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City of Las Vegas
City of Las Vegas Vaccination Initiative
USD\$ 927,169.59

Subrecipient Grant Award

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4523, COVID-19

FEIN Number: PA-09-NV-4523 (FEMA Public Assistance Disaster 4523)

UEI (formally known as DEM DUNS): 607025848

Subrecipient Duns: HJS3TZHWWJX5

Subrecipient Grant Funds: \$927,169.59

Subrecipient Required Match: 0

ALN (formally CFDA) # 97036.20

Function Code # 0049

Grant Portal Project Worksheet Number: 243286

EMMI Project Worksheet Number: 000135

Subrecipient Award Period: 4/4/2020-5/11/2023

Federal Award Period to DEM: 01/27/2020 – 09/30/2021

Federal Award Amount to DEM: Federal Award Amount will vary depending on approved Project Worksheets (PW). Only approved PW's will be reimbursed by DEM.

Grant Recipient Award Agreement

The President declared a Major Disaster in the State of Nevada on April 4, 2020, due to COVID-19. Major Disaster Declaration FEMA-4523-DR (Disaster 4523) was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42. U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. As a result of Disaster 4523, the State of Nevada, as Grantee, was awarded Public Assistance grant funding to assist the state and eligible governments, as well as certain private nonprofit organizations, in their response to, and recovery from, Disaster 4523.

This Agreement between the State of Nevada, Department of Public Safety, Division of Emergency Management (State), and City of Las Vegas(Applicant) governs all federal assistance that the State of Nevada provides to the Applicant under Disaster 4523.

I. TERMS AND CONDITIONS

A. State Responsibilities

The State may provide Disaster Grant Funding or direct services to support the activities and programs authorized under the Stafford Act, for Disaster 4523, and in accordance with this Agreement.

1. The State agrees to be the recipient for all federal financial assistance provided under the Stafford Act related to Disaster 4523. The State will serve as the pass-through entity with respect to the State's role in providing subgrants and administering grant assistance provided to Applicants.
2. The State agrees to maintain a Federal Emergency Management Agency (FEMA) approved State Mitigation Plan (SMP) in accordance with 44 CFR Part 201 (Mitigation Planning), as a condition of receiving Disaster Assistance funding.

B. Applicant Responsibilities

1. The Applicant agrees to comply with the federal and/or state grant award terms and conditions set forth in this Agreement, Disaster 4523, all provisions of the State Administrative Plan in place for each grant award, and the Federal and State Grant Assurances.
2. The Applicant agrees to lead, manage, and drive the overall recovery process and coordinate recovery activities and technical support by setting appropriate policies which adhere to the local, state, and federal laws
- 3 The Applicant agrees to comply with the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (Emergency Management and Assistance), 2 CFR Part 3002 (implementing 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable FEMA and State Assurances, policies, procedure and guidelines, as well as, the Division of Emergency Management Grant Management Guide, Division of Emergency Management (DPS/NDEM) Grant Guidelines and DPS/NDEM Federal and State Assurances, the State Administrative Manual, applicable state and local laws, and FEMA policies and guidelines.
4. The Applicant agrees to use disaster assistance funds solely for the purposes as stated in the approved project worksheets (PW) and the approved scope of work approved by FEMA and the State.
5. The Applicant agrees to provide the cost-sharing requirements of federal disaster assistance, as stipulated in Disaster 4523. Disaster 4523 includes the Public Assistance Program.
6. The Applicant agrees that all disaster assistance funding will be provided on a reimbursement basis only and must follow the reimbursement process established by DPS/NDEM Grant Guidelines and the DPS/NDEM Federal and State Assurances. Exceptions are discretionary and will be granted only due to conditions beyond the Applicant's control, which

results in an inability to complete approved projects. All exceptions will be subject to the approval of the Governor's Authorized Representative (GAR) and must be requested by the applicant in writing and approved in writing by the GAR.

7. The Applicant agrees to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in the DPS/NDEM Grant Guidelines and DPS/NDEM Federal and State Assurances.

8. The Applicant agrees to accurately document the events and expenses incurred in the disaster response and recovery. All of the documentation pertaining to a project shall be filed together with the corresponding PW and maintained by the Applicant as the permanent record of the project. This process must include all backup and corresponding documentation attached to the PW in each file. The applicant must provide a copy of the documentation to the GAR for review, reconciliation, and archival.

9. The Applicant agrees to maintain records and supporting documentation relating to claims made by the Applicant for three (3) years after the completion and final payment of an individual PW and shall be available for inspection and audit at all reasonable times by NDEM, the State Auditor, and the Federal Auditor General.

10. The Applicant agrees to give the appropriate state agencies, as designated by the GAR, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this Agreement.

11. The Applicant agrees to provide the State with quarterly project status reports. If the Applicant receives \$750,000 or more in total Federal assistance in a single year, the Applicant shall accomplish a "single audit" and submit a copy of that audit to the State, in accordance with the Office of Management and Budget Super Circular.

12. The Applicant agrees to comply with the US Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations.

13. The Applicant agrees to comply with all applicable provisions of state laws and regulations in regard to procurement of goods and services regarding contracts for repair or restoration of public facilities which conform to federal law and the standards identified in 2 CFR §§ 200.317-200.326, which are outlined in the DPS/NDEM Grant Guidelines and DPS/NDEM Federal and State Assurances, and the FEMA Public Assistance: Policy and Guidance.

