

SUBGRANT AGREEMENT

A Subgrant awarded by:

Department of Conservation and Natural Resources, Division of Environmental Protection
Bureau of Water Quality Planning
901 S. Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-9452 Fax: (775) 687-9561

and awarded to Subgrantee:

Washoe County
hereinafter the "Subgrantee"
PO Box 11130
Reno, NV 89520-0027
Phone: (775) 328-2041 Fax: (775) 328-3699

WHEREAS, 40 CFR Part 31.37, NRS 445A.265 and NRS 445A.450 authorize the Division of Environmental Protection to award subgrants of federal financial assistance to local governments for the purposes set forth in authorizing statutes; and

WHEREAS, it is deemed that the project purposes hereinafter set forth are consistent with the federal grant agreement that provides support of the subgrant;

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

1. **REQUIRED APPROVAL.** This Subgrant shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **SUBGRANT TERM.** This Subgrant shall be effective from Nevada Division of Environmental Protection Administrator's approval to June 30, 2018, unless sooner terminated by either party as set forth in this Subgrant.
4. **TERMINATION.** This Subgrant may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Subgrant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Subgrant is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Subgrant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK (consisting of 6 pages)

ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)

ATTACHMENT C: THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS (consisting of 1 page)

7. **CONSIDERATION.** Subgrantee agrees to provide the services set forth in paragraph (6) at a cost of \$N/A per N/A with the total Subgrant or installments payable: Quarterly not exceeding \$175,000.00. In addition, the State does not agree to reimburse Subgrantee for expenses unless otherwise specified in the incorporated documents. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Subgrant term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Subgrant are also specifically a part of this Subgrant and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Subgrant must be retained by each party for a minimum of three years from the date of final payment by the State to the Subgrantee, and all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Subgrant shall be deemed a breach. Except as otherwise provided for by law or this Subgrant, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Subgrant liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Subgrant damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Subgrant if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Subgrant after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Subgrant, and in respect to performance of services pursuant to this Subgrant, each party is and shall be a Subgrantee separate and distinct from the other party and, subject only to the terms of this Subgrant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Subgrant. Nothing contained in this Subgrant shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Subgrant or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach

16. SEVERABILITY. If any provision contained in this Subgrant is held to be unenforceable by a court of law or equity, this Subgrant shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Subgrant unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Subgrant without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Subgrant, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Subgrant), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Subgrant shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Subgrant.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Subgrant on behalf of each party has full power and authority to enter into this Subgrant and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Subgrant and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.

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

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

SUBGRANTEE

By: 
Signature – Washoe County

Name: DAVID HUMKE
Please Print

Title: Chair Date: 5/13/14
Please Print

DIVISION

By: 
Signature

Name: for Colleen Cripps, Ph.D.

Title: Administrator Date: 5/22/14

BUREAU

By: 
Signature

Name: Sondra L. Neudauer

Title: Contract Manager Date: 5/22/14

Subgrant Control Number: DEP-S 14-022
Grant Number: C9-90908111, C9-90908114
Division Number: 46, 97
Grant Expiration Date: 09/30/18
CFDA Number: 66.460

DAVID HENKES

6/10/18

6/10/18

~~6/10/18~~

ATTACHMENT A

Scope of Work

ATTACHMENT "A"

A. COVER PAGE

Project Title: Washoe County Tahoe Basin Bulk Material Spreaders
DEP-S14-022

Lead Agency: Washoe County Community Services Department

Primary Contact: Kimble O. Corbridge, P.E., CFM
Washoe County Community Services Department
P.O. Box 11130
Reno, Nevada 89520-0027

Phone: 775-328-2041

Fax: 775-328-3699

E-mail: KCorbridge@washoecounty.us

Project Location: Lake Tahoe Basin, HUC 16050101, Washoe County, Nevada

Project Summary: With this funding contract, Washoe County will purchase two (2) best available technology (BAT) bulk material spreaders with advanced, in-cab controls and GPS automation and tracking. The spreaders will be used on County-maintained roads within the Lake Tahoe Basin. The BAT spreaders are designed and operated specifically to apply abrasives more efficiently typically for stormwater quality improvement purposes. Minimizing the application of abrasive materials will mean less material on the roadway prior to sweeping that can be pulverized and potentially mobilized in stormwater runoff. The project purpose is to reduce the loading of pollutants of concern in stormwater runoff and improve the clarity of Lake Tahoe.

