



# NEVADA DIVISION OF FORESTRY

## NOTICE OF SUBGRANT AWARD

Parties: Truckee Meadows Fire Protection District shall be referred to as “TMFPD” or “Subgrantee.” NV Energy shall be referred to as “NV Energy” or “Sub-awardee.” Nevada Division of Forestry shall be referred to as “NDF” or “Awarding Entity.” All entities shall collectively be referred to as “Parties.”

Agreement Documents: NDF Notice of Subgrant Award, NDF Approved Subgrant Budget, NDF Financial Terms and Conditions , NDF Program Terms and Conditions, Certification of Sub-grantee Authorizing Official Scope of Work, State of Nevada Attachments A-D,  
 Exhibit 1 Scope of Work  
 Exhibit 2 SB 508  
 Exhibit 3 NV Energy Contract #23213,

NV Energy and Subgrantee acknowledge that they are parties to that certain Master Services Short Form Agreement for Hazardous Fuels Management and Stand-by Services dated May 4, 2020 (the “Contract”). Any work performed by Subgrantee under this Subgrant shall be governed by the terms and conditions of the Contract, including but not limited to, Subgrantee’s indemnification obligations to NV Energy.

<p><b>Subgrantee’s Name and Payment Address (Must match DUNS registered name):</b>          Truckee Meadows Fire Protection District          3663 Barron Way          Reno, NV 89511</p> <p><b>Fed. Tax ID or ETIN: 38-3856902</b></p> <p><b>Vendor:</b></p> <p><b>SAM Exp:</b></p> <p><b>DUNS: 006811244</b></p> <p><b>NOTE: All subgrantees must establish a vendor number before payment can be made.</b> If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller’s Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.</p>	<p><b>Subgrant Project Title and Number:</b>  <b>Funds obligated by this action: \$ <u>1,186,291.45</u></b></p> <p><b>Total amount of Funds Obligated to Sub-recipient: \$</b></p> <p><b>Subaward Period of Performance:</b>          Effective Date: <u>Date of last signature (State Forester)</u>          Expiration Date:</p> <p><b>Final report &amp; reimbursement request:</b> Due no later than 45 days after project completion or date of expiration, whichever occurs first.</p>
<p><b>Subgrantee Primary Contact:</b></p> <p>Charles A. Moore, Fire Chief          (775) 328-6123 Mobile (775) 313-8903</p> <p>Alex Kukulus, Deputy Chief          (775) 328-6125 Mobile (775) 762-0638</p> <p>Cindy Vance, Chief Fiscal Officer          (775) 326-6070</p> <p>August Isernhagen, Division Chief – Fuels          (775) 741-0372</p>	<p><b><i>This Sub-award is granted pursuant to the following contractual agreement and State legislative action:</i></b></p> <p><i>NV Energy and NDF Contract: # 23213</i>  <i>NV Energy Funds Obligated: \$</i>  <i>Cat: Org: GL: Project #:</i>  <i>Nevada SB 508</i>  <i>SB 508 Funds Obligated: \$</i>  <i>Cat: Org: GL: Project #:</i></p>



# NEVADA DIVISION OF FORESTRY

<p>Is this award for Research &amp; Development?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>Federally Negotiated Indirect Cost rate: _____ (copy of NICRA must be provided to NDF)</p> <p><input type="checkbox"/> No negotiated Indirect Cost Rate</p>	<p><b>Pass through entity and awarding official:</b></p> <p>Nevada Division of Forestry Nate Barrons, Conservation Staff Specialist II 2478 Fairview Drive, Carson City, NV 89701</p> <p>Office Phone: 775-684-2511 E-mail: nbarrons@forestry.nv.gov</p>
<p><b>Description of Project:</b> NV Energy and sub-grantee will meet to confer a schedule of projects to be performed. Sub-grantee will perform the work as agreed to by the Parties in a signed Scope of Work, which is incorporated into this Agreement as Exhibit 1. Completed work will be inspected and confirmed by NV Energy.</p>	
<p><b>Deliverables, reporting requirements and due dates:</b></p> <ol style="list-style-type: none"> <li>1. Sub-grantee will provide monthly reporting to NV Energy and NDF by the 25<sup>th</sup> day of each month.</li> <li>2. Sub-grantee will ensure that any associated personnel working in the field will have completed NV Energy's "Right of Way Contractor Orientation" course prior to engaging in work within any Rights or Way.</li> <li>3. Equipment purchased for implementation of agreed upon projects listed in the Scope of Work will follow the defined equipment reversion process. Equipment hours will be tracked and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of this Agreement. Any equipment or apparatus cost that is reimbursed by NV Energy/NDF to TMFPD will not be invoiced at an additional hourly rate. This does not include maintenance or operating costs, which shall be subject to separate invoicing.</li> <li>4. At the time of termination of this Agreement, the Sub-grantee will reimburse NV Energy the remaining purchase balance or will return the equipment and no hourly equipment rates will be charged.</li> <li>5. Personnel will be billed for hours worked as indicated on crew reports and will include travel time.</li> <li>6. For additional details regarding the specific deliverables of this sub-grant please see the attached signed Scope of Work.</li> </ol>	
<p><b>Measurements of project success:</b></p> <ol style="list-style-type: none"> <li>1) Work conforms to SB 508 scope of work; NV Energy Contract #23213; and incorporated Scope of Work.</li> <li>2) Work occurs according to specified timeframes set forth in Exhibit 1 Scope of Work.</li> <li>3) Reports are completed with accuracy and submitted in a timely manner.</li> <li>4) Proper documentation is submitted with requests for reimbursement and NDF reimburses legitimate expenses.</li> </ol>	

## ASSURANCES

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

- Provide the above referenced deliverables by the due date specified
- Understand and comply with all local, state, statutes, regulations, and requirements, including Nevada Revised Statute and Nevada Administrative Code regarding awards and subawards.
- Comply with Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards
- Comply with the State of Nevada ethical standards, including but not limited to [NRS 281A](#) and [Executive Order 2011-02](#).

