



Supreme Court of Nevada
Administrative Office of the Courts
(hereinafter referred to as the AOC)

Subgrant #: **SLFRF2IT**
Budget Account: **1483**
Category: **62**

NOTICE OF SUBAWARD

Program Name: ARPA-State and Local Fiscal Recovery Funds (SLFRF) Administrative Office of the Courts grants@nvcourts.nv.gov	Subrecipient's Name: Washoe County Second Judicial District Court Emily Reed/ Emily.Reed@washoecourts.us
Address: 201 S. Carson St., Ste. 250 Carson City, NV 89701	Address: 75 Court Street, Reno, Nevada 89501
Subaward Period: Upon approval through 12/31/2026	Subrecipient's: EIN: 886000138 Unique Entity ID: GPR1NY74XPQ5

Purpose of Award: The purpose of this award is to fund a contractor to supplement the court's Information Technology (IT) team in the conversion of the case management system.

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Washoe County

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel		Total Obligated by this Action:	\$ 3,673.96
2. Travel		Cumulative Prior Awards this Budget Period:	\$ 471,002.77
3. Operating		Total Federal Funds Awarded to Date:	\$ 474,676.73
4. Equipment		Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$ 0.00
5. Contractual/Consultant	\$3,673.96	Amount Required this Action:	\$ 0.00
6. Training		Amount Required Prior Awards:	\$ 0.00
7. Other		Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$3,673.96	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs		FOR AGENCY USE, ONLY	
TOTAL APPROVED BUDGET	\$3,673.96		

Source of Funds: American Rescue Plan Act of 2021	% Funds: 100%	CFDA: 21.027	FAIN: SLFRF2634	Federal Grant #: 22AGLCG01	Grant Award Date by Federal Agency: 6/4/2021
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Agency Approved Indirect Rate: N/A	Subrecipient Approved Indirect Rate: N/A
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Terms and Conditions:
In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Final report is due at the end of the project period unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted upon receipt of an invoice unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Audit Information Request;	
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Name	Signature	Date
Alicia Lerud Court Administrator Second Judicial District Court		3/20/25
John McCormick Assistant Court Administrator Administrative Office of the Courts	Digitally signed by John McCormick Date: 2025.03.19 16:06:19 -07:00	3/19/25

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Administrative Office of the Courts (hereafter referred to as "AOC") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the AOC from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The AOC or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the AOC or Recipient from its obligations under this Agreement.
 - The AOC may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the AOC and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the AOC. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the AOC, become the property of the AOC, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The AOC may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the AOC may declare the Recipient ineligible for any further participation in the AOC's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the AOC may withhold funding.
5. Records Retention, Inspection, and Audit: Subrecipient shall maintain all financial records, supporting documentation, and all other records (written, electronic or otherwise) relating to performance and billing under this agreement for a period of at least 7 years. The retention period begins upon completion of the project. The retention period shall be extended when an audit or dispute resolution process is scheduled or in progress for a period reasonably necessary to complete the audit or dispute resolution process. Subrecipient shall make all such records and documentation available to AOC for inspection, review and/or audit within 10 days of written notice of a request during the term of the agreement and throughout the retention period. Any such inspection, review and/or audit shall be conducted at a reasonable time during business hours, and in such a manner that does not interfere with Contractor's normal business activities.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section D of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal AOC or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Administrative Office of the Courts shall not use grant funds for any activity related to the following:
- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through Administrative Office of the Courts may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the AOC with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION B

Scope of Work

Goal 1: To supplement the court's Information Technology (IT) team while they work on converting the case management system.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. The contractor will provide technical support to assist the IT team in ensuring a smooth and efficient case management system conversion.	1. Provide supplemental technical support to the court's IT team.	12/31/2026	1. Submit invoices with backup documentation to aocaccounting@nvcourts.nv.gov

Goal 2: Ensure the successful completion and compliance by conducting regular check-ins and monitoring progress.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. The AOC will conduct quarterly check-ins to monitor the progress of the project.	1. Quarterly check-ins via email or phone call	Ongoing	1. N/A

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget:

Approved Budget Categories:	
1. Personnel	
2. Travel	
3. Operating	
4. Equipment	
5. Contractual/Consultant	\$3,673.96
6. Training	
7. Other	
TOTAL DIRECT COSTS	\$3,673.96
8. Indirect Costs	
TOTAL APPROVED BUDGET	\$3,673.96

Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed \$3,673.96;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the AOC.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the AOC within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the AOC at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the AOC may not be able to provide reimbursement.
- If a credit is owed to the AOC after the 45-day closing period, the funds must be returned to the AOC within 30 days of identification.

The AOC agrees:

- Providing technical assistance, upon request from the Subrecipient;
- Providing prior approval of reports or documents to be developed;
- Forwarding a report to another party, i.e. CDC.
- The AOC reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the AOC.

Both parties agree:

- All reports of expenditures and requests for reimbursement processed by the AOC are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the AOC, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due upon receipt of an invoice.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward

SECTION D

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ YES ☐ NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.