Start and Completion NDEP Approval - June 30, 2018

Dates:

<u>Fiscal Summary:</u>	Total Project Cost:	\$ 360,300.00
	Section 319(h) Funds:	\$ 175,000.00
	Non-Federal Match:	\$ 185,300.00

Project Partners: None

B. SCOPE OF WORK

1. Background

As noted in the Final Lake Tahoe Total Maximum Daily Load (Lake Tahoe TMDL) Report, approved by the EPA August 2011, urban uplands contribute 72 % of the fine sediment particles (FSP) and 38% of the total phosphorus that enters Lake Tahoe as nonpoint source pollution and impairs the transparency of Lake Tahoe. The Clarity Challenge, 20-year interim transparency restoration goal of the Tahoe TMDL, requires measurable reductions in FSP (34%) and phosphorus (21%) loads to Lake Tahoe over the next 15 years. Urban stormwater runoff carries these pollutants mainly in pipes and ditches directly into Lake Tahoe and the streams entering Lake Tahoe. Streams in Washoe County that route urban stormwater runoff directly to Lake Tahoe include Mill, Incline, Third, Wood, Burnt Cedar and Second Creeks.

Several recently completed studies for the Lake Tahoe TMDL support implementing sediment source controls to reduce sediment loading on roadways as an effective approach to reduce FSP and phosphorus loads carried by urban stormwater to Lake Tahoe. The Lake Tahoe TMDL Implementation Plan identifies the reduction of abrasives as one of the options to achieve fine sediment load reductions. By replacing older technology spreaders with two new BAT spreaders, the project will demonstrate a reduction in the amount of abrasives applied to county maintained roadways. With a reduction of applied abrasives, there will be fewer materials to be removed from the roadways, catch basins, sediment traps and treatment basins.

2. Project Description, Goals and Objectives

Project Description

Washoe County, project contractor, will purchase two (2) BAT bulk material spreaders with a one year warranty. The spreaders will have in-cab controls and GPS automation and tracking. BAT bulk spreading equipment for road abrasive and deicer applications meet the following general standards (Best Management Practices Handbook, Tahoe Regional Planning Agency, 2012):

- Abrasives within the hopper should not rest on the conveyer belt. Abrasives should be supplied to the conveyor belt using an agitator and delivery roller, which allows for a more consistent application rate.
- Operators should have the ability to adjust the quantity, width, and symmetry of abrasive applications.
- Equipment should provide the ability for pre-wetting of abrasives occurring at the spreader disc, which helps abrasives stick to the road surface.
- Equipment should provide automated width and rate compensation to ensure constant spreading rates.
- The bulk spreading system should be controlled by a computer and include data logging features that record the mass of abrasives applied per event and per winter season.

Washoe County will be responsible for and perform all tasks. The project's primary purpose is to reduce the amount of bulk material spread on roads for traction control in the Lake Tahoe Basin and improve the efficiency of abrasive application without diminishing effectiveness. Public awareness of the project will be accomplished through project related staff reports/agenda items submitted to the Washoe County Board of Commissioners and a written summary of the project submitted to the Incline Village/Crystal Bay Citizens Advisory Board (CAB).

Spreader operation and maintenance information will be collected and reported. The information will be used to characterize costs and benefits of the spreaders and to assist with decisions on adjusting the spreader protocols and road operation strategies to achieve pollutant load reductions and inform annual reports and future credit declarations. The information also will be used to provide NDEP and EPA with annual estimates of pollutant load reductions.

The project goals and objectives are:

Goals

- Implement the Lake Tahoe TMDL to improve the clarity of Lake Tahoe by reducing pollutants of concern in urban stormwater runoff washed off Washoe County roadways and reaching Lake Tahoe and its tributaries.
- Improve the efficiency of the bulk material spreader operation and cost effectiveness.

