

STEVE SISOLAK
Governor



STATE OF NEVADA
NEVADA DEPARTMENT OF VETERANS SERVICES
6630 South McCarran Blvd, Building C, Suite 204
Reno, Nevada 89509
(775) 688-1653 • Fax (775) 688-1656

October 6, 2022

April Wolfe, CTRS Therapeutic Recreation Specialist
City of Reno-Parks, Recreation, and Community Services
1301 Valley Road
Reno, NV 89512

Dear Ms. Wolfe,

The Nevada Department of Veterans Services is pleased to enclose the Adaptive Sports Programs for Disabled Veterans and Disabled Member of the Armed Forces Grant Agreement (SPORTS-22-099-Reno) in the amount of \$21,595.

The grant performance period is September 30, 2021, through September 30, 2022. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Should there be a need for modifications to the approved budget; advance approval is required from this Department.

Please complete the following tasks:

- Sign **two copies** of the original award, federal and state assurances, and the Risk Pre-Check or **1 copy** if sending via email.
- Return the signed original grant awards, the signed federal and state assurances, and the Risk Pre-Check to the Nevada Dept. of Veterans Services, 6330 S. McCarran Blvd., Bldg. C, Ste. 204, Reno, Nevada 89509.
- A signed original grant award will be returned to you for your records once signed by our office.

If you have any questions, or if we can be of assistance with the administration of this grant, please contact me or Michael Henry at (775)825-9758

"Serving Nevada's Heroes",

With Respect,

A handwritten signature in blue ink that reads "Joseph Theile".

Joseph Theile
Executive Officer/CFO



Nevada Department of Veterans Services
6630 S. McCarran Blvd, Bldg. A, Suite 204
Reno, Nevada 89509
(775) 825-9752

SUB-GRANT AGREEMENT

This Sub-grant Agreement is entered into between the Nevada Department of Veterans Services (referred to as ‘Grantor’) and the City of Reno-Parks, Recreation, and Community Services (referred to as ‘Sub-grantee’).

Sub-Grantee	City of Reno-Parks, Recreation, and Community Services	Grant Name	64.034 Grants for Adaptive Sports Programs for Disabled Veterans and Disabled Members of the Armed Forces.
		Grant Identifier	SPORTS-22-099-RENO
Address	1301 Valley Road Reno, NV 89512	Award Amount	\$21,595
		Performance Period	10/01/2022 – 09/30/2023
Contact Name	April Wolfe, CTRS	Contact Title	Therapeutic Recreation Specialist
Contact Phone	775-333-7765	Contact Email	wolfea@reno.gov

Under the terms and conditions of this Agreement, the sub-grantee agrees to complete the Project as described in the project description, and the State of Nevada, Department of Veterans Services agrees to fund the Project not to exceed the Award Amount for costs described in the cost description.

APPROVED BUDGET for PROJECT:

EXPENDITURE CATEGORY	BUDGET AMOUNT
Operations	\$ 9,800
Supplies	\$ 4,995
Travel	\$ 6,800
Other (Marketing)	\$ 0
Equipment	\$ 0
Training	\$ 0
TOTAL AWARD	\$ 21,595

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government, the State of Nevada, and the Nevada Department of Veterans Services as well as any local code, ordinances, and policy. This award is subject to the availability of federal funding. Special Conditions: This project is approved subject to the conditions and limitations set forth on the following page(s): Financial and Program Assurances, Federal Certifications, Scope and Timeline of Work and Line Item Detailed Budget.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Joseph Theile, Executive Officer/CFO	
Name and Title of Appointing Official	Name and Title of Authorized Official
X	X
Signature of Appointing Official Date	Signature of Authorized Official Date

TERMS AND CONDITIONS OF GRANT

The Sub-grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of products and reports as specified in this Agreement. The Sub-grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

ARTICLE I : RESPONSIBILITIES

Grantor agrees to:

- A. Provide funding to Sub-grantee in accordance with this Sub-grant Agreement and Federal, state, and local laws.
- B. Monitor Sub-grantee to ensure the Sub-grant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in this Agreement.
- D. Provide technical assistance and training to assist Sub-grantee, with the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

Sub-grantee agrees to:

- A. Ensure the funds subject to this Sub-grant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Sub-grant Agreement.
- B. Monitor all private and governmental entities that receive payments from Sub-grants awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- C. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
- D. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Auditor of the State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Sub-grant is awarded determines compliance has not been achieved.
- F. Keep and maintain records that are sufficient for the preparation of reports required by law and submit all reports as requested and required by Grantor.

