

State of Nevada Office of the Secretary of State

(hereinafter referred to as the Department)

NOTICE OF SUBAWARD

Agency Ref. #: <u>90.404-C016</u> Appr Unit: 105119

GL: 8516

Grant Award Date by

Federal Agency:

03/23/2020

Job Number: 9040420C

Program Name: FFY2020 HAVA CARES Act Jacob Roberts jjroberts@sos.nv.gov 775-684-7195		Subrecipient's Name: Deanna Spikula dspikula@washoecounty.us 775-328-3674
Address: 101 N. Carson Street, Suite 3 Carson City, NV 89701		Address: 1001 E 9 th St., Bldg. A, Rm 135 Reno, NV 89512
<u>Subaward Period</u> : 3/23/2020 – 12/01/2020		Subrecipient's: EIN: 88-600138 Vendor #: T40283400 Dun & Bradstreet: 073786998
Purpose of Award: CARES Act Election Expensions Region(s) to be served: □ Statewide ☒ Spe		Vashoe
Approved Budget Categories:		FEDERAL AWARD COMPUTATION:
1. Voting Processes	\$441,826.00	Total Obligated by this Action: Cumulative Prior Awards this Budget Period: Total Federal Funds Awarded to Date: \$ 441,826.00 \$ 0.00 \$ 441,826.00
2. Staffing	\$0.00	Match Required □ Y ⋈ N Amount Required this Action: Amount Required Prior Awards: \$ 0.00 \$ 0.00
3. Security & Training	\$0.00	Total Match Amount Required: \$ 0.00 Research and Development (R&D) □ Y ⋈ N
4. Communications	\$0.00	Federal Budget Period: 03/23/2020 through 12/31/2020 Federal Project Period:
5. Supplies	\$0.00	03/23/2020 through 12/31/2020
TOTAL APPROVED BUDGET	\$441,826.00	

Terms and Conditions:

Silver Spring, MD 20910

US Election Assistance Commission

1335 East West Highway – Suite 4300

Agency Approved Indirect Rate: N/A

Source of Funds:

In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriate funds.
- 2. Expenditures must comply with any statutory guidelines and the State Administrative Manual.
- 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented

% Funds:

100

- 4. Subrecipient must comply with all applicable Federal regulations
- 5. Financial Status Reports and Requests for Reimbursements must be submitted by **December 1, 2020**, unless specific exceptions are provided in writing by the grant administrator.

CFDA:

90.404

FAIN:

n/a

Federal Grant #:

NV20101CARES

Subrecipient Approved Indirect Rate: N/A

Incorporated Documents:		Section E:	Audit Information Request;
Section A:	Grant Conditions and Assurances;	Section F:	Current/Former State Employee Disclaimer;
Section B:	Description of Services, Scope of Work and Deliverables;		• •
Section C:	Budget and Financial Reporting Requirements;		
Section D:	Request for Reimbursement;		

Name	Signature	Date
Deanna Spikula		
Washoe County Registrar of Voters		
Wayne Thorley		
Deputy Secretary for Elections		

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. The Office of the Secretary of State (hereafter referred to as "Department") 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 Department 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 Department 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 Department or Recipient from its obligations under this Agreement.
 - The Department 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 Department 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 Department. 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 Department, become the property of the Department, 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 Department 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 Department may declare the Recipient ineligible for any further participation in the Department'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 Department may withhold funding.

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.

- 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 E 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 department 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 Office of the Secretary of State 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
 - o 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;
 - o 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 the Office of the Secretary of State 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;
 - o 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 Department 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

Description of Services, Scope of Work and Deliverables

Washoe County Election Department, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County

Goal 1: Describe the primary goal the program wishes to accomplish with this subaward.

1. To prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle. Printing of additional ballots and envelopes for potential higher levels of absentee or vote by mail processes Registration List Activities to improve the accuracy and currency of registrant addresses Upgrades of statewide or local databases to allow for online absentee or mail ballot requests or change of address Additional mailing and postage costs, including ballot tracking software Acquisition of additional voting equipment, including high speed or central count tabulators and hardware and software associated with signature comparison of returned absentee or mail ballots 1. Invoices / Receipts 2. Proof of Payment to include printout from accounting system are copy of payment to vendor.	Objective	Allowable Cost	Due Date	Documentation Needed
Installation and security for absentee or mail drop-boxes Temporary elections office staffing Cleaning supplies and protective masks and equipment for staff and poll workers in early voting, vote center, or election day polling places Overtime salary and benefit costs for elections staff and poll workers Training of poll workers on sanitization procedures for in-person voting Public communication of changes in registration, ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process. Mailings to inform the public on changes or determination of procedures of coronavirus precautions, options in voting, and other voting information. Pre- and post-election deep cleaning of polling places Leasing of new polling places when existing sites must be closed Additional laptops and mobile IT equipment	To prevent, prepare for, and respond to coronavirus, domestically or internationally, for the	Printing of additional ballots and envelopes for potential higher levels of absentee or vote by mail processes Registration List Activities to improve the accuracy and currency of registrant addresses Upgrades of statewide or local databases to allow for online absentee or mail ballot requests or change of address Additional mailing and postage costs, including ballot tracking software Acquisition of additional voting equipment, including high speed or central count tabulators and hardware and software associated with signature comparison of returned absentee or mail ballots Installation and security for absentee or mail drop-boxes Temporary elections office staffing Cleaning supplies and protective masks and equipment for staff and poll workers in early voting, vote center, or election day polling places Overtime salary and benefit costs for elections staff and poll workers Training of poll workers on sanitization procedures for in-person voting Public communication of changes in registration, ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process. Mailings to inform the public on changes or determination of procedures of coronavirus precautions, options in voting, and other voting information. Pre- and post-election deep cleaning of polling places Leasing of new polling places when existing sites must be closed		Invoices / Receipts Proof of Payment to include printout from accounting system and copy of payment to

