



City Manager's Office

MEMORANDUM

DATE: 3/8/2022

TO: Mayor and City Council

THROUGH: Doug Thornley, City Manager Approved Electronically

FROM: Krysti Smith, Management Analyst

SUBJECT: State and Local Fiscal Recovery Funds (SLFRF) Program Approval Process

On January 26, 2022, the Reno City Council approved the State and Local Fiscal Funds (SLFRF) round one general allocation plan of \$24,499,998.50. The purpose of this memo is to provide an update on the procedures for program allocation and spending.

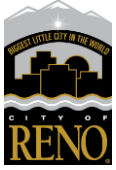
The program approval process will begin with an initial meeting with the Office of Policy and Strategy to ensure the program is in line with Treasury eligible use categories, set up the program, and identify a timeline for Council approval. Upon Council approval, the program administrator and staff may proceed to the execution phase.

The program administrator must ensure the program complies with the approved budget and timeline, Treasury metrics, and federal reporting requirements. In addition, the program administrator will be responsible for following City Policy 303 – Purchasing, and if an agreement for work by an external vendor is needed, completion of the agreement must occur before the project begins. Upon closeout of the program, program administrators may be asked to provide a summary or do a presentation for City Council on the completed program. A copy of the detailed procedures and agreement template are attached.

These procedures may be revised as the U.S. Department of the Treasury continues to provide updates and guidance to the Coronavirus SLFRF and American Rescue Plan Act of 2021.

Attachments:

- Procedure for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
- Coronavirus State and Local Fiscal Recovery Funds Agreement



Procedures for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

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Procedures for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

Overview

In an effort to help the community respond to and recover from the COVID-19 public health emergency, the City of Reno is implementing several programs using Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act of 2021.

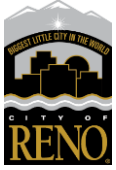
This document is meant to assist staff members who will be managing SLFRF-funded programs by providing a standardized procedure related to key compliance components of the SLFRF. The procedure also allows for documentation to be readily available in the case of an audit.

All documents linked in this procedure can be found on BLI → Policies and Forms.

It is the policy of the City of Reno to adhere to the strictest level of professionalism in grant administration activities through a generally accepted set of conventions, standards, and practices outlined within [Policy 302](#). The City must ensure the transparency, legality, and donative intent associated with grants.

Grants are an important resource in the City of Reno's overall revenue structure. After a grant is awarded, it is imperative that the funding be properly tracked, managed, and reported to ensure the City's good standing with grantors and preserve access to future funding.

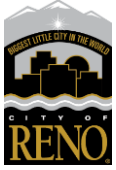
These procedures are effective as of February 1, 2022. This document may be revisited on a regular basis as the U.S. Department of the Treasury continues to provide updates and guidance to the Coronavirus SLFRF and American Rescue Plan Act of 2021.



Procedures for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

1. Program Approval

- A. The Office of Policy and Strategy will set up an initial meeting with applicable program staff members after Council approves a general funding allocation. The purpose of the meeting will be to:
 - a. Introduce the procedures for program completion;
 - b. Discuss the required program set up form, which includes:
 - i. Program name, description, budget;
 - ii. Breakdown of individual projects;
 - iii. Treasury category and priority guidelines;
 - iv. Eligible use guidelines;
 - v. Subawards and data collection; and
 - vi. Goals and key performance indicators.
 - c. Identify a program administrator and team;
 - d. Set up document management system (Google Drive folder); and
 - e. Identify a timeline for Council approval for specific projects within the program.
- B. The program administrator must complete and submit the program set up form to the Office of Policy and Strategy (email FiscalRelief@Reno.Gov) before or on the date the staff report related to the item for Council approval is submitted.
- C. The Office of Policy and Strategy will review the program set up form to ensure the program is in line with Treasury eligible use categories and has the Treasury-required metrics.
 - a. The Office of Policy and Strategy may work with program staff to revise the program set up form to ensure proposed programs meet federal guidelines.
- D. The program administrator will present the proposed program to the City Council for approval.
- E. The Office of Policy and Strategy will set up the document management system (Google Drive folder) and identify the needed project code(s).
 - a. The Finance Department will set up the project code(s) as requested by the Office of Policy and Strategy.
 - b. The Office of Policy and Strategy will notify the program administrator of the project code(s) and location for project documents.
 - c. The Office of Policy and Strategy will maintain a [master list](#) of project codes and program administrators.
- F. The program administrator and staff may proceed to the execution phase.



