



# NEVADA DIVISION OF FORESTRY

## NOTICE OF SUBGRANT AWARD

<b>Subgrantee's Name and Payment Address (Must match DUNS registered name):</b> Washoe County Regional Parks & Open Space 1001 E. 9 <sup>th</sup> Street Reno, NV 89512  <b>Fed. Tax ID or ETIN:</b> 88-6000138 <b>Vendor:</b> T40283400 J <b>SAM Expiration:</b> 11/24/2020 <b>DUNS :</b> 073786998  <b>NOTE:</b> All subgrantees must establish a vendor number before payment can be made. If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.	<b>Subgrant Number:</b> LSR18-21-0001 <b>Subgrant Project Title:</b> Washoe County Parks and Open Space Weed Management and Revegetation <b>Federal funds obligated by this action:</b> <u>\$100,000.00</u>  <b>Total amount of Federal Funds Obligated to Sub-recipient:</b> <u>\$100,000.00</u>  <b>Subaward Period of Performance:</b> Effective Date: <u>Date of last signature (State Forester)</u> Expiration Date: June 30, 2023  <b>Final report &amp; reimbursement request:</b> Due no later than 45 days after project completion or date of expiration, whichever occurs first.
<b>Subgrantee Primary Contact:</b> Joanne Lowden Natural Resource Planner, Community Services Dept. 1001 E. 9 <sup>th</sup> Street, Building A (775)328-2039 jlowden@washoecounty.us	<b><i>This Sub-award is granted pursuant to the following Federal Award:</i></b> <i>Federal Award ID name:</i> FY18 Landscape Scale Restoration, Consolidated Program Grant <i>Federal Award ID #(FAIN):</i> 18-DG-11046000-617 <i>Federal Award Date:</i> June 21, 2018 <i>Total Amount of Federal Award:</i> \$300,000 <i>Federal Award Project Description per FFATA:</i> Washoe County Weeds <i>CFDA#:</i> 10.664 <i>CFDA Name:</i> Cooperative Forestry Assistance
Is this award for Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Federally Negotiated Indirect Cost rate: <u>  10%  </u> (copy of NICRA must be provided to NDF)  <input type="checkbox"/> No negotiated Indirect Cost Rate	<b>Pass through entity and awarding official: :</b>  Nevada Division of Forestry Michelle Roberts, Conservation Staff Specialist II 2478 Fairview Drive, Carson City, NV 89701  Office Phone: 775-684-2552 E-mail: miroberts@forestry.nv.gov
<b>Description of Project:</b> This funding will be used to remove noxious weeds and re-establish native vegetation in Washoe County Park and Open Space areas. The project includes weed inventory, GIS mapping, chemical and mechanical treatments, and re-vegetation through planting of container stock and seeding. The project is summarized in the attached scope of work.	
<b>Deliverables, reporting requirements and due dates:</b> The subgrantee will implement the project as described in the attached scope of work. A final report detailing project accomplishments and associated shapefiles would be submitted within 45 days of project completion, and no later than August 14, 2023.	
<b>Measurements of project success:</b> Success will be measured by the number of acres inventoried, number of acres treated for noxious weeds, number of acres seeded, and number of acres planted.	



# NEVADA DIVISION OF FORESTRY

## ASSURANCES

### BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:

- Provide the above referenced deliverables to subgrantee by the due date specified
- Understand and comply with all local, state, and federal statutes, regulations, and requirements, including OMB guidance regarding federal awards and subawards.
- Understand and comply with the terms and conditions of the Federal award to ensure proper planning, management and completion of the project described in the original application and *Notice of Subgrant Award*. The grant application is hereby incorporated as an appendix to this Notice of Subgrant Award.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards
- Comply with the State of Nevada ethical standards, including but not limited to [NRS 281A](#) and [Executive Order 2011-02](#).

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through D and exhibits incorporated herein.

