

State of Nevada
Department of Conservation and Natural Resources
State Historic Preservation Office
NOTICE OF SUBGRANT AWARD

This Subgrant Agreement is entered into between the **Nevada State Historic Preservation Office** (hereinafter referred to as "SHPO" or "STATE") and SUBGRANTEE named below (hereinafter referred to as "SUBGRANTEE").

SUBGRANTEE Name / Payment Address (matching DUNS registration)	City of Reno 1 E. 1 st Street Reno, NV 89501	Subgrant Project Title Subgrant Number	NAPC - CAMP NV-23-10010
UEI Number	TH74SE96JVC7	Award Amount	\$5,500.00
Federal Tax ID / ETIN	88-6000201		
SAM Expiration	08/24/2024	Work Start Date	01/01/2024
Vendor Number	T40266000 D	Termination/Work End Date	02/29/2024
Under Federal Award ID #	P23AF00929	Progress Report 1 Due	NA
		Progress Report 2 Due	NA
		Final Project Report/Reimbursement Due	03/29/2024

<u>SUBGRANTEE</u>		<u>SHPO</u>	
Contact Name / Title: Contact Address: Contact Phone / Fax / Email:	Melissa Hafey Management Assistant 1 E 1 st Street Reno, NV 89501 (775) 775-334-2400 hafeym@reno.gov	Contact Name/Title: Contact Address: Contact Phone / Fax / Email:	Carla Cloud Grants & Projects Analyst 901 South Stewart Street, #5004 (775) 684-3441 (775) 684-3442 (fax) ccloud@shpo.nv.gov
		Contract Manager / Notices	Carla Cloud
Key Official	Doug Thornley, City Manager	Key Grant Official	Rebecca L Palmer, State Historic Preservation Officer

Project Description/Purpose: The City will contract with the National Alliance of Preservation Commissions, to hold a local Commission Assistance and Mentoring Program (CAMP) with the city's Historic Preservation Committee, community leaders, and staff. The goal is to educate, raise awareness and understanding of the benefits of undertaking historic preservation activities. The CAMP training will assist the City of Reno in achieving the goals of the 2021 ReImagine Reno Master Plan including to "protect and preserve Reno's heritage and historic assets."

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Project: Phase 1 Survey and Inventory (East Fourth Street)

Number: NV-23-10010

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GRANT CONDITIONS AND ASSURANCES

BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES THAT:

This subgrant award is subject to the appropriation and availability of funding.

SUBGRANTEE must comply with the terms and conditions of this agreement, applicable state and federal regulations, the terms of the federal award, and the Historic Preservation Fund Grants Manual and the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation.

Expenditures must comply with any statutory guidelines, including OMB guidance regarding federal awards and subawards, the HPF Subgrant Application Manual, Nevada Revised Statutes and the Nevada State Administrative Manual, and be consistent with the narrative, objectives, and budget.

SUBGRANTEE shall comply with State of Nevada ethical standards, including but not limited to NRS 281A, Executive Order 2011-02, and Executive Order 2019-02

The following attachments and exhibits are hereby incorporated by reference as a part of this Notice of Subgrant Award, and the project is subject to the conditions and limitations set forth therein:

- SUBGRANTEE's grant application
- Project Terms and Conditions
- Budget and Financial Terms and Conditions
- Certifications and Assurances

Signature below indicates acceptance of this subgrant award, and all terms and conditions stated herein:

Name / Title of SUBGRANTEE Authorizing Official: <u>Doug Thornley, Reno City Manager</u>	
Signature: _____	Date: _____
SHPO Program Authorization: _____ Date: _____	
SHPO Fiscal Authorization: _____	
Name / Title of SHPO Administrator: _____	
Signature: _____	Date: _____

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PROJECT TERMS AND CONDITIONS

1. SHPO approval

SUBGRANTEE shall obtain prior approval from SHPO, before beginning or changing project, for:

- a. Proposed changes in key project personnel identified in the application or award.
- b. Visual and/or written specifications for proposed work, or for any project changes.
- c. Problems or changes in scope of work, budget, product, and performance reporting.

2. Project reporting

SUBGRANTEE shall provide all reports as requested and required by SHPO on the dates specified.

SHPO may de-obligate any remaining subgrant funds from SUBGRANTEE if 180 days elapse without a required reimbursement request.

SUBGRANTEE shall provide SHPO with an acceptable final report of the project. Reimbursement requests will not be processed before receipt of required project reports. SHPO may withhold ten percent (10%) of total federal portion pending resolution of an incomplete reports.

SUBGRANTEE shall have no claim to unexpended funds after completion, termination, or cancellation of this subgrant.

Upon successful completion and acceptance of final report by SHPO, SHPO will issue an official letter to SUBGRANTEE to close out the grant.