Objectives

- Purchase BAT bulk material spreaders with in-cab controls and GPS automation and tracking, and operate them on Washoe County maintained streets in the Lake Tahoe Basin.
- Decrease the average annual amount of bulk abrasive used on Washoe County roadways in the Lake Tahoe Basin by 15%.
- Operate and maintain the new spreaders for a minimum period of five (5) winter seasons.
- Evaluate the effect of new spreaders on the county's abrasive application operations with efficient tracking and reporting of the change in amount of applied abrasive materials, in spreader O&M costs, and change in spreading protocols over the life of the project.
- For the project and Lake Clarity Crediting Program, track and report the dates, number of hours, and costs of operating and maintaining the BAT spreaders over five (5) winter seasons.

3. Tasks

Task 1.0 Project Management, Administration and Reporting

- 1.1 Project Oversight: Provide all technical and administrative services as needed for contract completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations. County shall promptly notify the NDEP Contract Coordinator of events or proposed changes that could affect the scope, budget, or schedule of work performed under this agreement.
- 1.2 Project Reporting: Ensure that the contract requirements are met through completion of quarterly progress reports and a final project report. Quarterly and final reports shall describe activities undertaken and the accomplishments toward achieving project goals, objectives and tasks. Furthermore, the final report shall describe the successes and failures toward accomplishing project goals and provide recommendations for future improvements or modifications, if needed.
 - 1.2.1 Quarterly Progress Reports: shall be submitted on a schedule no less frequent than quarterly, no later than the 10th of April, July, October and January. Reports shall be of sufficient detail to provide a basis for payment of invoices; if not, then additional

information as requested by the NDEP Contract Coordinator must be provided before reimbursement of expenditures.

1.2.2 Final Project Report: a Draft Final Project Report is required to be submitted no later than six (6) weeks prior to the termination date of this contract. The Contract Coordinator shall have two (2) weeks to review and comment on the Draft Report. Comments shall be addressed and incorporated into the Final Report, due one (1) week prior to the contract termination date.

1.3 Invoicing: Assure that the contract requirements are met through submittal of invoices that are linked to the progress reporting period. Only expenses for work or purchases completed may be contained on the invoice. Appropriate back-up documentation for expenses and for matching funds must be provided.

Task Deliverables: 1.1 Notification of work plan changes, if any; 1.2.1 Quarterly progress report; 1.2.2 Draft and final project reports; 1.3 Quarterly invoices and backup documents

Task 2.0 Purchase Two (2) Bulk Material Spreaders

2.1 Follow Washoe County Purchasing Department's criteria for bidding and awarding the bid. Before release of the bid package, provide NDEP contract coordinator opportunity to review and comment on draft spreader specifications and bid package.

2.2 Purchase two (2) bulk material spreaders and provide documentation to NDEP.

Task Deliverables: 2.1 Draft and final bid package; 2.2 Two (2) bulk material spreaders; documentation of purchase and cost.

Task 3.0 Spreaders Used on County-Maintained Roads

3.1 Develop and provide a description of the initial spreading protocols for County maintained roads that incorporate use of the BAT spreaders. Describe how protocols focus on reduction in abrasive material applied and operational efficiency.

3.2 Operate the spreaders consistent with Washoe County's most current spreader protocols. Periodically evaluate protocols for improvements to optimize pollutant load reduction and summarize adjustments annually.

3.3 In the final project report (task 1.2.2) provide a lessons learned summation describing final spreading protocols with BAT spreaders, changes to protocols over life of the five year project, and the effect on material application and operational efficiency.

Task Deliverables: 3.1 Year one report on initial spreader protocols; 3.2 Annual summary on status/change in spreading protocols and adjustments; 3.3 Report on final spreading protocols and lessons learned with use of BAT spreaders in final project report

Task 4.0 Report Spreading Effort and Results

4.1 Track and report annual operation and maintenance activities and costs to assess efficiency and effectiveness of spreading protocols. The types of measures to track and format of report will be prepared by Washoe County and agreed to by the NDEP contract coordinator and Washoe County

project manager, which may include: miles sanded, day of operations, number of hours of operations, operational costs, maintenance costs, and amount of abrasives applied.

- 4.2 Report annual and cumulative amounts of materials applied by the BAT spreaders.

Task Deliverables: 4.1 O&M Activities Tracking and Reporting approach; 4.2 Annual and cumulative report on materials applied by the spreaders.

