

Coronavirus State and Local Fiscal Recovery Funds

City of Reno Subrecipient Agreement

Project Name: City Hall Sculpture Public Art Project

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (this “Agreement”) is entered into this ____ day of December, 2024, by and between the CITY OF RENO, NEVADA, a municipal corporation (“City”), and Mike Burke (“Subrecipient”).

RECITALS

A. Subrecipient is an artist that provides specialized services relating to mural design and installation.

B. City has found Subrecipient qualified and experienced in the performance of said services and wishes to engage Subrecipient’s services.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, agreements and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, City and Subrecipient agree as follows:

ARTICLE I. CITY REQUIREMENTS

1. CONSULTING SERVICES. The scope and timing of services to be performed by Subrecipient are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference. No substantial changes in the scope of services shall be made without prior written approval of the City and Subrecipient. Changes in the scope of services resulting in additional services will be reimbursed as Subrecipient’s hourly billing rates as set forth in Exhibit A, or alternatively, as set forth in an executed work order.

2. TERM OF AGREEMENT. By execution of this Agreement, the City grants to the Subrecipient specific authorization to proceed, upon written notice, with the services described in Section 1 of this Agreement, and shall continue until conclusion of services as authorized by the City, or until November 30, 2025, whichever comes first.

3. COMPENSATION, REIMBURSEMENT AND METHODS OF PAYMENT. The total cost to City for the performance of the Services set forth in Section 1 shall not exceed NINETY THOUSAND DOLLARS AND NO CENTS (\$90,000.00). Subrecipient agrees to use its best efforts to perform the Services within such not-to-exceed amount (“NTE Amount”). If, at any time, Subrecipient has reason to believe that the total cost to City for the performance of the Services will be greater than NTE Amount, Subrecipient shall immediately notify City in writing to that effect, giving the revised estimate of such total cost for the performance of this Agreement. Subrecipient shall not be obligated to continue performance of the Services or otherwise to incur costs in excess of the NTE Amount set forth in this Agreement, unless and until City Attorney has notified Subrecipient in writing that such NTE Amount has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of the Services. **In the absence of the specified written notice, City shall not be obligated to reimburse Subrecipient for any costs in excess of the NTE Amount set forth in this Agreement, whether or not those excess costs were incurred during the course of the Agreement.** When and to the extent that the NTE set forth in this Agreement has been increased, costs incurred by

Subrecipient in excess of the NTE prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; unless City issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses. No notice to proceed or other direction from City shall be considered an authorization to Subrecipient to exceed the NTE Amount set forth in this Agreement in the absence of a statement in the notice to proceed, or other Agreement modification, increasing the NTE Amount for the performance of this Agreement.

- (a) Fee Basis. Fees shall be charged on an hourly basis for all services rendered.
- (b) Invoices. Subrecipient shall submit to City invoices based on the schedule in Exhibit A.
- (c) Invoice Requirements. As a condition precedent to any payment to Subrecipient under this agreement, Subrecipient shall submit to the City:
 - (1) a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted; and,
- (d) City Payments. Subrecipient shall receive payments from the City based upon approved invoices within thirty (30) days of invoice postmark date.

4. **RETURN OF UNSPENT FUNDS TO THE CITY.** If applicable, Subrecipient agrees to return to the City the balance of any unspent funds by December 10, 2026.

5. **FUNDING OUT.** Notwithstanding any other provision of this agreement, in the event that the City has failed to appropriate or budget funds for the purposes specified in this agreement, or that the City has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, or that the City fails to receive financial assistance allocated to the City by the State under The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, the City's obligation to fund any unpaid amounts shall be modified or eliminated in accordance with the City's appropriations or budget decision and the Agreement shall be deemed so modified or terminated without penalty, charge or sanction.

6. **SUBRECIPIENT PRINCIPAL IN CHARGE.** Mike Burke shall be responsible for the performance of services described herein, and shall supervise any services performed by other members of Subrecipient's firm. It is understood that Subrecipient shall coordinate its services with the City Manager, or their designee.

7. **EMPLOYMENT OF OTHER SPECIALISTS OR EXPERTS.** Subrecipient shall not employ or otherwise incur an obligation to pay any other firm, specialist or expert for services in connection with this Agreement without prior written approval of the City Attorney, or her designee.

8. **INTEREST OF MEMBERS OF CITY.** No member of the governing body of the City, and no other officers, employees or agents of City who exercise any functions or responsibilities in connection with the carrying out of any project to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

9. **INTEREST OF SUBRECIPIENT.** Subrecipient (including principals, associates and professional employees) covenants that it does not now have any interest and shall not acquire any interest, direct or indirect, in the area covered by any project of the City to which this agreement

pertains, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Subrecipient further covenants that in the performance of its duties hereunder, no person having any such interest shall be employed.

10. **INSURANCE.** Subrecipient shall maintain comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the City will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the City as an additional insured.

