

Federal Grant Subaward Contract

This Contract is made by and between **The Envirolution, Inc.**, a Nevada registered 501(c)(3) organization, and the City of Reno hereafter (“SUBRECIPIENT”) as follows. The United States Environmental Protection Agency (EPA) is the Federal awarding agency for this contract, with The Envirolution, Inc. as the pass-through entity to the Subrecipient.

1. Federal Award Information

- a. This contract covers the Subrecipient's provision of services or materials pursuant to the award of 2021 EPA Region 9 Environmental Education Grant funds RFA EE-21-09, CFDA 66.951.
- b. Assistance Listing Number: (from award document): 98T60501
- c. EPA Award Official:

Eileen Shanahan

Phone: 415-947-4184

Email: Shanahan.Eileen@epa.gov

- d. EPA Award Date: May 1, 2023
- e. EPA Obligation Closure Date (2 years from the award): April 30, 2025
- f. Subrecipient Period of Performance
 - i. Start Date: October 15, 2023
 - ii. End Date: October 31, 2024
- g. Total EPA Funds Obligated to Subrecipient: \$5,000.00 USD
 - i. This amount represents the maximum upper limit of funds available under this contract. Depending on project performance and actual costs documented and invoiced, the total amount received by Subrecipient may be less than this amount. Changes to this obligation may be made by formal amendment to this contract. Under no circumstances will the amount to Subrecipient exceed this obligation unless by formal amendment to this contract.
 - ii. The Envirolution, Inc. has accepted a 10% de-minimis indirect cost rate for this award. This indirect rate has been applied to the total direct award and is not included in or reduces the obligation to the Subrecipient above. For the purposes of this contract, all costs associated with Subrecipient’s activities are considered direct costs of services or materials, and no indirect is allowable.

2. Subrecipient Federal Entity Identification

- a. Subrecipient name as it is registered with SAM.GOV: City of Reno
- b. Subrecipient unique entity identifier with SAM.GOV: TH74SE96JVC7
- c. Subrecipient project lead/contact name: Suzanne Groneman
- d. Subrecipient project lead/contact email: gronemans@reno.gov
- e. Subrecipient project lead/contact phone: (775) 334-2067

3. Recitals

- a. **Certification.** Subrecipient certifies that neither he, she, or it, nor any sub-recipient thereof is suspended or debarred (nor is any principal thereof suspended or debarred) as an eligible individual or organization to receive federal, state, or local government funds, as listed in the list of Parties Excluded from Federal Procurement or NM Procurement programs, issued by the General Services Administration (GSA).
- b. **Work Product.** Any reports, studies, photographs, negatives, or other documents or drawings prepared by Subrecipient in the performance of its work under this Contract shall be the exclusive property of the Envirolution, Inc., and all such materials shall be remitted to the Envirolution, Inc. by Subrecipient upon completion, termination, or cancellation of this Contract. Subrecipient shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Subrecipient's obligations under this Contract without the prior written consent of the Envirolution, Inc..
- c. **Termination.** Notwithstanding the provisions of paragraph 2 above, this Contract may be terminated without cause by either party before its expiration upon the issuance of **thirty (30)** days' written notice of termination to the other party. Upon such termination, The Envirolution, Inc. shall pay Subrecipient the amount due for SERVICES rendered through the termination date. In addition, either party may terminate this Contract in the event the other party breaches this Contract, and such breach continues after the issuance of a written notice of breach and an opportunity to cure if the breach is capable of cure.
- d. **Office Space, Transportation, and Lodging Expenses.** As an independent Subrecipient, Subrecipient shall provide its office space, furniture, equipment, supplies, transportation, meals, and lodging. No office expenses, supplies, transportation, lodging, or meal expenses shall be paid or reimbursed to Subrecipient. For the convenience of students, staff, parents, and the public, The Envirolution, Inc. may allow Subrecipient use of office space or rooms for meetings on a non-exclusive basis.
- e. **Relationship of the Parties.** The parties acknowledge and agree that Subrecipient is an independent Subrecipient and NOT an employee of The Envirolution, Inc.. Nothing in this Contract should be deemed or construed as creating an employment relationship, partnership, or joint venture.
- f. **Indemnification.** Subrecipient agrees to indemnify, defend, and hold harmless The Envirolution, Inc., its trustees, administrators, managers, directors, employees, and agents, from and against any and all claims, demands, actions, causes of action, or liabilities which may be asserted against them arising from the performance of SERVICES under this

Contract by Subrecipient, to include the providing of defense and all reasonable attorneys' fees and costs.