3. In case of failure by SUBGRANTEE to comply with federal statutes, regulations, or the terms and conditions of this award, SHPO may impose additional conditions, demand immediate repayment of all or part of any reimbursements made to SUBGRANTEE, or take one or more of the following actions pursuant to 2 CFR 200.338: a) Suspend reimbursements for a period of thirty (30) days, pending correction of the deficiency; b) Disallow all or part of the cost of the activity or action not in compliance; c) Terminate, or wholly or partly suspend, the award; d) Recommend suspension or debarment proceedings as authorized under 2 CFR 180 and federal regulation; e) Withhold further awards; f) Other remedies as may be legally available.
4. Acknowledgment of support must be made in any news release or printed material produced as a part of the grant, or describing or promoting the project, as follows:

Any news release or printed material describing or promoting the project, or any material produced as a result of the grant, shall contain the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a Department of the Interior grant."

Publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, this subgrant shall include the following statements:

The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the Nevada State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties.

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Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1201 Eye Street, NW, Washington, DC 20005.

5. This award is subject to the requirements (federal, state financial and program assurances) established by the federal government, the State of Nevada, and the National Park Service, as well as any state and local code, ordinances, and policy. SUBGRANTEE and its contractors will permit on-site inspections by NPS representatives and will effectively require their employees and review board members to furnish such documentation as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and NPS directives on the effectiveness, legality, and achievements of the grant-assisted program.
6. **Proprietary Information**
Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be a consideration under this funding agreement) or any other documents or drawings, prepared or, in the course of preparation, by SUBGRANTEE or its contractor in performance of its obligations under this funding agreement shall be the exclusive property of SHPO and all such materials shall be delivered into STATE possession by SUBGRANTEE or its contractor upon completion, termination or cancellation of this funding agreement. SUBGRANTEE (or its subcontractors) shall not sue, willingly allow, or cause to have such materials used for any purpose other than performance of SUBGRANTEE's (or subcontractors) obligations under this funding agreement without the prior written consent of SHPO. Notwithstanding the foregoing, SHPO shall have no proprietary interest in any materials licensed for use by SHPO that are subject to patent, trademark or copyright protection.
7. **Indemnification**
To the fullest extent permitted by the law, SUBGRANTEE 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 SUBGRANTEE, its officers, employees, and agents under this agreement.
8. This funding agreement shall be construed and interpreted according to the laws of the State of Nevada.

Termination

9. SHPO may terminate this agreement for cause at any time before completion of the project upon finding:
 - a. failure to comply with the provisions of this agreement and its incorporated documents by SUBGRANTEE or its contractor;
 - b. failure to make reasonable progress;
 - c. payment delinquency or other unsatisfactory financial conditions of SUBGRANTEE which endanger grant performance;

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- d. impairment of SUBGRANTEE's match sources;
 - e. attempt to influence any agent of the State of Nevada in regard to a funding agreement by SUBGRANTEE or its contractor;
 - f. failure to disclose a material conflict of interest relative to the performance of this award by SUBGRANTEE or its contractor.
- 10.** Either party may terminate this agreement upon written notice for any of these reasons:
- a. failure of SUBGRANTEE or its contractor to satisfactorily perform work or requirements within specified time;
 - b. if permits or clearances to complete the work lapse or become invalid;
 - c. due to financial conditions of SUBGRANTEE or its contractor that endanger grant performance;
 - d. other circumstances beyond SUBGRANTEE'S control that prevent completion of the project.
- 11.** SUBGRANTEE may terminate this agreement upon written notice if SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement.
- 12.** In the event of termination of this funding agreement for any reason, the parties agree that these provisions survive termination:
- a. SUBGRANTEE or its contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by SHPO;
 - b. SUBGRANTEE or its contractor shall execute any documents and take any actions necessary to effectuate an assignment of this funding agreement if so requested by SHPO;
 - c. SUBGRANTEE or its contractor shall preserve, protect, and promptly deliver into STATE possession all proprietary information in accordance with Paragraph 10, Proprietary Information, of this agreement.
 - d. SUBGRANTEE shall retain records related to funds received and make them available for examination, according to the Financial and Recordkeeping Terms and Conditions.
 - e. SUBGRANTEE shall promptly refund any disallowed expenditures that have been reimbursed by SHPO.