14. If the Applicant receives duplicate benefits from another source for projects related to this disaster, the Applicant agrees to refund the benefits provided by the State.

15. The Applicant agrees to comply with provisions of the Hatch Act limiting the political activities of public employees, as it relates to the programs funded.

16. The Applicant agrees to not enter into any cost plus a percentage of costs or contingency contract for completion of disaster restoration or repair work.

17. The Applicant agrees to not enter into contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.

18. The Applicant agrees not to enter into any contract with any party that has been prohibited from participating in federal or state assistance programs.

19. The Applicant agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.

20. The Applicant agrees to abide by the following work completion deadlines:

Emergency Work (Category A & B) – Six months from the date of declaration.

All required documentation in support of the project costs will be submitted within 90 days following completion of the

project.

C. Controlling Authorities

This Agreement is subject to the following governing authorities:

1. The Stafford Act and its implementing regulations contained in Title 44 of the Code of Federal Regulations, and FEMA policy and guidance.
2. 2 CFR Parts 200 and 3002, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards.
3. The FFY 2018 Public Assistance Program Guide (PAPPG V3.1).
4. The Department of Public Safety, Division of Emergency Management, Grant Management Guide.
5. The Federal and State Assurances, as well as, the FEMA Public Assistance: Policy and Guidance.
6. Nevada Administrative Manual (SAM Manual)
7. All Applicable Federal, State, and Local laws, and FEMA policies and guidance.

II. DISASTER ASSISTANCE GRANT FUNDING

A. Terms and Conditions

1. Federal assistance, except for assistance under the Hazard Mitigation Grant Program, is limited to activities necessary to alleviate damage, loss, hardship, or suffering resulting from the incident that took place during the incident period identified in Disaster 4523, except that reasonable expenses that were incurred in anticipation of an immediately preceding such event may be eligible.
2. Federal assistance under the Stafford Act and this Agreement is limited to those areas, and programs designated by the President or FEMA in the Federal Register Notices for Disaster 4523.
3. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subgrants, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with all applicable federal and state laws, regulations, policies and guidance in accordance with this Agreement, the provisions of the State Administrative Plan in place for each grant award and attached in this package as a FEMA Project Worksheet, and the federal and state grant assurances.

B. Disaster Programs

The following disaster assistance programs have been authorized for Disaster 4523 and are subject to this Agreement:

Public Assistance (PA):

Disaster 4523 authorized the PA Program, and FEMA may make a PA grant award to the State. The Applicant agrees to make available the non-federal cost share of PA pursuant to the State of Nevada's requested timelines. Federal funding will be limited to 75 percent of total eligible costs, except as may be provided for in any subsequent cost-share amendment to the declaration for Disaster 4523.

The Public Assistance Programmatic addendums will be listed in the PAPPG V3.1. This will give additional terms and conditions for the implementation of the PA Program as applicable, PA grant performance goals, and cost-share adjustments under alternative procedures for debris removal.

III. Funding

The Applicant will be reimbursed in accordance with the Federal and State Assurances. At any time during the lifecycle of the grant, the State may adjust the amounts available to the Applicant in the request for reimbursement process due to grant adjustments, partial or full grant terminations, closeouts, or other reasons.

IV. REPORTING

A. Financial Report

The Final Financial Report is due thirty (30) days after project completion, see Federal and State Assurances.

B. Quarterly Financial/Programmatic Reports

The quarterly financial reports are due thirty (30) days after the quarter ends (December 30, March 30, June 30, and September 30).

V. CONSTRUCTION REQUIREMENTS

Prior to the start of any construction activity, the Applicant will ensure that all federal, state and local permits and approvals are obtained, and all permit conditions are addressed, including, the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, project plans, and specifications, as well as applicable building codes and program guidance.

No Construction Activity has been authorized under Disaster 4523.

VI. EXTENSIONS

All extensions must include documentation substantiating delays beyond its control, a detailed justification for the delay, the status of work completed, and to be completed, and a project timeline with the projected completion date.

All requests and approvals for extensions must be on the approved excel workbook, which includes the quarterly financial report, programmatic report, and project change request.

Applicants that request an extension must submit reports 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 State Administrative Agent's (SAA) close out period to submit reports/expenditures unless extenuation circumstances exist and the approval is issued in writing to the sub-grantee

Extension requests must follow the process described in Section III of the PAPPG V3.1 (page 141) and be sent to the GAR for consideration.

The regulatory time limitation for temporary facilities (Emergency Work) is 6 months from the Federal Declaration date. The State of Nevada may approve an extension up to 6 months; however, this must be in writing on the "Project Change" form with a narrative and justification. The State of Nevada may request additional time from FEMA, however, this will only be granted if the Applicant has already started the project and needs additional time to complete, and the extension is due to circumstances out of the Applicant's control for the emergency work. Please refer to the PAPPG V3.1.

VII. RESOURCES

- Federal and State Assurances
- Federal and State Administrative Plan also referred to as the DHS Standard Terms and Conditions for grants

- Financial/Programmatic Reporting
- The PAPPG V 3.1 (2018)
- The Department of Public Safety, Division of Emergency Management Grant Management Guide & FEMA procurement and contracting guidelines as well as all DEM & FEMA Bulletins
- The FEMA approved Project Worksheet

IN WITNESS WHEREOF, the Parties approve this Agreement:

Appointing Authority Date

Signatures

Authorized Official

City of Las Vegas

Not signed yet.

**Nevada Office of the Military, Division
of Emergency Management**

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