Typed Name/Title of Subgrantee Authorizing Official: <u>David Solaro, Assistant County Manager</u>	
Signature: _____	Date: _____

Name/Title, Nevada Division of Forestry Program Authorization: <u>Michelle Roberts, Conservation Staff Spec II</u>	
Signature: _____	Date: _____

Name/Title, Nevada Division of Forestry Fiscal Authorization <u>Doris Chelini, Management Analyst III</u>	
Signature: _____	Date: _____

Name/Title, Nevada Division of Forestry Administrator: <u>Kacey KC, Acting State Forester / Fire Warden</u>	
Signature: _____	Date: _____ (Grant Period Start Date)

Federal Grant Title:  
B/A 4195 Cat. 8795 Org 4352 CFDA 10.664 Job # 1066418L



**Nevada Division of Forestry  
Approved Subgrant Budget**

Subgrant Project Title: Washoe County Parks and Open Space Weed Management and Revegetation

Subgrant #:

Category	Subgrant Award	+	Subgrantee Match	=	Total
<u>Personnel/Labor</u>			\$30,000		\$30,000
<u>Travel*</u>	\$		\$		\$
<u>Equipment</u>	\$		\$		\$
<u>Operating/Supplies</u>	\$35,000		\$5,000		\$40,000
<u>Contractual (Subcontractor)</u> Grantee must supply NDF Grant/ Business Manager with one copy of each contract.	\$65,000		\$40,000		\$105,000
<u>Other (including training) – Volunteer Labor</u>	\$		\$22,000		\$22,000
<u>Indirect Charges</u>	\$		\$3,000		\$3,000
<b>TOTAL</b>	<b>\$100,000</b>		<b>\$100,000</b>		<b>\$200,000</b>

\* Any approved travel will be reimbursed at the current State of Nevada rates.

\* Any program income earned from activities supported by this award shall be reported and subject to 2 CFR 200.80

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.

\*Funding contingent upon approval of the Interim Finance Committee and allotted in the following way:

\$40,000 amount available from signature through 6/30/2021

\$60,000 amount available from 7/1/2021 through 6/30/2023



## NEVADA DIVISION OF FORESTRY FINANCIAL TERMS AND CONDITIONS

Subgrant Project Title: Washoe County Parks and Open Space Weed Management and Revegetation

Subgrant #:

1. **Federal Requirements**

Sub-grantees must comply with the following: (Available online at: [eCFR—Code of Federal Regulations](http://www.ecfr.gov))

**Nonprofit Organizations** 2 CFR 200.70, 2 CFR 200.104

**State and Local Governments, Indian Tribes** 2 CFR 200.54, 2 CFR 200.64, 2 CFR 200.90, 2 CFR 200.104

**Educational Institutions** 2 CFR 200.55, 2 CFR 200.104

2. **Procurement**

All sub-grantees must comply with state purchasing policies and procedures. Sub-grantee must obtain bids for all applicable services in the Approved Sub-grant Budget. **Sub-grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the six year storage period.**

3. **Equipment Purchases**

For the purposes of this sub-grant, equipment per the federal rule means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per unit. **Equipment purchases may not be allowable in all programs and must be pre-approved by the NDF grant program administrator.** Sub-grantees awarded equipment must follow all rules regarding use, management, and disposal as stated in the Code of Federal Regulations (2 CFR 200.33, 200.313 Equipment).

4. **Payment Methods**

All sub-grantees must establish a vendor number with the State of Nevada's Controller's Office before payment can be made. All Requests for Reimbursement or Advance Forms must be submitted with an original signature, preferably in colored ink other than black, and on the approved form sent by the NDF grant program administrator. All project expenditures (grant share and matching share) must be in accordance with items 1 through 3, as identified above, and within the approved sub-grant budget categories as they appear on page 2 of this document. Grantee may expect payment within thirty (30) days after sufficient documentation is submitted to NDF. Payment is in the form of:

a. **Reimbursement Requests**

Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice and check paying the invoice, voucher, or other proof of payment). Expenditures must be described in enough detail to determine allowability and reasonableness in accordance with the purpose of this sub-award. Please note on each document whether it applies to the sub-grant share or the matching share, and percentage of each allocation, if necessary. Final reimbursement request must be submitted to NDF no later than 45 days after expiration of the sub-grant.

b. **Advance Payments**

**Advance payments are not allowable in all programs and must be pre-approved by the awarding NDF grant program administrator.** Advance payments are based on estimated costs and cannot exceed the maximum amount needed for a 30-day period. **Sub-grantee must supply NDF with proof of purchase for any funds advanced within 30 days of receipt of advance, and any unexpended funds must be immediately refunded to the Nevada Division of Forestry.** Sub-grantee will then have an additional 30 days to supply NDF with proof of payment to the vendor/sub-contractor, for a total of 60 days from the receipt of advance to reconcile.