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BUDGET AND FINANCIAL TERMS AND CONDITIONS

APPROVED SUBGRANT BUDGET		
SUBGRANTEE	City of Reno	
End Date	02/29/2024	
	FEDERAL SHARE	
	Contractual	\$5,500.00
		0.00
		0.00
	FEDERAL SHARE SUBTOTAL	\$5,500.00
	NON-FEDERAL MATCHING SHARE	
	Personnel	\$872.90
		0.00
		0.00
	NON-FEDERAL SHARE SUBTOTAL	\$872.90
	PROJECT TOTAL	\$6,372.90

SCOPE OF WORK

This project shall support the completion of the following:

- The National Alliance of Preservation Commissions (NAPC) will perform a 1-2 day Commissioner Assistance and Mentoring Program (CAMP) for up to thirty (30) participants (excluding host staff members). Included in the fee are all training materials, speaker expenses (honoraria, travel, lodging, and per diem), shipping costs, and a one-year complimentary membership for all CAMP participants.
- This workshop will cover six (6) Topics

Topic 1: Why Preserve? An introduction to Historic Preservation

Topic 2: Legal Basics

Topic 3: Identifying and Designating Historic Resources

Topic 4: Community Engagement and Building Public Support

Topic 5: Diversity, Equity and Inclusion in Local Preservation

Topic 6: Conservation Districts

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- **The City of Reno will provide a Final Report to the SHPO providing the key takeaways of the training topics, no later than March 29, 2024.**
- **The City of Reno will provide a Reimbursement Request no later than March 29, 2024.**

1. SUBGRANTEE must comply with the applicable sections of 2 CFR 200.

2. Payment to SUBGRANTEE

- a. All Request for Reimbursement must be signed by an Authorized Official or Authorized Representative, and submitted with original signature, preferably in ink color other than black.
- b. SHPO reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by SHPO or pending an inspection by SHPO to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement. SHPO may withhold ten percent (10%) of total federal portion until SHPO has received the final completion report and accepted its content.
- c. SUBGRANTEE shall have no claim to unexpended funds after completion, termination, or cancellation of this Subgrant.
- d. Work performed before the Start Date or after the End Date of the agreement is not eligible for reimbursement or match, and reimbursement requests received after the due date will not be eligible for reimbursement or match.
- e. The maximum allowable hourly rate for labor is \$82.57. SUBGRANTEE agrees that anything paid above this amount by SUBGRANTEE or its contractors is the responsibility of SUBGRANTEE and not eligible for reimbursement or match.
- f. SUBGRANTEE may expect payment within thirty (30) days after sufficient documentation is submitted to SHPO.
- g. All project expenditures (grant share and matching share) must be in accordance with Project Terms and Conditions and the Approved Subgrant Budget and incurred within the project period.
- h. Payments to SUBGRANTEE shall not exceed the full award amount.
- i. Any progress payment made by SHPO shall not constitute nor be construed as a waiver by SHPO of any breach of covenant or any default which may exist on the part of SUBGRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to SHPO.
- j. Progress payments may be made at the discretion of SHPO upon completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
- k. Any program income generated from activities supported by this award shall be reported and subject to 2 CFR 200.80.

3. Reimbursement Requests

Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice, and copy of check, voucher, or other proof of payment). Expenditures must be described in enough detail to determine allowability and reasonableness in accordance with the Purpose and Description of the

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project and the Approved Budget. Each document should indicate whether it applies to the subgrant share or the matching share, and percentage of each allocation, if necessary.

4. Advance Payments

Advance payments are not allowable in all programs. They must be pre-approved by the SHPO Administrator and are subject to terms established at the time of advance payment.

5. Final Report and Payment

SUBGRANTEE agrees to provide a complete financial accounting of all expenditures to SHPO with a final Reimbursement Request form, no later than the Final Report Due Date. Any unexpended advance funds shall be returned at that time. Any unobligated funds shall be de-obligated from the award by SHPO.

6. 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 Subgrant 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. Federal money may not be used to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation and approved by SHPO.

7. Equipment

For the purposes of this subgrant, "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 must have prior written authorization from SHPO Authorized Official. SUBGRANTEE must follow all rules regarding use, management, and disposal of equipment as stated in 2 CFR 200.

8. PROCUREMENT

Grant funds must be used only for allowable costs of the activities for which the HPF grant was awarded and are subject to the applicable cost principles. Accounting records must be supported by source documentation such as canceled checks, paid bills, payrolls, contract and subgrant award documents, etc.

Any approved Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. Receipts are required for lodging, airfare, rental car, ground transportation, parking, and similar expenses.

Purchases must comply with the following Procurement Procedures, and any contracts or subawards must require compliance with the same terms:

PROCUREMENT PROCEDURES:

- ❖ SUBGRANTEE must comply with state purchasing policies and procedures.
- ❖ All procurement transactions shall be conducted in a manner that provides maximum open and free competition and comply with 2 CFR 200. SUBGRANTEE must obtain bids for all applicable services in the Approved Subgrant Budget.