Task 5.0 Assessment and Disposal of Spreaders

- 5.1 After the fifth winter season of operation, evaluate if the spreaders still have additional useful life. If the spreaders remain cost-effective to operate and maintain, perform evaluation after each succeeding winter season they remain in operation. Once the spreaders have outlived their useful life, coordinate the disposal of the spreaders in compliance with federal funding requirements and in a method mutually agreeable to NDEP and Washoe County.

5.1.1 Prepare a draft and final plan for spreaders disposal; provide NDEP opportunity to review and comment on draft disposal plan; prepare final plan for NDEP approval.

5.1.2 Document spreaders disposal and provide documentation.

Task Deliverables: 5.1.1 Draft and final plan for spreader disposal; 5.1.2 Documentation of disposal of spreaders.

C. SCHEDULE OF DELIVERABLES

Deliverable	Schedule or Due Date
Task 1 Project Management, Administration and Reporting	
Progress Report	Quarterly, per task 1.2.1
Draft Project Report	Prior to termination, per task 1.2.2
Final Project Report	
Invoicing - Reimbursement Request and Matching Funds	Quarterly, per task 1.3
Task 2 Purchase Two (2) Bulk Material Spreaders	
2.1 Draft bid package for review	May 2014
2.1 Final bid package	June 2014
2.2 Copy of purchase documentation	August 2014
Task 3 Spreaders Used on County-Maintained Roads	
3.1 Develop spreading protocols	September 2014
3.2 Operate spreaders per County protocols	Winter Seasons 2014 to 2019
Task 4 Report Spreading Effort and Results	
4.1 Method of tracking and reporting spreaders activities	October 2014
4.2 Annual report on spreaders activities	May 2015 (Annual)
Task 5 Assessment and Disposal of Spreaders	
5.1 Draft spreaders disposal plan	July 2019 or year of disposal
5.1 Final spreaders disposal plan	August 2019 or year of disposal
5.2 Documentation of disposal of spreaders	September 2019 or year of disposal

D. BUDGET

BUDGET DETAIL - Washoe County Tahoe Basin Spreaders						
Category	Hours	Rate	319(h) Funds	Cash Match	In-Kind Match	Total Budget
Salaries		Hourly				
Senior Licensed Engineer	60	\$48.23			\$2,893.80	\$2,893.80
APWD Engineering/County Engineer	40	\$59.25			\$2,370.00	\$2,370.00
Road Supervisor	110	\$31.62			\$3,478.20	\$3,478.20
Heavy Equipment Operator, IV	1700	\$26.50			\$45,050.00	\$45,050.00
Equipment Services/Purchasing Manager	40	\$44.91			\$1,796.40	\$1,796.40
Fiscal Compliance Officer	60	\$35.07			\$2,104.20	\$2,104.20
Fringe		% of Hourly				
Senior Licensed Engineer	60	37.00%			\$1,070.71	\$1,070.71
APWD Engineering/County Engineer	40	36.00%			\$853.20	\$853.20
Road Supervisor	110	45.00%			\$1,565.19	\$1,565.19
Heavy Equipment Operator, IV	1700	47.00%			\$21,173.50	\$21,173.50
Equipment Services/Purchasing Manager	40	40.00%			\$718.56	\$718.56
Fiscal Compliance Officer	60	40.00%			\$841.68	\$841.68
Operating						
Fuel					\$25,000.00	\$25,000.00
Truck maintenance, prorated					\$35,000.00	\$35,000.00
Spreader maintenance, prorated					\$12,500.00	\$12,500.00
IDC (for FY 2013- varies annually)		% of Salaries				
Includes office space, utilities, phone, computer etc. based on salaries.		32.79%			\$18,917.40	\$18,917.40
Equipment						
Bulk Spreader			\$175,000.00	\$10,000.00		\$185,000.00
TOTAL			\$175,000.00	\$10,000.00	\$175,332.84	\$360,332.84

COSTS BY CATEGORY - Washoe County Tahoe Basin Spreaders				
CATEGORY	REIMBURSABLE 319 (H) FUNDS	IN-KIND MATCH	CASH MATCH	TOTAL BUDGET
Salaries		\$57,700		\$57,700
Fringe Benefits		\$26,200		\$26,200
Operating		\$72,500		\$72,500
IDC		\$18,900		\$18,900
Equipment	\$175,000		\$10,000	\$185,000
TOTAL	\$175,000	\$175,300	\$10,000	\$360,300
319 (H) FUNDS = 48.60%		MATCH FUNDS = 51.40%		
C:\Users\kcorbridge\Documents\319h spreader budget KOC Jan 2014.xlsx				

