

## SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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 **Pyramid Lake Paiute Tribe**, a sovereign nation having a business address located at **208 Capitol Hill, Nixon, NV 89424, DUNS number 099539793** (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 **FFY 2017 State Homeland Security Program grant, CFDA # 97.067, through the State of Nevada Division of Emergency Management (NVDEM), from the U.S. Department of Homeland Security**, in the amount of \$69,287.71 that will support regional participation in the Silver Crucible Complex Coordinated Terrorism Attack (CCTA) exercise. This subaward is not for research and development; and

**WHEREAS**, in response to the applications, Washoe County is sub-grantee of federal and state funds through the NVDEM under a number of grant awards and Washoe County as sub-grantee and fiscal agent for the region desires to further subgrant these funds to the regional emergency management partner agencies and whose requests were submitted by Washoe County on the partner's behalves; and

**WHEREAS**, the grant funds received from the NVDEM will provide for the assistance to partner agencies to participate in the Silver Crucible CCTA exercise; and

**WHEREAS**, Washoe County, as the designated sub-grantee under the grant awards referred to herein, as fiscal agent, and as Grantor herein, desires to pass through to the Sub-grantee funds in the amount of **\$1,680.00** 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 NVDEM, to provide funding for equipment usage and personnel overtime and backfill to regional first responder's for response to the Silver Crucible CCTA Exercise. The outcome of this grant is to provide reimbursement for **personnel and equipment costs accrued in the Silver Crucible CCTA exercise** and strengthen the region's ability to respond to Acts of Terrorism.

2. **SCOPE OF WORK – Personnel Cost and Equipment Use Cost**

Pyramid Lake Paiute Tribe, a regional emergency management partner, agrees to participate in the Silver Crucible CCTA Exercise. The Pyramid Lake Paiute Tribe will use one squad car for eight hours and two sergeants for up eight hours each. The equipment and personnel costs are outlined under Section 5- Compensation. See Exhibit A for the detailed allowable budget.

3. **REPORTING**

**Close Out Financial Reports**

Close out financial reports and reimbursement requests must be submitted by the 31<sup>st</sup> day of December 2019. Documentation to include: Exhibit B: reimbursement sheets including equipment type, time, and rate, time sheets including personnel time and rate, 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 **one thousand, six hundred eighty dollars (\$1,680.00)**. No indirect costs are included in compensation. Equipment use will only be reimbursed for equipment purchased in whole with non-federal grant funds.

FAIN# EMW-2017-SS-00006

<b>Description</b>	<b>Amount</b>
<b>Equipment Costs:</b>	
Hourly Use of Department Vehicle	176.00
<b>Personnel Costs:</b>	
Overtime and Backfill	1,504.00
<b>Total</b>	<b>\$1,680.00</b>

See Exhibit A for the detailed allowable budget and Exhibit C for subgrant restrictions.

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, 2019 and from that date through - December 31, 2019. All of the services required hereunder shall be completed by November 30, 2019. 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  
Kelly Echeverria  
EM Program Coordinator

**SUB-GRANTEE**  
Pyramid Lake Paiute Tribe  
Don Pelt  
208 Capitol Hill, P.O. Box 256

Manager's Office  
5195 Spectrum Blvd.  
Reno, NV 89512  
775-337-5859

Nixon, NV 89424  
775-560-4417

**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 Federal dollars are used for authorized purposes in compliance with the Federal program laws, regulations, and grant Contracts, 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 Contact: Regular contacts with Sub-Grantee and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County and State of Nevada NVDEM 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.

**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**

\_\_\_\_\_  
Dave Solaro  
Interim Washoe County Manager

Date \_\_\_\_\_

ATTEST:

Date \_\_\_\_\_

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

**PYRAMID LAKE PAIUTE TRIBE**

By: \_\_\_\_\_  
Don Pelt, Emergency Manager

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Tribal Council

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

# Exhibit A



Please complete all fields in gray. Fields in green are automatically calculated.