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- For any procurement totaling more than \$25,000:
 - competitive sealed bids are required. Bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks, and a fixed-price contract awarded to the responsible bidder whose bid, conforming with the invitation for bids, is lowest in price.
- procurement contract shall include the following contract provisions or conditions:
 - provisions or conditions to allow for remedies in instances where contractors violate or breach contract terms and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
 - provision for access, by the federal government and SHPO or authorized representatives, to any records of the contractor directly pertinent to that specific contract.
- ❖ SUBGRANTEE shall maintain records sufficient to detail the history of a procurement, including, at a minimum, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.
- ❖ SUBGRANTEE shall retain procurement records for a period of 3 years after payment of final reimbursement request, or until any pending litigation, claim, or audit findings involving the records have been resolved.

9. Recordkeeping and Records Retention

SUBGRANTEE shall keep and maintain accurate records of receipts, expenditures, bids, and selection of vendors, including in-kind, supported by source documents and sufficient to identify the funds received and for the preparation of reports required by law, and shall make such records available upon request to SHPO, its designated auditors, federal agencies, and other authorized governmental agencies for review, audit and investigation, for the effective period of the grant as well as the records retention storage period.

SUBGRANTEE shall retain financial records, supporting documents, statistical records, and all other records pertinent to this grant for a period of 3 years after payment of final reimbursement request, or until any pending litigation, claim, or audit findings involving the records have been resolved.

10. Audits

SUBGRANTEES meeting the Federal threshold of \$750,000 in expended federal grant funds within their fiscal year shall comply with responsibilities as defined in 2 CFR 200 Subpart F, including but not limited to:

- a. Procure or otherwise arrange for the audit required by this part in accordance with §200.509 Auditor selection, and ensure it is properly performed and submitted when due in accordance with §200.512 Report submission.
- b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements.
- c. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511 Audit findings follow-up, paragraph (b) and §200.511 Audit findings follow-up, paragraph (c), respectively.

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- d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

SUBGRANTEE must send one (1) copy of the final audit report to SHPO within two (2) weeks of SUBGRANTEE's receipt of any such audit report.

Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Omni-Circular (2 CFR 200.501), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity (SHPO), General Accounting Office (GAO) and State.

Audits may be required by SHPO and shall be at the expense of SUBGRANTEE. Any expenditures by SUBGRANTEE that are not allowed by State accounting practices, or that are outside the terms of this agreement, are not eligible for reimbursement. Any such expenditures that have been reimbursed shall be refunded to SHPO.

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CERTIFICATIONS AND ASSURANCES

SUBGRANTEE certifies that it will comply with the following conditions, and will require compliance in any contracts supported by this subgrant:

Corrupt Practices

The award and administration of this subgrant must be accomplished free from bribery, graft, kickbacks, and other corrupt practices, and compliant with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). For breach or violation of this prohibition the award may be canceled, and any payments recovered.

Equal Employment Opportunity and Civil Rights

As certified in HPF Subgrant Application, SUBGRANTEE will comply with, and grant awards will be governed by, all applicable statutes and Executive Orders on equal employment opportunity including enforcement provisions, as implemented by, but not limited to, Department of the Interior Policies, published in 43 CFR 17. These laws prohibit discrimination on the basis of race, color or national origin, handicap, age; and regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This assurance shall apply to all aspects of the SUBGRANTEE's operations including those parts that have not received or benefited from Federal financial assistance: for any real property or structure thereon provided or improved under this subgrant, the SUBGRANTEE, or transferee, while the real property or structure is used for the described or similar purpose, or for any personal property provided under this subgrant, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the SHPO.

Lobbying and Political Activities

No expenditure of grant funds will be made to influence legislation pending before the Congress, for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

Conflict of Interest

Neither SUBGRANTEE, nor its contractors, will enter into any arrangement in connection with a project in which any employee of the SHPO has any financial or private interest.

No officer or employee of the SHPO will have an interest in this agreement or the proceeds thereof, except unpaid assistance not charged to the grant.

Environmental compliance

SUBGRANTEE will comply with the requirements of the National Environmental Policy Act (NEPA) and related legislation, regulations, and Executive Orders, as they apply to the Historic Preservation Fund grant program, and requirements regarding Floodplain and Wetlands Management.

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Copeland Anti-kickback Act

SUBGRANTEE will comply with the Copeland Anti-Kickback act (18 U.S.C. 874):

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Name / Title of SUBGRANTEE Authorized Certifying Official: **Doug Thornley, Reno City Manager**

Signature: _____ Date: _____

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CERTIFICATION OF SUBGRANTEE AUTHORIZING OFFICIALS

OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:

(Completion of this section is *optional*.)

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

I 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:

Name / Title of SUBGRANTEE Authorized Representative: _____

Signature: _____

Name / Title of SUBGRANTEE Authorized Representative: _____

Signature: _____

Name / Title of SUBGRANTEE Authorizing Official: **Doug Thornley, Reno City Manager**

Signature: _____ Date: _____