- G. Make records available to Grantor, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit, and investigation.

ARTICLE II: PERFORMANCE

This Sub-grant Agreement will be in effect from designated performance period unless this Sub-grant Agreement is suspended or terminated prior to the established end-date.

Project Execution

- A. Sub-grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Sub-grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
- B. If the Project includes acquisition of real property, the property must be acquired from a willing seller and for no more than the appraised fair market value approved by Department of General Services. The Sub-grantee agrees to comply with all applicable State (Chapter 16, Section 7260, Government Code) and local laws or ordinances effecting relocation and real property acquisition. Documentation of such compliance must be submitted to the State.
- C. If the Project includes development, the Sub-grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like. Documentation of such compliance will be made available for review upon request by the State.
- D. Sub-grantee agrees to periodic site visits by the State to determine if development work is completed in accordance with the approved work plan, scope etc. including a final inspection upon grant closeout.
- E. Sub-grantee agrees to submit in writing, any deviation from the attached work plan, scope etc. to the State for approval prior to implementation of changes.

Project Work Plan, Scope, Deliverables (etc.)

- A. Sub-grantee will conduct Outreach program activities in partnership with VA and others to support of adaptive sport programs for disable Veterans and disabled members of the Armed Forces.
- B. Sub-grantee will conduct a Military Sports Camp for a minimum of 30 Nevada servicemen/women, by fall of 2023. Events to include water skiing, archery, water sports, sled hockey, fly fishing, rock climbing, wheelchair rugby, and a resiliency workshop.
- C. Sub-grantee will provide all deliverables applicable in the quarterly reports.

Project Costs

- A. Subject to the availability of federal funds, the State hereby grants to the Sub-grantee a sum of money not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Project Work Plan and under the terms and conditions set forth in this Agreement. Sub-grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.
- B. Grantor will reimburse the sub-grantee upon submission of a payment request (using template provided) consistent with the Project Work Plan of this Agreement.
- C. As a sub-recipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Sub-grant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133.
- D. Standards for financial management systems: sub-grantee will comply with the requirements of the code of federal regulations, including, but not limited to:
 - Fiscal and accounting procedures;
 - Accounting records;
 - Internal control over cash, real and personal property, and other assets;
 - Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - Source documentation; and
 - Cash management.
- E. Matching or Cost Sharing as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
- F. Program Income: Program income must be used and accounted for as specified in federal guidance as applicable to the sub-grantee
- G. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Sub-grantee or its sub-grantee(s) with Sub-grant funds, will be governed by the provisions the applicable CFR.

ARTICLE III: ADMINISTRATION

- A. Sub-grantee agrees to provide all technical and administrative services as needed for Agreement completion. Sub-grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

B. Sub-grantee ensures that the Agreement requirements are met through completion of Quarterly Progress Report, (using template provided) and through regular communication with the State adhering to the following federal schedule:

- | | | |
|---------------|---------------------------|----------------|
| • 1st Quarter | September 1 - December 31 | Due January 30 |
| • 2nd Quarter | January 1 - March 31 | Due April 30 |
| • 3rd Quarter | April 1 - June 30 | Due July 30 |
| • 4th Quarter | July 1 - September 30 | Due October 30 |

Sub-grantee agrees to provide the State with all report materials, invoices, etc. no later than the 15th of the month in which the reports are due as identified above.

Sub-grantees are required to report progress on grant deliverables, budget status, equipment purchases, activity details, partnerships, unique Veterans served, training provided to adaptive sport professionals, outreach and success stories and challenges. (Note: VA requires Last Name, First Name and Zip Code as a means of identifying unique Veteran participants.) The quarterly report is intended to be updated throughout the grant lifecycle such that successive reports build off the previous version within a single report.

- C. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.
- D. The Quarterly Progress Report (template provided) shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Progress reports should directly address tasks, timelines, deliverables, milestones and associated costs. Any adjustments that impact the Project Work Plan or Project Costs must be reviewed with the grantor project manager.
- E. At the completion of this Project and prior to final payment, the sub-grantee shall complete a Project Certification Form (template provided) to the State.
- F. Sub-grantee must document steps taken in soliciting and awarding the subcontractors and submit them to the State for review and document all subcontractor activities in quarterly reports.
- G. Sub-grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.