SECTION C

Budget and Financial Reporting Requirements

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number NV20101CARES from 3/23/2020 - 12/01/2020

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE-SFY21

Expense Category	Total Cost
Voting processes (printers, scanners, hardware)	\$441,826.00
Staffing (temporary staff for sanitizing, etc.)	\$0.00
Security and Training (staff training on prevention etc.)	\$0.00
Communications (voter education, info, etc.)	\$0.00
Supplies (additional laptops, masks, gloves, etc.)	\$0.00

TOTAL BUDGET	Total:	\$441,826.00
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- Office of the Secretary of State policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. 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.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Ownership of Data and Intellectual Property

All data (including without limitation, written, printed, graphic, video and audio material, and information contained in any computer database or computer readable form) generated in the course of conducting the Services (the "Data") and related to the Services will be the State's property. Any copyrightable work created in connection with performance of the Services and contained in the Data will be considered work made for hire, whether published or unpublished, and all rights therein will be the property of the State as employer, author and owner of copyright in such work. Subreceipient understands and agrees that the underlying rights to the intellectual property and materials that are the subject of each Project Agreement, including, without limitation, all intellectual property rights in the State's products, are owned solely by the State. Neither the subreceipient, its Affiliates nor any of their respective Subcontractors will acquire any rights of any kind whatsoever with respect to the State's products as a result of conducting Services hereunder. All rights to any know-how, trade secrets, developments, discoveries, inventions or improvements (whether or not patentable) conceived or reduced to practice in the performance of work conducted under this Agreement by the subreceipient's or its Affiliates' employees, or independent contractors, either solely or jointly with employees, agents, consultants or other representatives of the State (the "Intellectual Property"), will be owned solely by the State. The subreceipient, its Affiliates and their respective employees and Subcontractors will sign and deliver to the State all writings and do all such things as may be necessary or appropriate to vest in the State all right, title and interest in and to such Intellectual Property. The subreceipient will promptly disclose to the State any such Intellectual Property arising under this Agreement. The State may, in its sole discretion, file and prosecute in its name and at its expense, patent applications on any patentable inventions within the Intellectual Property. Upon the request of the State, and at the sole expense of the State, the subreceipient will execute and deliver any and all instruments necessary to transfer its ownership of such patent applications to the State and to enable the State to file and prosecute such patent applications in any country. Notwithstanding the foregoing, the State agrees that the subreceipient possesses or may in the future possess analytical methods, computer technical expertise and software, which have been independently developed by the subreceipient and which will remain the sole and exclusive property of the subreceipient, except to the extent that improvements or modifications include, incorporate or are based upon the State's information. Improvements or enhancements made to the subreceipient's processes or methods which are independently developed incidental to the provision of Services hereunder will remain the sole property of the subreceipient. The State may use this information of the subreceipient free of charge for interpretation purposes or regulatory authorities' purposes or for any purposes required for the achievement of the scope and objectives of a Project Agreement.

Data Security

The subreceipient shall implement safeguards and procedures to prevent unauthorized access to, and the destruction, loss, misuse or improper alteration of, all Confidential Information provided as part of this subgrant. If the subreceipient becomes aware of any unauthorized access to the State's Confidential Information, it shall report immediately in detail such incident to the State and take appropriate remedial actions. The subreceipient will comply with all NRS and NAC requirements relating to data or information security. In addition to such requirements, the subreceipient will also adhere to data security requirements and procedures, that provide for, without limitation: (i) the highest industry standard security systems, computers and technologies, including firewalls and encryption; (ii) physical security procedures, including security guards and regular monitoring of all work areas if applicable; (iii) background checks on appropriate personnel; (iv) restriction of use and copying of Confidential Information on a "need-to-know" basis and only at authorized locations; (v) regular monitoring of the transport and storage of Confidential Information; (vi) regular monitoring of password procedures; and (vii) regular and random monitoring of other employees providing services.

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 the total approved budget listed on page 1.
- · Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Procurement documentation (RFP, PO, etc.), Invoices, and Proof of Payment
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- Any un-obligated funds shall be returned to the Department 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 December 1, 2020, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department, the funds must be returned to the Department within 15 days of identification.

The Department agrees:

• The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department 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 Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due no later than December 1, 2020
- 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 E

Audit Information Request

1.	Non-Federal entities that expend \$750,000.00 or more in total federal aw program-specific audit conducted for that year, in accordance with 2 CFR			a single or	
2.	Did your organization expend \$750,000 or more in all federal awards duri organization's most recent fiscal year?	ng your	☐ 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.

Agency Ref.#: SOS20001

SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any c	urrent	or former employees of the State of Nevada assigned to perform work on this subaward?
YES		If "YES", list the names of any current or former employees of the State and the services that each person will perform.
NO		Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.
Name		Services
Subrecip		grees that any employees listed cannot perform work until approval has been given from the

Subaward Packet Page 9 of 9 Agency Ref.#: SOS20001

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