Event: Silver Crucible	
Submitted to the Assisting State of: Nevada Division of Emergency Management	Date: 5/13/2019
From City/County/State Department of: Pyramid Lake Paiute Tribe (PLPT)	
Copies of Receipts and Payment Vouchers for Each Claim Are Attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Vendor Number:	
<b>Personnel Costs</b>	
Regular Time	\$1,504.00
Overtime	\$0.00
Employer Share of Fringe Benefits	\$0.00
<b>Total Personnel Costs</b>	\$1,504.00
<b>Travel Costs</b>	
Air Travel	
Auto Rental/Gas/Mileage	
Lodging	\$0.00
Government Vehicle Costs	
Meals/Tips	\$0.00
<b>Total Travel Costs</b>	\$0.00
<b>Equipment Costs</b>	\$176.00
<b>Contractual Costs</b>	
<b>Commodities</b>	
<b>Other Costs (Explain in Remarks Section)</b>	
<b>GRAND TOTAL</b>	\$1,680.00
<b>Remarks:</b>	
Certified and Authorized by: Aaron Kenneston	Signature:
Title: Washoe County Emergency Manager	Date: 5/13/2019



**Force Account Equipment Summary Record**

**From City/County/State Department of:** **Event:** **PERIOD COVERING**

Pyramid Lake Paiute Tribe (PLPT) Silver Crucible 11/12/19 TO 11/12/19

Equipment Description <small>Indicate make &amp; model, TIFMAS "E" number, fleet number, size, capacity, horsepower, etc.</small>	FEMA Equip. Code #	Operator's Name	Dates/Hours used each day												Total Hours/ Miles	Equipment Rate	Total Cost
			Date	11/12													
Squad Car		Officer 1	HRS	8.0											8.00	\$ 22.00	\$ 176.00
			HRS												0.00		\$ -
			HRS												0.00		\$ -
			HRS												0.00		\$ -
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<b>Sheet Total</b>																\$	176.00

# Exhibit B



Please complete all fields in gray. Fields in green are automatically calculated.

Event: Silver Crucible CCTA	
Submitted to the Assisting State of: Nevada Division of Emergency Management	Date:
From City/County/State Department of:	
Copies of Receipts and Payment Vouchers for Each Claim Are Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Vendor Number:
<b>Personnel Costs</b>	
Regular Time	\$0.00
Overtime	\$0.00
Employer Share of Fringe Benefits	\$0.00
<b>Total Personnel Costs</b>	\$0.00
<b>Travel Costs</b>	
Air Travel	
Auto Rental/Gas/Mileage	
Lodging	\$0.00
Government Vehicle Costs	
Meals/Tips	\$0.00
<b>Total Travel Costs</b>	\$0.00
<b>Equipment Costs</b>	\$0.00
<b>Contractual Costs</b>	
<b>Commodities</b>	
<b>Other Costs (Explain in Remarks Section)</b>	
<b>GRAND TOTAL</b>	\$0.00
<b>Remarks:</b>	
<b>Certified and Authorized by:</b> Aaron Kenneston	<b>Signature:</b>
<b>Title:</b> Washoe County Emergency Manager	<b>Date:</b> 5/13/2019



**Force Account Equipment Summary Record**

**From City/County/State Department of:** **Event:** **PERIOD COVERING**

Pyramid Lake Paiute Tribe (PLPT) Silver Crucible 11/12/19 TO 11/12/19

Equipment Description <small>Indicate make &amp; model, TIFMAS "E" number, fleet number, size, capacity, horsepower, etc.</small>	FEMA Equip. Code #	Operator's Name	Dates/Hours used each day												Total Hours/ Miles	Equipment Rate	Total Cost
			Date	11/12													
Squad Car		Officer 1	HRS	8.0											8.00	\$ 22.00	\$ 176.00
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<b>Sheet Total</b>																\$	176.00

## Exhibit C

### CCTA Reporting Reminders:

- All quarterly reports must include complete backup for all expenditures.
- All per diem requests must adhere to GSA rates and include sign in sheets
- Equipment is reimbursable at the hourly rate only if used in conjunction with the personnel operating it
- All timesheets must be well documented for overtime and backfill only (No other personnel costs will be approved)
- Hourly equipment is reimbursable only for equipment not procured with Federal Funds
- Fuel *is* reimbursable with receipts
- If multiple jurisdictions are reporting on one QFR, each one must be clearly separated with coversheets including calculator tapes

Per NV DEM on 10/30/19