ARTICLE IV: RECORDS

- A. Sub-grantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Sub-grantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports

required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.

B. Records must include sufficient detail to disclose:

1. Services provided to program participants;
2. Administrative cost of services provided to program participants;
3. Charges made and payments received for items identified in (B) (1) and (2) of this article; and
4. Cost of operating the organizations, agencies, programs, activities, and functions.

C. Sub-grantee must maintain all records relevant to the administration of this sub-grant for a period of 3 years from the closeout of the grant.

ARTICLE V: AUDITS

A. Sub-grantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. OMB Circular A-133, sub-grantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, §_.500, that covers funds received under this agreement. Sub-grantee must send one (1) copy of the final audit report to Grantor within two (2) weeks of sub-grantee's receipt of any such audit report.

B. Additional responsibilities of sub-grantee as an auditee under OMB Circular A-133 include, but are not limited to:

- i. Proper identification of federal awards received.
- ii. Maintenance of appropriate internal controls.
- iii. Preparation of appropriate financial statements, including s schedule of federal awards expended.
- iv. Proper performance and timely submission of an OMB Circular A-133 audit report.
- v. Follow-up on audit findings, including the preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.

C. Sub-grantee will take prompt action to correct problems identified in an audit.

ADMINISTRATIVE AND FINANCIAL REVIEW QUESTIONNAIRE FOR GRANTEES VA ADAPTIVE SPORTS GRANT PROGRAM

Introduction

Thank you for assisting VA by reviewing this list of administrative and financial review items. The list asks about your organization's administrative and financial policies, procedures, accounting, and management of VA assistance agreements. By entering into a grant agreement you are confirming that the following items will be in place when performing the grant.

Accounting and Financial Management	
Your organization has identified an individual to be responsible for reviewing, approving, signing, monitoring, administering, and overseeing VA assistance agreement applications, awards, and amendments.	
Your organization has a written accounting manual or written policies and procedures for managing finances.	
Your organization's accounting and financial management system(s) follow Generally Accepted Accounting Principles (GAAP).	
Your organization's financial management system track revenues and expenditures and provide financial results separately for each Federal assistance agreement project or program.	
Your organization maintains source documentation to support entries in to your financial or accounting system.	
Your organization has written procedures to ensure that costs charged to VA grants are reasonable, allocable, allowable and that financial reports are issued as required.	
Your organization has the requirements for adequate separation of duties or internal controls so that funds are safeguarded and used only for allowable costs.	
Your organization has a policy for retaining financial and supporting records for a minimum of 3 years after the award is closed.	
If your organization spent more than \$750,000 Federal funds in the most recent fiscal year, your organization obtained an audit in accordance with 2 CFR 200 Subpart F - Audit Requirements.	
Your organization has procedures for reporting and updating information for sub recipients (including executive compensation) receiving \$25,000 or more in assistance in the Federal Funding Accountability & Transparency Act Subaward Reporting System (FSRS).	
Payroll	
Your organization has written payroll policies and procedures including policies for fringe benefits paid to personnel.	
Your organization requires all employees to fill out timesheets at least monthly that coincide with one or more pay periods.	
Timesheets distinguish personnel-operational (direct coaching and training) hours from personnel-administrative (any other personnel costs) hours.	

Your organization applies salaries, wages and benefits consistently to both federally and non-federally funded projects for the same labor categories.	
Travel	
Your organization has written travel policies and procedures ensuring that the travel costs claimed and billed are necessary and associated with the specific federally funded project.	
Equipment	
Your organization has written procedures concerning property management and inventory control for items purchased with Federal funds.	
Procurement	
Your organization has written procurement policies and procedures that require review to avoid unnecessary purchases and to limit purchases to necessary quantities.	
Your organization has written procurement policies and procedures that have a requirement of market research prior to procurement transactions	
Your organization has written procurement policies and procedures that include provisions for conducting solicitations.	