Subrecipient shall maintain during the term of this Agreement, and for a six-year period after completion of the term of this Agreement, errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000). As evidence of errors and omissions insurance coverage, the City will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the City. In addition, Subrecipient shall maintain during the term of this Agreement Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the State of Nevada. Subrecipient must also comply with all applicable state laws which require participation in any state workers' compensation fund.

11. **RECORDS.** Subrecipient's books, documents, papers and records ("records") specifically relating to this agreement shall be open to inspection and subject to audit, examination, excerpts and transactions, during working hours by the City, Reno City Attorney, the Reno Finance Department, or any of their duly authorized representatives at the expense of the City. Subrecipient shall maintain all records for five (5) years after the date of final payment and close of all other pending matters.

12. **REPORTING TO THE CITY.** Subrecipient shall provide a written report to the City summarizing project activities, expenditures, and project status quarterly as requested or until work is completed on April 10, 2022; July 10, 2022; October 10, 2022; January 10, 2023; April 10, 2023; July 10, 2023; October 10, 2023; January 10, 2024; April 10, 2024; July 10, 2024; October 10, 2024; January 10, 2025; April 10, 2025; July 10, 2025; October 10, 2025; January 10, 2026; April 10, 2026; July 10, 2026; October 10, 2026; and February 15, 2027. Report templates will be provided by City staff and must be filled out completely for each report. Subrecipient agrees to provide additional reports on an as-needed basis, and upon request, present to the City Council at a public meeting.

13. **INDEMNIFICATION.** To the fullest extent permitted by law, Subrecipient shall assume the defense of, indemnify and hold harmless the City and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Subrecipient or its sub-Subrecipients) and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorneys' fees and costs of investigation) that arise directly or indirectly, in whole or in part, from : (1) the services under this Agreement, or any part thereof, (2) any act or omission of Subrecipient, and sub-Subrecipients to the Subrecipient, anyone directly or indirectly employed by it, agents of Subrecipient, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any indemnitee, subject to the provisions set forth below in this section. Subrecipient assumes no liability for the sole negligence or willful misconduct of Indemnitees. Subrecipient's indemnification obligations for

claims involving “Professional Liability” (claims involving acts, error, or omissions in the rendering of professional services and “Economic Loss Only” (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of Subrecipient’s negligence or other breach of duty. Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to Subrecipient’s performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. **COPYRIGHTS.** The Artist shall retain all copyright and all other rights in and to any artwork(s) created under this Agreement, provided the Artist grants to the City and its agents, representatives, and successors in interest an irrevocable license to graphically depict the artwork in any non-commercial manner whatsoever. For the purpose of this limitation, the graphic or photographic depiction of the artwork(s) on materials designed to market or promote the City, or any other function or property of the City, shall be deemed to be a non-commercial use. The artwork(s) created under this Agreement are intended to become a recognizable landmark or feature of Reno, and for this reason, any depiction of the artwork(s) in film or television shall also be considered a non-compensable non-commercial use, intended to provide a setting for the film or television depiction, and thereby promote the City of Reno as a result of said depiction. If for any reason the installation of the Art Component is not implemented, all rights to the proposed artwork shall be retained by the Artist. The Artist agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Artist further agrees that the Work will not utilize any protected patent, trademark or copyright unless the artist has obtained proper permission and all releases and other necessary documentation. If the Artist specifies any material, equipment, process or procedure which is protected, the Artist shall disclose such patents, trademarks, and copyrights in the construction drawings and technical specifications. The Artist agrees to release, indemnify and hold harmless, the City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright that is protected by law.

15. **ARTIST’S RIGHTS.** The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably assure that the Work is properly maintained and protected, taking into account the recommendations of the Artist stated in the maintenance program provided by the Artist.

The City agrees that it shall not intentionally damage, alter, modify, change or substantially relocate the Work of the Artist without first conferring with the Artist and obtaining the prior written approval of the Artist, except in an instance where immediate modification or relocation may be necessary to ensure public safety. If a public safety issue does arise, City will confer with the Artist after modification or relocation to discuss how to best resolve the issue on a long-term basis without infringing on the integrity of the Work.

Notwithstanding the Artist’s refusal to provide (or the City’s failure for any reason to otherwise obtain) the Artist’s written approval provided for above, the City, in its sole discretion, shall have the right to remove any work of art providing the following terms and conditions are met:

- a. The removal proposal shall first be submitted to and considered by the City of Reno’s Arts & Culture Manager, who shall advise the City Manager. The City

Manager shall consider, but shall not be obligated to follow the recommendations of the Arts and Culture Commission.

b. If the City Manager decides to remove the Work, the Artist shall have the first right of refusal to purchase the Work at fair market value, providing it stands alone and is not integrated into a larger artwork, building or structure and can be removed without expense to the City. The Artist shall also retain the right to have his name removed from the Work.