- g. **Insurance.** Subrecipient will provide its own professional liability insurance mandated by any federal, state, local, or other governmental entity or professional or trade association having regulatory authority over Subrecipient's business, trade, or profession, as well as accident and general liability insurance coverage, to include without limitation automobile insurance, with limits reasonably acceptable to The Envirolution, Inc., and Subrecipient shall provide proof thereof in the form of a Certificate of Insurance issued by the insurer, which shall include a commitment by the insurer that the insurance shall not be canceled, terminated, or allowed to lapse without at least thirty (30) days prior written notice to The Envirolution, Inc.. A copy of said Certificate shall be marked **Exhibit C**, and attached to this Contract. If Subrecipient is a sole proprietor or single member LLC which does not and will not use the services of any employees in the performance of this Contract, then The Envirolution, Inc. will provide liability insurance for the protection of the public for acts of Subrecipient in the course and scope of providing SERVICES hereunder.
- h. **Confidentiality; Compliance with the Law, and Safety and Security Rules.** Subrecipient agrees to keep all confidential information regarding students and their educational records confidential and to comply with state and federal law requirements, including but not limited to the Family Educational Rights and Privacy Act. In addition, to the extent The Envirolution, Inc. becomes subject to any state or federal audit, investigation, or proceeding, Subrecipient agrees to participate in and cooperate with The Envirolution, Inc. in such audit, investigation, or proceeding and keep and maintain the confidentiality of all confidential information received during the course thereof.
- i. **Notices.** All notices required or permitted to be given by law or by the terms of this Contract shall be in writing and shall be considered given (1) upon personal service of a copy to the party to be served, (2) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail, or (3) when sent by electronic or facsimile communication followed by either personal delivery or mailing and if delivered by first class U.S. Mail, on the date mailed, postage prepaid, addressed to the party to be served and properly deposited in the U.S. Mail. Notices given pursuant to subparagraph (2) or (3) above shall be given to the party at the address listed near the party's signature on this Agreement's last page.
- j. **No Exclusivity.** This is not an exclusive contract. Either party is free to contract with others for the same or similar services as those provided for herein.
- k. **Work Product.** Any work product, including written reports, presentations, evaluations, etc., and any photographs, digital content, or other documents or drawings prepared by Subrecipient in the performance of its work under this Contract shall be the exclusive property of The Envirolution, Inc. All such materials shall be remitted to The Envirolution, Inc. by Subrecipient upon completion, termination, or cancellation of this Contract. Subrecipient shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Subrecipient's obligations under this Contract without the prior written consent of The Envirolution, Inc.

- l. **Entire Agreement.** This Contract constitutes the entire agreement and understanding between the parties. It supersedes any and all other agreements, communications, understandings, promises, stipulations, and arrangements, whether either oral or in writing or express or implied, between the parties hereto with respect to the subject matter hereof. Except as otherwise provided herein, no change or modification of this Contract shall be valid or binding unless the same is in writing and signed by the parties.
- m. **Waiver.** The claimed waiver of any provision of this Contract shall not be valid or enforceable unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future.
- n. **Severability.** If any of the provisions of this Contract shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected thereby. In such cases, the remaining provisions of this Contract shall remain fully enforceable to the maximum extent permitted by law.
- o. **No Assignment.** Except as otherwise provided herein, neither party to this Contract is permitted to assign, transfer, or delegate its rights, duties, or obligations under this Contract without the prior written consent of the other party.
- p. **Attorney's Fees.** If either party brings an action or proceeding, whether in arbitration, to enforce, protect, or establish any right or remedy under this Contract, the prevailing party to such action shall be entitled to recover from the other its reasonable attorney's fees and costs.
- q. **Choice of Law.** This Contract shall be governed by, construed, and interpreted per the laws of the State of Nevada.
- r. **Arbitration of Disputes.** The parties agree that any claim or dispute hereunder that the parties cannot resolve through good faith mediation shall be settled by arbitration, to be conducted by a single arbitrator selected by the parties, and in the event they cannot agree upon an arbitrator, the arbitrator shall be selected as provided for in Chapter 38 of the Nevada Revised Statutes, and in accordance with such statutes.
- s. **Binding Effect.** This Contract shall be binding upon and shall inure to the benefit and detriment of the parties thereto and their respective heirs, personal representatives, successors, and permitted assigns.
- t. **Gender and Number.** As used in this Contract, the masculine, feminine, or neuter gender, and the singular or plural number, shall be considered to include the others whenever the context so requires.