Signature

Date

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this Federally-assisted project. Administrative Requirements 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR, Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR, Part 225, State and Local Governments, 2 CFR, Part 220, Educational Institutions, 2 CFR, Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

- I.** It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- II.** It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- III.** It will comply with provisions of Federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
- IV.** It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- V.** It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- VI.** It will give the sponsoring AGENCY or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- VII.** It will comply with all requirements imposed by the Federal sponsoring AGENCY concerning special requirements of law, program requirements, and other administrative requirements.
- VIII.** It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor AGENCY of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- IX.** It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- X.** Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

- XI.** It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders circulars, or regulations.
 - XII.** It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 - XIII.** It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR, Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39.
 - XIV.** In the event a Federal or state court or Federal or state administrative AGENCY makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
 - XV.** It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
 - XVI.** It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
- VICTIMS PROTECTION ACT OF 2000**
- XVII.** Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.S.C. 7104 (g)).

TRANSPARENCY ACT

- XVIII.** As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for Place Jurisdiction name here, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

*Must be signed by the City/County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state AGENCY director as appropriate

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR, Part 69, "New Restrictions on Lobbying" and 28 CFR, Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR, Part 69, the applicant certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any AGENCY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any AGENCY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
 - d. The sub-grantee understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Federal awarding AGENCY. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR, Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR, Part 67

1. The applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or Federal court, or voluntarily excluded from covered transactions by any Federal department or AGENCY;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR, Part 67, Subpart F, for sub-grantees, as defined at 28 CFR, Part 67

- 1.** The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b.** Establishing an on-going drug-free awareness program to inform employees about
 - i.** The dangers of drug abuse in the workplace;
 - ii.** The Sub-grantees policy of maintaining a drug-free workplace;
 - iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i.** Abide by the terms of the statement; and
 - ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e.** Notifying the AGENCY, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;
 - f.** Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
 - i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate AGENCY;
 - g.** Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

- V.** Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.S.C. 7104 (g)).

CLASSIFIED NATIONAL SECURITY INFORMATION

- VI.** “Classified national security information” as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

- VII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for Place Jurisdiction name here, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

* Must be signed by the City/County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state AGENCY director as appropriate

GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any Federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than \$500,000 from Federal Awards. If the sub-grantee has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
 - a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (AGENCY) upon request within 30 days. Grant closeout is contingent upon the AGENCY audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through AGENCY.
2. Sub-grantees who expend less than the required \$500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the AGENCY or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, <http://nevadabudget.org/index.php/publications/sam/18-3000>

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (A-110), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (A-87), 2 CFR, Part 225 (A-122) or 2 CFR, Part 230 (A-122), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the AGENCY to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
 - a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
 1. The costs must be allowable under the grant program.
 2. The costs must be in compliance with all Federal requirements and regulations
 3. The costs must be reasonable, allowable, allocable, and necessary.
 4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
 5. The source of the match funds must be identified in the grant application.
 6. Every item must be verifiable, i.e., tracked and documented.
 7. Any claimed cost share expense can only be counted once.
5. Indirect cost rates (IDC) included in the budget and application process are subject to the requirements of Appendix E (Indirect Cost Proposal Rates) in the CFR applicable to the sub-grantee AGENCY (i.e., *2 CFR, Part 215, Part 225, Part 230 as applicable*).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the AGENCY within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the AGENCY no later than 45 days following the end of the grant performance period. If the sub-grantee has requested an extension the report must be submitted no later than 15 days after the last day of the approved extension. Sub-grantees may not obligate funds at the end of extension and use the SAA's close out period to submit reports/expenditures unless extenuation circumstances exist and the approval is issued in writing to the sub-grantee. Late reports, unless approved by the AGENCY, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the AGENCY. Every effort will be made by the AGENCY to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
As applicable for grant programs, reports consist of, but are not limited to:
 - a. Division of Emergency Management Quarterly Financial Report
 - b. Quarterly Progress Summary
 - c. Program Narrative
 - d. Approved Detailed Budget
 - e. Quarterly Project Plan/Work Plan
 - f. The AGENCY reserves the right to deny any reimbursement as we are the fiduciary AGENCY responsible for the management and administration of the federal grant funds.
2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the AGENCY prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the AGENCY using the appropriate format.
3. It is the responsibility of all sub-grantees to know and adhere to the Nevada Revised Statute (NRS) and the United States General Services Administration (GSA) or their own established policies whichever is more restrictive regarding travel and per diem rates. The submission of travel must include the following and must adhere to the following.
 - a. Travel claim signed by the traveler with all receipts such as, hotel, parking, shuttle, taxi, rental car to include additional fuel cost, conference fee invoice, flight invoice, internet search map for mileage

