in the project must be submitted to the SERC and approved in writing prior to its implementation. Approval may be required by the Funding Committee if the change is significant (SERC Policy 8.7).
  - E) The applicant must comply with the provisions for sub-awards stipulated at 2 *CFR* 200.311. The applicant assures the fiscal accountability of the funds received from the State Emergency Response Commission will be managed and accounted for by the lead agency's chief comptroller. Internal control and authority to ensure compliance with SERC's documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
  - F) SERC will **reimburse** the **recipient** reasonable, allowable, allocable cost of performance, in accordance with current federal requirements, Nevada Revised Statute, Nevada Administrative Code, State Administrative Manual, SERC policies and any other applicable fiscal rules, not to exceed the amount specified in the total award amount.
  - G) The applicant assures it shall maintain data and information to provide accurate financial reports to SERC. Said reports shall be provided in form, by due dates and containing data and information as SERC reasonably requires to administer the program.
  - H) The applicant will give the SERC, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant or grant requirements. The Uniform Guidance/OMB Guidance provides greater clarity to the role and expectations for pass-through entities conducting oversight of sub-recipients. The Uniform Guidance/OMB Guidance expands on the responsibilities of pass-through entities by providing a more robust system of

oversight and monitoring. (see section 200.330 and section 200.331)  
<http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-331.pdf>

- I) The applicant assures financial reports shall be submitted within 30 calendar days of the end of each calendar quarter and within 45\* days of the end of the grant period and shall be current and actual.
- J) The applicant assures funds made available under this grant will not be used to supplant state or local funds.
- K) The applicant assures compliance with *2 CFR 200.212 and 180, Non-procurement Suspension and Debarment*. The applicant assures, through the submission of the grant application for funding, neither the lead agency, county government, any of its participating agencies, are potential vendors, contractors or providers debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency.
- L) The applicant assures that it will comply with Administrative Requirements *2 CFR part 200*, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments appropriate to the award as follows:
  - 1. 49 CFR 110, *Hazardous Materials Public Sector Training and Planning Grants*
  - 2. 49 CFR 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments*
  - 3. 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*
  - 4. OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* (now contained in 2 CFR 200)
  - 5. 49 CFR 20, *New Restrictions on Lobbying*
  - 6. 49 CFR 32, *Government wide Requirements for Drug-Free Workplace*
- M)
  - 1. The applicant assures compliance with *Title VI of the Civil Rights Act of 1964*, which prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance.
  - 2. The applicant assures compliance with 49 CFR 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964*.
- N) Any publication (written, visual, or audio) issued by the recipient describing programs funded whole or in part with federal funds, shall contain the following statement:

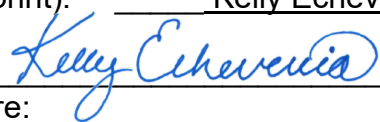
“This program was supported by Grant # **23-SERC-16-01**, awarded by the Nevada State Emergency Response Commission (and, if an HMEP grant, the U.S. Department of Transportation). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position of policies of the State Emergency Response Commission (and, if an HMEP grant, U.S. Department of Transportation)”

The applicant must provide a copy of any such publication to the SERC for the sub-grant file.

- O) The applicant fully understands the State Emergency Response Commission has the right to suspend, terminate or de-obligate grant funds to any recipient that fails to conform to the requirements or the terms and conditions of its grant award.
- P) **LOBBYING** - No grant funds appropriated will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer, employee, or a member of Congress, or an officer, employee, or any member of the Nevada State Legislature or local government. The applicant will comply with provisions of Federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
- Q) Project related income, (i.e., registration fees, royalties, sales of real and personal property) must be used for the purpose of furthering the goals and objectives of the project or program from which the income was generated. Interest earned must be returned to the State Emergency Response Commission.
- R) All activities and purchases utilizing any SERC administered sources of funding must comply with all local, state and federal laws and regulations as well as grant specific requirements. It is the responsibility of sub-grantees to be familiar with any such laws, regulations and requirements.
- S) Applicant understands that an updated addendum to the grant may be required based on the federal guidelines or state requirements between now and the time of the award documents based on requirements for State of Nevada or the federal sponsoring agency.

The applicant acknowledges receipt of these Certified Assurances and hereby assures adherence to all the above conditions of a grant award from the SERC.

**GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)**

Name (print): Kelly Echeverria Title: Washoe County Emergency Manager  
  
Signature: \_\_\_\_\_ Date: 3-22-2022

**LOCAL EMERGENCY PLANNING COMMITTEE CHAIRMAN**

Name (print): Brian Taylor Title: LEPC Chairman  
  
Signature: \_\_\_\_\_ Date: 3-22-2022