Procedures for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

2. Program Execution

Program Management

- G. The program administrator will serve as the primary contact for implementation of the program and its corresponding projects. The program administrator must:
- a. Provide a budget and timeline for the program and individual projects within the program;
 - b. Track spending and ensure program does not go over Council-approved budget;
 - c. Ensure the program is operating in compliance with Treasury rules and guidelines;
 - d. Ensure any subrecipients have agreement(s) signed and completed;
 - e. Monitor and manage subrecipient work and budget to ensure work is in compliance with federal requirements;
 - f. Provide measurable outcomes for the program; and
 - g. Submit written reports as requested or until work is completed to FiscalRelief@Reno.Gov on April 10, 2022; July 10, 2022; October 10, 2022; January 10, 2023; April 10, 2023; July 10, 2023; October 10, 2023; January 10, 2024; April 10, 2024; July 10, 2024; October 10, 2024; January 10, 2025; April 10, 2025; July 10, 2025; October 10, 2025; January 10, 2026; April 10, 2026; July 10, 2026; October 10, 2026; and February 15, 2027. This report will contain program financials, program status, program performance metrics, and program impact. Reports must be submitted using the form provided by the Office of Policy and Strategy; templates will be provided.
 - h. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Reno by the U.S. Department of the Treasury."
- H. Program expenditures must follow City Policy 303 - Purchasing and must be allowable per the terms and conditions of the grant award documents.
- a. In cases where federal or grant guidelines are more stringent than the City's policy, those guidelines would take precedence and should be documented on the invoices or other documentation submitted to the Finance Department for payment processing. For example, procurement of materials, supplies, and services starting at \$3,000 require price or rate quotations from "an adequate number of qualified sources" (2 CFR §200.317 to §200.326). The Finance Department has interpreted this as at least three quotes obtained from published catalogs, in writing, or on the internet, and not the two quotes required in standard City policy.



Procedures for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

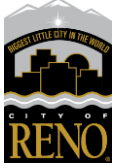
- b. Equipment or materials purchases with a single item cost of \$5,000 or more with a useful life of one year or more must be reported to the Finance Department for tracking purposes.
- c. Prior to expending federal grant funds, a search on the federal System for Award Management website for the vendor must be conducted to ensure the vendor is in good standing. If the search comes back as "no record found," the program administrator must have the vendor sign a Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters. Grant procurements equal to or greater than \$50,000 shall have a signed certification regardless of whether a record was found on the System for Award Management website. The certification form may be found on the City's intranet site.
- d. Federal Procurement Standard 2 CFR §200.321 requires that all necessary affirmative steps be taken to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Financial Accounts and Project Codes

- I. The program administrator must charge program expenditures to fund 30040 and the applicable department.
 - a. The Finance Department will set up department accounts as needed.
- J. The program administrator must use the correct project code(s) provided by the Office of Policy and Strategy to track expenditures.

Subrecipient Agreements

- K. If an agreement for work by an external vendor is needed, the program administrator must use the template titled "Coronavirus State and Local Fiscal Recovery Funds City of Reno Subrecipient Agreement." The template agreement is meant to ensure requirements are consistently passed on to subrecipients as required by federal guidelines.
 - a. If a program administrator feels a change to the template agreement in Article I, Subsection 4; Article I, Subsection 12, or Article II in its entirety is needed to accommodate a specific program, the program administrator must send a memo to the Director of Policy and Strategy and the Finance Director for approval.
 - i. The memo must explain the requested change to the agreement and why the change is needed.
 - ii. The Director of Policy and Strategy and the Finance Director will review the request and notify the program administrator of the decision via email.
 1. A copy of the email should be kept with the final executed agreement.

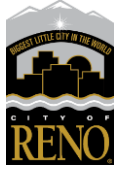


Procedures for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

- iii. Other sections of the template agreement may be changed in consultation with the City Attorney's Office and in compliance with standard City Policies and Procedures.

Program Closeout

- L. Upon completion of the program, the program administrator will:
 - a. Notify the Office of Policy and Strategy;
 - b. Provide a final report for the next report deadline as outlined above; and
 - c. Return any unspent funds.
- M. Program administrators may be asked to provide a summary, or do a presentation for City Council on the completed program.



Procedures for Programs Using Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

3. Program Documentation

According to federal regulations and guidance, the City must generally maintain records and financial documents associated with SLFRF for five years after all funds have been expended or returned to the Treasury. The following procedures will be used to maintain and retain SLFRF-grant related documentation.

OnBase - Council Actions, Reporting, and Agreements

- A. Council Actions, Reporting, and Agreements should be sent to the Office of Policy and Strategy by emailing FiscalRelief@Reno.Gov.
- B. The City Clerk's Office will establish a section in OnBase, the City's official records management system, to retain certain documents in accordance with SLFRF requirements.
 - a. Documents will be retained in this section of OnBase until May 1, 2032.
- C. Documents that will be retained in the SLFRF-section of OnBase include:
 - a. City Council agendas that include an item in which the City Council took action related to SLFRF;
 - b. Staff reports for items on Council agendas associated with SLFRF;
 - c. Minutes for Council meetings in which Council took action related to SLFRF;
 - d. SLFRF Project and Expenditure reports;
 - e. Packets of paid invoices that align with the Project and Expenditure performance periods;
 - f. SLFRF Annual Performance Reports; and
 - g. Agreements with sub-recipients.
- D. The Office of Policy and Strategy will be responsible for uploading the documentation to OnBase.
 - a. The Finance Department will provide the Office of Policy and Strategy with a quarterly report of expenditures and associated invoices that align with the Project and Expenditure Report performance periods.
 - b. Program administrators will provide a copy of subrecipient agreements to the Office of Policy and Strategy.