ATTACHMENT B

Additional Agency Terms & Conditions

**ATTACHMENT B:
ADDITIONAL AGENCY TERMS & CONDITIONS
SUBGRANT CONTROL #DEP-S 14-022, Washoe County**

1. The Nevada Division of Environmental Protection shall pay no more compensation than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Subgrantee or by the Subgrantee's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$75.27 per hour.
2. ***NDEP shall only reimburse the Subgrantee for actual cash disbursed.*** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the Subgrant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Subgrantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Subgrantee shall provide with each invoice a detailed fiscal summary that includes the approved Subgrant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.
3. The Subgrantee shall, as part of its approved scope of work and budget under this Subgrant, provide third party match funds of not less than: \$185,300.00. If match funds are required, the Subgrantee shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and Attachment C (Third Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Subgrant.
4. Unless otherwise provided in Attachment A (Scope of Work), the Subgrantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.
5. All payments under this Subgrant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Subgrant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Subgrant. If funds are not received from either source for the specific purposes of this Subgrant, NDEP is under no obligation to supply funding for this Subgrant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Subgrant. Nothing in this Subgrant shall be construed to provide the Subgrantee with a right of payment over any other entity. If any payments that are otherwise due to the Subgrantee under this Subgrant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Subgrantee if sufficient funds later become available.
6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.
7. Any funds obligated by NDEP under this Subgrant that are not expended by the Subgrantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Subgrant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Subgrantee. The Subgrantee shall have no claim of any sort to such unexpended funds.
8. The Subgrantee shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	12%	10%
Services	07%	25%
Supplies	13%	28%
Equipment	11%	23%

The Subgrantee agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Subgrantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Subgrant is in effect and within fifteen (15) calendar days after the termination date of this Subgrant.

10. The books, records, documents and accounting procedures and practices of the Subgrantee or any subcontractor relevant to this Subgrant shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Subgrantee in the performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Subgrantee, at the Subgrantee's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee's obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Subgrant, the Subgrantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Subgrantee will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Subgrant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Subgrant or after the conclusion of the use of the property for the purposes of this Subgrant during its term, be returned to NDEP at the Subgrantee's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Subgrantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Subgrant purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Subgrantee, NDEP may elect to terminate the Subgrant and to have the property immediately returned to NDEP by the Subgrantee at the Subgrantee's expense. To the extent authorized by law, the Subgrantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Subgrantee or the Subgrantee's agents or employees or any subcontractor or their agents or employees.

14. The Subgrantee shall use recycled paper for all reports that are prepared as part of this Subgrant and delivered to NDEP. This requirement does not apply to standard forms.

15. The Subgrantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Subgrant by the Subgrantee or the Subgrantee's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Subgrantee, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Subgrant by NDEP or NDEP's agents or employees.

16. The Subgrantee and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Subgrant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Subgrant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Subgrant shall be brought in the First Judicial District Court of the State of Nevada. The Subgrantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Subgrant, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Subgrantee and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.

18. The Subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Subgrant without the prior written consent of NDEP.

ATTACHMENT C

Third Party Match Record Keeping Requirements

ATTACHMENT C
To the Subgrant between
Nevada Division of Environmental Protection
And
Washoe County, DEP-S 14-022

THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS

- A. If not included in the budget submitted in Attachment A of the contract, the Subgrantee shall provide to the Nevada Division of Environmental Protection (NDEP) a detailed match budget clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first invoice.
- B. With each invoice, the Subgrantee shall submit a detailed match schedule that includes: (1) the total match budget; (2) match expenditures for the current period; (3) cumulative match expenditures; and (4) balance remaining. Cash and in-kind expenditures must be identified separately
- C. The Subgrantee shall establish a file dedicated to this contract that includes the following:
 - 1. For any declared in-kind contributions:
 - (a) An itemized listing of each employee's hourly rate, including the justification for the rate such as the current "Prevailing Wage Rates for Nevada Counties", NRCS cost-share rates, etc. .
 - (b) A Fringe Benefit detail and explanation.
 - (c) A copy of an approved Overhead/Indirect Cost Allocation Plan.
 - (d) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (e) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (f) Copies (or originals) of logs/schedules for equipment usage.
 - (g) Signed statements noting fair market value for in-kind donations of materials or supplies.
 - 2. For any declared cash contributions,
 - (a) An itemization of each employee's hourly rate including fringe benefits, overhead, and indirect cost.
 - (b) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (c) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (d) Copies (or originals) of logs/schedules for equipment usage.
 - (e) Copies (or originals) of invoices for materials, supplies, equipment, etc.
- D. The Subgrantee agrees and acknowledges that:
 - 1. Neither the costs nor the values of third party match contributions being used to satisfy the match requirements of the attached contract have been or will be used to satisfy a cost share or match requirement of another federal grant agreement, federal procurement contract, or any other award of federal funds.
 - 2. Third-party match contributions or expenditures must be made within the effective dates of:
October 01, 2010 through June 30, 2018.
 - 3. All financial records, including match documentation, relevant to this project shall be retained by the Subgrantee for three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed.
 - 4. Reported match contributions deemed inappropriate or unreasonable during the invoice review process may be disallowed.
 - 5. NDEP may, at any time, audit the Subgrantees contract files to ensure compliance with the Third Party Match Record-Keeping Requirements. Reported match contributions deemed inappropriate or unreasonable during an audit may be disallowed.
 - 6. NDEP may require the Subgrantee to repay any funds provided to the Subgrantee under the attached contract that the Subgrantee is unable to match or provide adequate documentation for the reported match.

Marjorie Hilke

From: Ed Skudlarek
Sent: Tuesday, April 17, 2018 11:59 AM
To: Marjorie Hilke
Cc: Jason Kuchnicki
Subject: FW: 2018 Q3 (Jan-Mar) Bulk Spreaders Quarterly Grant Report & Grant Extension Request DEP-S 14-022 Washoe County Tahoe Basin Bulk Material Spreaders
Attachments: 2018 Q3 Bulk Spreader Quarterly Grant Report_final20180413.pdf

Marjorie,

Ben Jesch, Washoe County's current project manager, has requested an extension to the subgrant agreement, currently set to run out June 30, 2018. The extension gives the County opportunity and time to reach the match target. Ben requests a new termination date of December 31, 2019. The email below contains the request in Ben's words.

Would you please prepare the contract paperwork to record the extension of the project contract DEP-S 14-022?

Thank you,

-Ed

From: Jesch, Ben [BJesch@washoecounty.us]
Sent: Friday, April 13, 2018 4:25 PM
To: Ed Skudlarek
Cc: Dyer, Trish; Klein, Kris; Smith, Dwayne E.
Subject: 2018 Q3 (Jan-Mar) Bulk Spreaders Quarterly Grant Report & Grant Extension Request

Hi Ed,
Please see the attached copy of the quarterly report for the Washoe County Tahoe Basin High Bulk Material Spreaders Grant (Grant No DEP-S 14-022).

In accordance with our phone conversations on April 12, Washoe County would like to request an extension to this grant for the bulk spreaders. The grant is currently set to expire June 30, 2018, but we would like to request that the grant be extended through December 31, 2019, in order to meet our match requirements for the grant. Due to abbreviated operation timeline (Washoe has only operated the spreader units for 3 winters instead of the originally planned 5), one or two below average winters requiring less abrasive application, and mechanical issues with the truck(s) carrying the spreaders, the County has not yet met its in-kind match requirements for the grant. As of the end of this past quarter, Washoe County has \$9,969.69 of in-kind match requirement remaining; we fully expect to meet this amount by the extended date. Thank you for your consideration of the grant extension.

Feel free to contact me if you have any questions or need additional information.

Thank you,

Ben Jesch, P.E.

Licensed Engineer | Washoe County Community Services Department
bjesch@washoecounty.us | o 775.954.4635 | 1001 E. Ninth St., Bldg. C | PO Box 11130, Reno NV 89520



Connect with us: [cMail](#) | [Facebook](#) | [Twitter](#) | <http://www.washoecounty.us>