5. **Matching Share**

Documentation of matching share must be included with each advance reconciliation or reimbursement request. All items applied to matching share must be eligible, as identified in the Approved Sub-grant Budget and the applicable items 1 through 3, as listed above. Requirements for documentation of matching share are the same as the grant share, listed above.

a. **Volunteer labor rates** may be valued at the current rate on [http://www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html) for skilled labor if there is no other justifiable rate to base pay on.

b. **Volunteer equipment hours** may be valued at the fair market value for the sub-grantees local area or at the current NRCS rates available at [http://efotg.nrcs.usda.gov/efotg\\_locator.aspx?map=NV](http://efotg.nrcs.usda.gov/efotg_locator.aspx?map=NV) (click on your county, then on the + next to the sub-file labeled Section I, then on the + next to the cost data, and open the excel spreadsheet called LRF Practice Components Year).

6. **Audits**

Sub-grantees who expend over \$750,000 in federal funds in a year are required to comply with the Single Audit Act. Sub-grantees must send NDF a copy of any audit conducted in compliance with OMB Circular A-133 ([Circulars The White House](http://www.whitehouse.gov/the-press-office/2000/07/26/circular-a-133)) within 60 days of receipt of the audit report. NDF will respond to the audit within 90 days. If applicable, it is the sub-grantees responsibility to ensure that NDF is a recipient of a copy of the audit findings.

7. **Records Retention**

Sub-grantee must maintain records which adequately identify grant receipts and expenditures. **All records must be kept by sub-grantee for six years after the expiration of the sub-grant or pending matters are closed, whichever is later.** The books, records, documents and accounting procedures and practices of the sub-grantee relevant to this award shall be subject to inspection, examination and audit by the Grant Awarding Agency, the State of Nevada, the Nevada Division of Forestry, the Attorney General of Nevada, the State Legislative Auditor or any other designated agent.



## NEVADA DIVISION OF FORESTRY PROGRAM TERMS AND CONDITIONS

Subgrant Project Title: Washoe County Parks and Open Space Weed Management and Revegetation

Subgrant #:

This sub-grant is awarded under the terms of Public Law 95-313, Cooperative Forestry Assistance Act of 1978, as amended, Section 9, and accepted for the purpose described in the enclosed narratives. This sub-grant agreement shall become effective when the "Notice of Sub-grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the Nevada State Forester. NDF retains the right to terminate this sub-grant for cause at any time before completion of the program when it has determined the sub-grantee has failed to comply with the conditions of this agreement.

Sub-grantee certifies that grant funds for this project shall not be used to substitute for existing state, Tribal, or local government budgets.

### 1. Sub-grant associated changes requiring prior approval from NDF

The sub-grantee shall neither assign, transfer, nor delegate any rights, obligations or duties under this "Notice of Sub-grant Award" without the prior written consent from the Nevada Division of Forestry. Sub-grantee must notify NDF program administrator in ample time to give proper approval or complete any necessary paperwork well before the grant expires or the change is set to occur.

**If any of the conditions listed occur or are imminent, sub-grantee shall notify the NDF grant administrator immediately:**

- ☐ Change to scope of work
- ☐ Change to budget
- ☐ Change in key personnel
- ☐ Change in completion date of project (must be requested 30 days prior to current expiration)
- ☐ Change or substantially new systems
- ☐ Audit findings that result in enforcement action by a governmental entity
- ☐ Substantive change in financial condition
- ☐ Disengagement from the project for more than 3 months (unless contemplated in the grant application)

### 2. Printed Material

All printed material shall contain an Equal Opportunity Statement in compliance with Title IV of the Civil Rights Act of 1964 (P.L. 88-352). All printed material shall also contain a declaration of Federal and Nevada Division of Forestry assistance. Printed materials include but are not limited to: brochures, booklets, television segments, billboards, signs, videos, professional reports, and maps. Sub-grantee must supply NDF with two copies of all printed materials developed with funding in this sub-grant upon completion, termination or cancellation of this sub-grant. *(See Attachment A, Section F for additional information.)*

### 3. Clearances and Permits

The sub-grantee is responsible for obtaining all necessary permits and clearances, and for completing all plans associated with this project. This includes but is not limited to archaeological reports and clearances, timber harvest permits, landowner permission, stream environment zone clearances, threatened and endangered species clearances. In applicable projects, it is also the sub-grantee's responsibility to ensure property boundaries are clearly marked and all affected property owners have signed an agreement prior to the onset of work.