Google Drive - Program Management Documentation

- E. The Office of Policy and Strategy will maintain a Google Shared Drive folder and create individual program subfolders for each program when it is approved.
- F. The program administrator will maintain records and working documentation associated with managing the program in the program's identified subfolder.
 - a. Copies of documents identified for retention in OnBase do not need to be stored in the program's subfolder.

Coronavirus State and Local Fiscal Recovery Funds

City of Reno Subrecipient Agreement

Project Name: XXX

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (this “Agreement”) is entered into this [redacted] day of [redacted], 202[redacted], by and between the CITY OF RENO, NEVADA, a municipal corporation (“City”), and [redacted] (“Subrecipient”).

RECITALS

- A. Subrecipient is a [redacted] firm that provides specialized services relating to [redacted].
- B. City has found Subrecipient qualified and experienced in the performance of said services and wishes to engage Subrecipient’s services.

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

ARTICLE I. CITY REQUIREMENTS

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

2. **TERM OF AGREEMENT.** By execution of this Agreement, the City grants to the Subrecipient specific authorization to proceed, upon written notice, with the services described in Section 1 of this Agreement, and shall continue until conclusion of services as authorized by the City, or until [redacted], 202[redacted], whichever comes first.

3. **COMPENSATION, REIMBURSEMENT AND METHODS OF PAYMENT.** The total cost to City for the performance of the Services set forth in Section 1 shall not exceed [redacted] DOLLARS AND NO CENTS (\$[redacted].00). Subrecipient agrees to use its best efforts to perform the Services within such not-to-exceed amount (“NTE Amount”). If, at any time, Subrecipient has reason to believe that the total cost to City for the performance of the Services will be greater than NTE Amount, Subrecipient shall immediately notify City in writing to that effect, giving the revised estimate of such total cost for the performance of this Agreement. Subrecipient shall not be obligated to continue performance of the Services or otherwise to incur costs in excess of the NTE Amount set forth in this Agreement, unless and until City Attorney has notified Subrecipient in writing that such NTE Amount has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of the Services. **In the absence of the specified written notice, City shall not be obligated to reimburse Subrecipient for any costs in excess of the NTE Amount set forth in this Agreement, whether or not those excess costs were incurred during the course of the Agreement.** When and to the extent that the NTE set forth in this Agreement has been increased, costs incurred by Subrecipient in excess of the NTE prior to such increase shall be allowable to the same extent as if

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

- (a) Fee Basis. Fees shall be charged on an hourly basis for all services rendered.
- (b) Monthly Invoices. Subrecipient shall submit to City monthly progress invoices based on the actual amount of services rendered, including costs and traveling expenses. Invoices shall be submitted to the City no later than five (5) days after the close of each month's billing cycle.
- (c) Invoice Requirements. As a condition precedent to any payment to Subrecipient under this agreement, Subrecipient shall submit monthly to the City:
 - (1) a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted; and,
- (d) City Payments. Subrecipient shall receive payments from the City based upon approved invoices within thirty (30) days of invoice postmark date.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **OWNERSHIP OF DOCUMENTS.** Upon completion of the Services, all work product, including, without limitation, research, investigation and analysis data, reports (including files on disks in both word processing and portable document format), computations, tabulations, original drawings (including files on disks in both CAD and portable document format), and correspondence input from external sources, shall be delivered to and become the property of City upon approval by City of payment of Subrecipient’s final invoice. In connection therewith, City shall retain all copyrights with respect to such materials. Subsequent use of said materials on any other project or for any other purpose shall be at City’s sole discretion and sole liability. To the extent that any discovery or invention is made by City or Subrecipient in the course of, or in connection with, this Agreement, the Project and/or the performance of the Services, City shall be entitled to all intellectual property rights and benefits arising therefrom, including, without limitation, patent rights, the right to license use by others and the rights to receive royalties therefrom.

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

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

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

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

City of Reno:

Subrecipient:

City of Reno
Attn: XXX

XXX
XXX

P.O. Box 1900
Reno, NV 89505

XXX
XXX

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

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

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

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

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

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

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

25. **LIMITED LIABILITY.** The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any City breach shall

never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

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

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

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

ARTICLE II.

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

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

2. **PERIOD OF PERFORMANCE.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **DISCLAIMER.**

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

[NAME OF Subrecipient]

By: _____
XXX
XXX

By: _____

ATTEST:

By: _____
Mikki Huntsman
City Clerk

APPROVED AS TO FORM ONLY

By: _____
City Attorney's Office

Exhibit A
Scope of Work and Budget