4. Scope of Subrecipient Activities

a. Specific services to be provided

- i. Acquire and manage an undergraduate collegiate intern who will:
 1. Support the development of curriculum and materials for a geothermal lesson
 2. Facilitate collaboration with Project ReCharge staff, students, and renewable energy professionals to help develop student-driven educational materials that will be integrated into the new Moana Aquatic Fitness Center community pool.
 3. Develop a project plan and timeline collaboratively with The Envirolution, Inc. staff, and manage project activities and in accordance with this timeline.
 4. Attend meetings twice monthly with The Envirolution, Inc. staff to develop and manage the project, ensure quality, coordinate activity, and review work products.
 5. Attend 1-2 coordinated design sessions with Northern Nevada students, scheduled and developed in collaboration with The Envirolution, Inc.
 6. Provide proofs of all work for The Envirolution, Inc.'s approval before any finalization, publication, or public display.
 7. Provide copies of raw files for all images, designs, and work products that may be opened in industry-standard editing software. Files shall include all fonts and art resources necessary to manage, update, or re-use this material.
 8. Follow all school district and city rules and regulations regarding student safety, interactions, and student photography/media use and liability release.
 9. Assign unrestricted copyright to The Envirolution, Inc. for all work products produced in this scope of work.
- ii. Involve The Envirolution, Inc. in selecting and approving the intern from a diverse and equitable pool of potential candidates drawn from area undergraduate programs emphasizing early childhood education.

b. Dates of performance

- i. <<developing above>>

c. Invoice or billing method

- i. Subrecipient shall invoice The Envirolution, Inc. for \$5000.00 USD on net-30 payment terms upon signing this agreement. The invoice shall include payment method by either direct bank ACH or check. No credit card or payment app/vendor/3rd party pay solutions may be positioned in the transaction between The Envirolution, Inc. and Subrecipient.

- ii. Along with the signature on this agreement, Subrecipient shall furnish a completed W-9 signed within 365 days from the date signed below.

d. Reporting

- i. Subrecipient shall make available all financial statements, audits, transaction records, and progress or financial reports related to the project so that The Envirolution, Inc., and Federal auditors may verify compliance with 2 CFR 200.332 as well as 2 CFR Part 200, Subpart D, Post Federal Award Requirements for Financial and Program Management, and 2 CFR Part 200, Subpart F, Audit Requirements.
- ii. Subrecipient shall support The Envirolution, Inc. in producing both narrative and financial statements and documentation related to all program activities in a timely manner for periodic performance and final reporting to the EPA.

e. Document Retention

- i. Subrecipient shall retain all financial statements, records, and reports related to the project for no less than 7 years and will promptly provide these records to The Envirolution, Inc. and the EPA upon request.

5. Federal Requirements & Compliance Agreements

- a. Subrecipient shall fully comply with all applicable Federal, State, and local laws and regulations related to the performance of services under this contract except where state or local laws and provisions are inconsistent with EPA regulations. In the event of a conflict, EPA will be consulted by all parties regarding precedence, venue, and relevance and provide final determinations.
- b. Additionally, Subrecipient shall specifically comply with:
 - i. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
 - ii. Reporting Subawards and Executive Compensation under the Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
 - iii. Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant FeeCap."
 - iv. EPA's prohibition on paying management fees as set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."
 - v. The Procurement Standards in 2 CFR Part 200, including those requiring competition when the Subrecipient acquires goods and services from Subrecipients (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
 - vi. For states and other public recipients, any and all contracting and or other activities are not conditioned in a manner that would disadvantage applicants based on their religious character.
 - vii. Best practices regarding public procurement for services and equipment as described in the following EPA publication: <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>

IN WITNESS WHEREOF, the parties hereto have executed this Contract and intend to be legally bound thereby.

Subrecipient

The Envirolution, Inc.



To inspire and empower the next generation of leaders and workers who will drive the growth of a sustainable economy.

envirolution.org | 775-229-8488

Signature:

Name:

Title:

Organization:

Date:

Phone:

Email:

Physical Address:

Exhibit A

Current Subrecipient W-9 Form