

## SUB-GRANT AGREEMENT

THIS CONTRACT, entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2018 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 **Washoe County School District** a non-profit organization organized under Section 501(c)(3) of the US Internal Revenue Code, having a business address located **425 East Ninth Street, Reno, NV 89512**, DUNS number **006571145** (hereinafter referred to as the Subgrantee").

### WITNESSETH:

**WHEREAS**, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and on behalf of LEPC members, Washoe County made applications to the Nevada State Emergency Response Commission (SERC) for the **2019 SERC United We Stand**. These funds are not for research and development.

**WHEREAS**, in response to the applications, Washoe County is subgrantee of federal and state funds through the Nevada State Emergency Response Commission under a number of grant awards and Washoe County as subgrantee and fiscal agent for LEPC desires to further subgrant these funds to the government agencies that are members of LEPC and whose requests were submitted by Washoe County on behalf of LEPC; and

**WHEREAS**, the grant funds received from the Nevada State Emergency Response Commission will provide for the assistance to jurisdictions to relate to emergency Response to acts of terrorism, and

**WHEREAS**, Washoe County, as the designated subgrantee under the grant awards referred to herein, as fiscal agent for LEPC, and as Grantee herein, desires to pass through to the Subgrantee funds in the amount of **\$9,718.00** to assist the Subgrantee 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 Contract.

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

### **1. PURPOSE**

The intent of this Contract is to pass through to the Sub-Grantee funding from the State of Nevada State Emergency Response Commission, to provide funding for equipment to regional first responder's for response to hazardous materials incidents. The outcome of this grant is to purchase **two Active Assailant Response Kits** to strengthen the regions ability to respond to Acts of Terrorism.

## **2. SCOPE OF WORK**

Washoe County School District, a LEPC discipline will purchase equipment for their first responding agency. The equipment purchase is outlined under Section 4- Compensation.

## **3. REPORTING**

### **Quarterly Reports**

Sub-Grantee agrees to provide all data necessary for the development and submission of the SERC Quarterly Report, and to provide the data in the format determined by County. Sub-Grantee will provide written performance and financial reports to County on a quarterly basis, by the 10<sup>th</sup> day of the month directly following the last month of each quarter.

### **Financial Reports**

Financial reports and reimbursement requests must be submitted quarterly by the 10th day of the month directly following the last month of each quarter. Documentation to include: 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 Contract, and subject to all terms and conditions set forth herein, the County shall reimburse sub-grantee for actual direct costs associated with the SERC grant, in an amount not to exceed **nine thousand, nine hundred twenty-seven dollars. (\$9,927.00).**

### **Grant # 19-UWS-16-01**

<b>Description</b>	<b>Amount</b>
2 Protech Ballistic Blankets, Level IIIA	6,268.98
2 MCI Kits	1,180.68
2 Multi-purpose Breaching Kits	<b>770.00</b>
2 Squad Boxes to secure, store, and transport equipment	<b>1,499.42</b>
WCSD Contribution	- <b>1.08</b>
Total	<b>\$9,718.00</b>

Reimbursement requests must be submitted no less than quarterly.

Form of financial backup. Sub-Grantee shall be reimbursed after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract. Sub-Grantee agrees, that all costs of any activity receiving funds pursuant to this Contract, 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 Contract shall become effective once approved by the authorized official of each party and shall remain in effect through **June 30, 2019**. All of the services required hereunder shall be completed by **June 30, 2019**.

## **6. AMENDMENT- ASSIGNMENT**

This Contract 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 Contract without the express written consent of the other party.

## **7. TERMINATION**

Either party may terminate this Contract 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.

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## **8. NOTICES**

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

### **COUNTY**

Washoe County  
Kelly Echeverria  
EM Program Coordinator  
Manager's Office  
5195 Spectrum Blvd.  
Reno, NV 89512  
775-337-5859

### **SUB-GRANTEE**

Washoe County School District  
Tracy Moore  
Central Sgt.  
425 East Ninth Street  
Reno, NV 89512  
775-325-2013

## **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 Contract.

County will monitor Sub-Grantee activities to ensure that the grant dollars are used for authorized purposes in compliance with the 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 SERC administrators, auditors, and other authorized individuals. The awarding agency and any of their authorized representatives have the right to access any books, documents, papers or other records of grantees and subgrantees, which are pertinent to the 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 SERC grant budget, prior to expending funds from a category other than what has been previously approved.
- B. 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 Contract, the Sub-Grantee must follow:

- C. **Lobbying.** The Sub-Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- D. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for Contracts/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in **Exhibit A** attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.
- E. **Legal Actions Against Sub-Grantee.** If any legal action is filed against the Sub-Grantee, the Sub-Grantee shall immediately notify County staff.
- F. **Grounds for Reduction of Compensation or Termination of the Contract.** The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation 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 Contract;
- (3) Expenditures under this Contract 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 Contract;
- (5) Failure of the Sub-Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
- (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 Contract;
- (8) Failure of the County to appropriate or budget money for the purposes specified in this contract.

## **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 Contract. 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 medical and patient records.

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### **13. GOVERNING LAW/MISCELLANEOUS**

This Contract shall be governed, interpreted and construed in accordance with the laws of Nevada. Any action brought pursuant to this Contract shall be brought in Washoe County, Nevada. If any provision of this Contract shall be held or declared void or illegal for any reason, all other provisions of this Contract which can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Contract are intended solely for convenience; they are not part of this Contract and shall not affect its construction.

#### **WASHOE COUNTY**

\_\_\_\_\_  
John Slaughter  
Washoe County Manager

Date \_\_\_\_\_

ATTEST:

Date\_\_\_\_\_

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

#### **WASHOE COUNTY SCHOOL DISTRICT**

By:\_\_\_\_\_  
Jason Trevino  
Chief of Police

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