- reimbursement, formal or informal agenda from the inviting AGENCY.
- b. Travel will not be reimbursed if the request exceeds the GSA rate found on www.gsa.gov the AGENCY will reimburse up to the maximum lodging rates with a receipt and the prorated taxes on that amount only.
 - c. Rental cars will only be considered if necessary with documented justification. For example the venue is located offsite and it would cost more for taxi, shuttle etc., a rental car is allowable. Rental cars are to be used solely for business travel.
 - d. Travel must be accomplished by the least expensive mode practicable; AGENCY may request additional information if not provided at the time of submission for reimbursement.
 - e. Meals provided by conference fees or other means such as invitational travel must deduct meals provided from the per diem rate.
 - f. Traveler will only be allowed 75% of the per diem for the first and last day of travel unless the sub grantee submits a more practical and approved process.
 - g. Travelers must travel at a minimum of a 50 mile radius outside of their duty station or their home/departure whichever is closer to their destination to be reimbursed for per diem and lodging. Travelers may request mileage and parking if they are within the 50 mile radius of their duty station.
 - h. Cancellation fees will not be reimbursed unless a justification is submitted to AGENCY for review and approval.
 - i. Travel as well as all grant expenditures must adhere to the following:
 - Reasonable** - A prudent person would have purchased this item and paid this price. A cost may be considered reasonable if the nature of the goods or services, and the price paid for the goods or services, reflects the action that a prudent person would have taken given the prevailing circumstances at the time the decision to incur the cost was made.
 - Allocable** - Expenses can be allocated to the federal grant or contract activity based on benefit derived, cause and effect, or other equitable relationship.
 - Consistently Treated** - Like expenses must be treated the same in like circumstances.
 - Allowable** - Permitted as a direct cost under the terms of a specific grant or contract.
 - j. AGENCY reserves the right to deny any reimbursement as we are the fiduciary AGENCY responsible for the management and administration of the federal grant funds.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow sole source procurement requirements. All sole sourcing requests over \$100,000 must be approved by the AGENCY prior to procurement or a sub-grantee contractual agreement.
5. AGENCY reserves the right to deny any reimbursement as we are the fiduciary AGENCY responsible for the management and administration of the federal grant funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the AGENCY within 30 days, but no later than 45 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the AGENCY no later than 60 days following the end of the grant period. Late reports, unless approved by the AGENCY, could delay reimbursement. Late reports, unless approved by the AGENCY, could result in non-payment of the claim. All forms used for reporting are provided by the AGENCY. The submission of inaccurate or incomplete information and unapproved

documentation will result in the rejection of the Quarterly final report.

As applicable for grant programs, reports consist of, but are not limited to:

- a. Division of Emergency Management Quarterly Financial Report
 - b. Quarterly Progress Summary
 - c. Program Narrative
 - d. Approved Detailed Budget
 - e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to AGENCY prior to issuance of any sub-grant.
 - a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines and must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
 - b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with Part § 13.32.

1. As required by § 13.32 Equipment, the AGENCY, for compliance monitoring purposes as policy for all state AGENCY sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated \$5,000.00 per unit threshold.
2. As required by § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of § 13.32 which applies a Federally mandated \$5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding AGENCY is appropriately reimbursed for dispositions of property acquired with Federal awards.
 - a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal AGENCY through the SAA
 - b. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding AGENCY, however when ever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.
 - c. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the Federal awarding AGENCY shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding AGENCY's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in AGENCY's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of corrective action plans to the AGENCY.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the AGENCY.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the State upon completion or termination of this grant.

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the AGENCY, prior approval must be obtained from the AGENCY before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the AGENCY, which includes sub-sub granting funds without prior knowledge or approval of AGENCY.

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars and federal management and program guides.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. All contracts and or procurement will follow the open and free competitive bid process.

XIV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget (OMB) Circulars and other Federal guidance including but not limited to:

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
2. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
3. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (OMB A-110), at <http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf>
4. 2 CFR, Part 220, Cost Principles for Educational Institutions (OMB A-21), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
5. 2 CFR, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB A-87), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
6. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (OMB A-122), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf

XV. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting AGENCY. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting AGENCY, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the AGENCY that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

XVI. TERMINATION

The AGENCY retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The AGENCY reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any AGENCY request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The AGENCY staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The AGENCY may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the AGENCY for any excess costs incurred by the AGENCY in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant for Place Jurisdiction name here, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

- Must be signed by the City/County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state AGENCY director as appropriate