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

Typed Name/Title of Subgrantee Authorizing Official: _____	
Signature: _____	Date: _____



# NEVADA DIVISION OF FORESTRY

Name/Title, Nevada Division of Forestry Program Authorization: <u>Nate Barrons, Conservation Staff Spec II</u> Signature: _____ Date: _____
Name/Title, Nevada Division of Forestry Fiscal Authorization <u>Doris Chellini, Management Analyst III</u> Signature: _____ Date: _____
Name/Title, NV Energy Authorization: _____ Signature: _____ Date: _____
Name/Title, Nevada Division of Forestry Administrator: <u>Kacey KC, Acting State Forester / Firewarden</u> Signature: _____ Date: _____ (Grant Period Start Date)

<i>Grant Title:</i> B/A _____ Cat. _____ Org ____CFDA _____ Job # _____
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**Nevada Division of Forestry  
Approved Subgrant Budget**

Subgrant Project Title:

Subgrant #:

Category	NV Energy Funds	+	SB 508 State of Nevada Funds	=	Total
<u>Personnel/Labor</u>	\$		\$		\$1,021,291.45
<u>Travel*</u>	\$		\$		\$
<u>Equipment</u>	\$		\$		\$165,000.00
<u>Operating/Supplies</u>	\$				\$
<u>Contractual (Subcontractor)</u> Grantee must supply NDF Grant/ Business Manager with one copy of each contract.	\$		\$		\$
<u>Other (including training)</u>	\$		\$		\$
<u>Indirect Charges</u>	\$		\$		\$
<b>TOTAL</b>	<b>\$</b>		<b>\$</b>		<b>\$1,186,291.45</b>

- \* Any approved travel will be reimbursed at the current State of Nevada rates.
- \* Any program income earned from activities supported by this award shall be reported to NDF with each cash draw and subgrantee will mutually determine how to address income

The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.



## NEVADA DIVISION OF FORESTRY FINANCIAL TERMS AND CONDITIONS

Subgrant Project Title: TMFPD

Subgrant #:

1. **State and Local Government Requirements**

The Parties will meet and confer in preparing a schedule of projects to be performed. TMFPD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and “sign off” on the project when it is accepted. There is no warranty or liability by TMFPD after the “sign off.”

2. **Procurement**

All sub-grantees must comply with the entities established purchasing policies and procedures., if none exist the default will remain state purchasing policies and procedures. Sub-grantee must obtain bids for all applicable services in the Approved Sub-grant Budget. **Sub-grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the six year storage period.**

3. **Equipment Purchases**

For the purposes of this sub-grant, equipment 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 beyond those approved within the scope of work must be pre-approved by the NDF grant program administrator and NV Energy and a budget amendment must be made before purchase.** Sub-grantees awarded equipment must follow all rules regarding use.

4. **Payment Methods**

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

**a. Reimbursement Requests**

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

**b. Advance Payments**

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

5. **Audits**

Sub-grantees files may be the subject of NDF and State review. Must comply with all relative rules and purchasing policies and procedures. If applicable, it is the sub-grantees responsibility to ensure that NDF is a recipient of a copy of the audit findings.

6. **Records Retention**

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



## NEVADA DIVISION OF FORESTRY PROGRAM TERMS AND CONDITIONS

Subgrant Project Title: TMFPD

Subgrant #:

This sub-grant is awarded under the terms of NDF, NV Energy Contract # 23213, incorporated as Exhibit 3, and Nevada SB 508 of the Nevada Legislature, incorporated as Exhibit 2. This sub-grant agreement shall become effective when the "Notice of Sub-grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the Nevada State Forester. NDF retains the right to terminate this sub-grant for cause at any time before completion of the program when it has determined the sub-grantee has failed to comply with the conditions of this agreement.

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

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

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

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

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

### 2. Printed Material

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

### 3. Clearances and Permits

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

### 4. Project Maintenance

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

### 5. Cultural & Historic Properties

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

### 6. Reports Required

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

### 7. Indemnification

Each party shall indemnify, hold harmless and defend, not excluding the others' right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Sub-grantee will not waive and intends to assert available defenses and limitations contained in NRS Chapter 41. Indemnification obligations between Parties shall be limited to the amount set forth in NRS 41.035. The Parties shall not be liable for any indirect, incidental, special, consequential or punitive damages



Organization Name \_\_\_\_\_ Sub-grant Project Title or Number \_\_\_\_\_

Name(s) and Title(s) of Subgrantee Authorizing Official(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

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

Subgrant Project Title: Truckee Meadows FPD      Subgrant #:

**OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:**

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

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

(a) \_\_\_\_\_  
(Signature of Subgrantee Organization Representative)      (Typed/Printed Name& Title)

(b) \_\_\_\_\_  
(Signature of Subgrantee Organization Representative)      (Typed/Printed Name& Title)

(c) \_\_\_\_\_  
(Signature of Subgrantee Organization Representative)      (Typed/Printed Name& Title)

**AUTHORIZED SIGNATURE:**

(a) \_\_\_\_\_  
Typed Name and title of Subgrantee Authorizing Official

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



## Nevada Division of Forestry Acknowledgement of Receipt

Subgrant Project Title: Truckee Meadows FPD      Subgrant #:

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

- Nevada SB 508
- NV Energy and NDF Contract, #23213

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(Signature of Subgrantee Organization Representative)

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(Typed/Printed Name& Title)