### 4. Project Maintenance

Sub-grantees agree to provide required maintenance as specified in the scope of work on page 1 of this document to sub-grant funded projects and equipment.

### 5. Cultural & Historic Properties

Per the Code of Federal Regulations- 36 CFR 800.13(b)(3) ( <http://www.achp.gov/regs-rev04.pdf>): if buried or previously unidentified historic, pre-historic or Native American artifacts are discovered during project activities; the sub-grantee shall cease all work immediately and notify the Nevada Division of Forestry within 48 hours of discovery.

### 6. Reports Required

Required reports will be specified in the scope of work on page 1 of this document. All sub-grantees shall submit a final report within 45 days of expiration of this sub-grant outlining financial status and project accomplishments and milestones. **Sub-grantees who have not submitted a final reimbursement request and final project report within the 45 day period or have not requested an extension to the expiration date at least 30 days prior to the original expiration may forfeit their sub-grant award and the ability to seek reimbursement from the Nevada Division of Forestry.** Sub-grantees shall have no claim to unexpended funds after completion, termination or cancellation of this Subgrant.

### 7. Indemnification

To the fullest extent permitted by the law, the sub-grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Sub-grantee, its officers employees and agents.



## 8. **Trafficking in Persons**

- a. Provisions applicable to a Recipient that is a private entity.
  1. You as the Recipient, your employees, contractors under this award, and contractors' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or contracts under the award.
  2. We as the State awarding agency may unilaterally terminate this award, without penalty, if you or a contractor that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 7 CFR 3017.
- b. Provision applicable to a Recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a contractor that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 7 CFR 3017.
- c. Provisions applicable to any recipient.
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any contract you make to a private entity.
- d. Definitions. For purposes of this award term:
  1. "Employee" means either:
    - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).





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**U.S. DEPARTMENT OF AGRICULTURE**  
**Certification Regarding Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Nevada Division of Forestry.

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the next page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<b>Washoe County Parks &amp; Open Space</b>	<b>Washoe County Parks and Open Space Weed Management and Revegetation</b>
Organization Name	Sub-grant Project Title or Number

David Solaro, Assistant County Manager
Name(s) and Title(s) of Subgrantee Authorizing Official(s)

Signature(s)

Date

**Nevada Division of Forestry**  
**Certification of Subgrantee Authorizing Official(s)**

Subgrant Project Title: Washoe County Parks and Open Space Weed Management and Revegetation  
Subgrant #:

**OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:**

(Completion of this section is optional. This section is to be used if someone other than is the Authorizing Official is authorized to make changes to the subgrant or complete any grant functions as mentioned below.)

I, David Solaro (name of Authorizing Subgrantee Official) certify that in addition to myself, the following are representatives of my organization authorized to sign the Request For Reimbursement or Advance Form, to submit the progress and/or final reports, and to request a change to the scope of work or approved budget.

(a) \_\_\_\_\_  
(Signature of Subgrantee Organization Representative)

Joanne Lowden, Natural Resource Planner  
(Typed/Printed Name& Title)

(b) \_\_\_\_\_  
(Signature of Subgrantee Organization Representative)

Jennifer Hoekstra, Fiscal Compliance Officer  
(Typed/Printed Name& Title)

(c) \_\_\_\_\_  
(Signature of Subgrantee Organization Representative)

\_\_\_\_\_  
(Typed/Printed Name& Title)

**AUTHORIZED SIGNATURE:**

(a) David Solaro, Assistant County Manager  
Typed Name and title of Subgrantee Authorizing Official

(b) \_\_\_\_\_  
Signature of Subgrantee Authorizing Official





## **Nevada Division of Forestry**

### **Acknowledgement of Receipt**

Subgrant Project Title: Washoe County Parks and Open Space Weed Management and Revegetation  
Subgrant #:

**By signing below, I hereby acknowledge that I have received a copy of the following:**

- OMB Circular Uniform Grants Guidance, 2 CFR Part 200
- OMB Frequently Asked Questions for 2 CFR Part 200
- United States Department of Agriculture Forest Service Circular FS-850 "Complying with Civil Rights Requirements"

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(Signature of Subgrantee Organization Representative)

David Solaro, Assistant County Manager  
(Typed/Printed Name& Title)