During the Artist's lifetime the City shall make reasonable efforts to consult with the Artist regarding major repairs and restorations. The Artist shall not unreasonably withhold approval for any repair or restoration of the Work. If the Artist unreasonably fails to approve any repair or restoration within thirty (30) days, the City reserves the right to make or supervise such repairs and restorations. In the event that the City makes repairs or restorations not approved by the Artist, the Artist shall have the right, at his/her sole option, to have the Artist's name and association with the Work severed. To the extent practical, the Artist, during the artist's lifetime, shall be given the opportunity to make or supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided the City and the Artist shall agree, in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

16. INDEPENDENT CONTRACTOR. The parties agree that Subrecipient is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 284.173. The parties agree that Subrecipient is not a City employee and there shall be no:

- (a) Withholding of income taxes by the City;
- (b) Industrial insurance provided by the City;
- (c) Participation in group insurance plans which may be available to employees of the City;
- (d) Participation or contributions by either the independent contractor or City to any public employees retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by City if the requirements of NRS 612.085 for independent contractors are met.

17. CITY OF RENO BUSINESS LICENSE. If applicable, Subrecipient shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

18. NOTICES. Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

City of Reno:

Subrecipient:

City of Reno

Mike Burke

Attn: Megan Berner
P.O. Box 1900
Reno, NV 89505

325 Sunset Drive
Reno, NV 89509

19. **ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement shall not be assigned by either party without prior written consent of the other.

20. **INTEGRATION.** This agreement represents the entire understanding of City and Subrecipient as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

21. **JURISDICTION.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

22. **SUSPENSION OF WORK.** Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Section 19 of this Agreement.

23. **TERMINATION OF AGREEMENT.** This Agreement and all services rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, project data, reports and work product, at the option of the City, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Subrecipient shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

24. **WAIVER.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

25. **NON-DISCRIMINATION POLICY.** The parties hereto shall not discriminate in their employment practices against any person by reason of race, religion, color, sex, age or national origin and agree to comply with the provisions of said laws and orders as well as all laws and orders relating to the employment of the handicapped, the employment of veterans and the use of minority business enterprises to the extent any such laws and orders are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations, as now in force or hereafter amended, shall be deemed an integral part of this Agreement to the same extent as if written at length.

26. **LIMITED LIABILITY.** The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability

of both parties shall not be subject to punitive damages. Actual damages for any City breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

27. **BANKRUPTCY.** In the event either party applies for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, files a petition or an answer in seeking a reorganization or arrangement with creditors or, as a debtor, invoke or takes advantage of the provisions of any insolvency law, including without limitation any provision of the United States Bankruptcy Act, or any proceeding in any court is instituted seeking to adjudicate either party as a debtor, bankrupt or insolvent, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof given to the appropriate party, the other party may by unilateral notice terminate this Agreement effective on any future date specified in such notice.

28. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts, the conglomeration of which shall constitute a complete Agreement if signed by all parties hereto.

29. **SIGNATURES.** The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

30. **CONFLICT.** Notwithstanding the foregoing, the provisions of Article II shall prevail over any inconsistent provisions set forth in Article I or Exhibit A.

ARTICLE II.

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS

1. **USE OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **PERIOD OF PERFORMANCE.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2026.

3. **REPORTING.** Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **MAINTENANCE OF AND ACCESS TO RECORDS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by

Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. CONFLICT OF INTEREST. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (j) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (k) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (l) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (m) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (n) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. PUBLICATIONS. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Reno by the U.S. Department of the Treasury."

12. DEBTS OWED THE FEDERAL GOVERNMENT. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation

pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. **DISCLAIMER.**

- (a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- (b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. **PROTECTION FOR WHISTLEBLOWERS.** In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement for Professional Services as of the date first written above.

THE CITY OF RENO
a municipal corporation of the State of
Nevada

Mike Burke

By: _____
Hillary Schieve
Mayor

By: _____

ATTEST:

By: _____
Mikki Huntsman
City Clerk

APPROVED AS TO FORM ONLY

By: _____
City Attorney's Office

Exhibit A
Scope of Work and Budget

SUBRECIPIENT SHALL:

1. Secure written Notice to Proceed prior to commencing activities.
2. Develop working drawings.
3. Identify needed subcontractors and, following written approval from the Arts & Culture Manager, or designee, engage subcontractors to perform needed activities.
4. Fabricate and install the Work.
5. Coordinate fabrication/installation of the Work with the City, the Arts & Culture Manager, or designee, and other parties, as needed, to ensure timely completion of the work.
6. Install the Work by November 30, 2025, and coordinate that timeline and schedule with the City, and other parties as required by the Arts & Culture Manager or designee.
7. Promptly inform and secure written approval of the Arts & Culture Manager, or designee, and City for any significant change in the design, scope, size, materials, or installation of the Work.
8. Artist shall provide the City with a maintenance program for the Work, including a list of suppliers from whom materials and components may be purchased when necessary to allow the City to maintain, repair, or restore the work.

Proposed Artwork Design



Virginia st location



First St location

PAYMENT SCHEDULE

The fee will be paid to the Artist as follows:

First payment within 30 days of signature of agreement and receipt of an invoice, W-9, vendor verification in the amount of \$45,000.

Within 30 days of receipt of an invoice in the amount of \$45,000 following the completion and inspection of the Work.