

AMENDMENT NO. 1

To

RESEARCH AGREEMENT

No. 2100137

BY AND BETWEEN

City of Sparks

AND

The Board of Regents of the Nevada System of Higher Education obo
University of Nevada, Reno

This AMENDMENT to the Research Agreement by and between City of Sparks (“Sparks”) and the Board of Regents, Nevada System of Higher Education (NSHE), obo the University of Nevada, Reno (“University”) is entered into and effective as of the date of last signing below as follows:

RECITALS

WHEREAS, Sparks and University entered into a Research Agreement effective August 19, 2020 for the performance of research work for a project entitled *Investigation of SARS-CV-2 Presence in Wastewater and Community Prevalence Monitoring* (the “Project”); and,

WHEREAS, in the course of performing the project it has come to the attention of the parties that it is necessary to amend the budget for the costs of providing the Research; and,

WHEREAS, additional subrecipient documentation is required in accordance with 2 C.F.R § 200.331; and,

WHEREAS, Sparks and University each desire to amend this Agreement by making certain changes to the budget and accepting further documentation as required by Federal guidance;

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and undertakings herein set forth, the Parties agree as follows:

1. The budget referenced in Section 3.1 of the Agreement and attached as Appendix A is hereby amended and a new budget, attached hereto as Appendix A-1, shall become the budget for the Project.

2. Additional Information and Federal Terms and Conditions (Appendix B to this Amendment) is hereby accepted and shall become effective as if it had been part of Research Agreement No. 2100137.
3. It is acknowledged that when reference to 'Appendix A' is made in the Agreement, it is referring to a six-page attachment entitled 'Proposal'.
4. In all other respects, the terms and conditions of the Research Agreement effective August 19, 2020 remains in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year written below their respective signatures.

CITY OF SPARKS

BOARD OF REGENTS, NSHE OBO
UNIVERSITY OF NEVADA, RENO

"Sparks"

"University"

By:



Signature

By:

Charlene Hart

Digitally signed by Charlene Hart
DN: cn=Charlene Hart, o=UNR, ou=VPRI,
email=chart@unr.edu, c=US
Date: 2020.11.05 17:05:27 -0800

Signature

Name: Neil C. Krutz, ICMA-CM

Name: Charlene Hart

Title: City Manager

Title: Associate VP for Research
Administration

Date:

11/12/20

Date:

11/05/2020

Appendix B of Amendment No. 1 to Research Agreement No. 2100137

Additional information and Federal Terms and Conditions for Research Agreement for Coronavirus Relief Funds between the City of Sparks, Nevada (Sparks) and The Board of Regents of the Nevada System of Higher Education obo University of Nevada Reno (University).

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): Board of Regents, University of Nevada, Reno
- Subrecipient's unique entity identifier (DUNS): 146515460
- Catalog of Federal Domestic Assistance (CFDA) Number: 21.019
- Federal Award Identification Number (FAIN): None
- Federal Award Date: March 27, 2020
- State of Nevada Passthrough Date: Funds received July 27, 2020
- Subaward Period of Performance Start and End Date: August 19, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to University by Sparks: \$1,790,385.00
- Federal Award Program Description: Under the CARES Act, the State of Nevada received \$836 million directly from the Coronavirus Relief Fund (CRF), of which \$19,176,261 was allocated to Sparks. Sparks has chosen to award part of the allocated distribution to University in accordance with the Research Agreement entered into on August 19, 2020.
- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: City of Sparks, Nevada
- Contact Information for pass-through entity:

Michael Drinkwater
Truckee Meadows Water Reclamation Facility
8500 Clean Water Way
Reno, NV 90502
Email Info: mdrinkwater@cityofsparks.us
- Award is for Research as described in the Research Agreement entered into on the 19th day of August 2020, by and between Sparks and University.

Subrecipient requirements:

- A. Compliance with Federal Requirements

University acknowledges that Eligible Expenses funded or reimbursed by Sparks to University are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). University agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. University further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement and the original Research Agreement, University shall comply with all applicable federal laws and regulations, including, but not limited to the provisions in this Agreement, the original Agreement, and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. University must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. University shall comply with all federal requirements including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- University is subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when University spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

B. Spending

Allowable costs are those tied to response and recovery activities related to COVID-19 and must be allowable pursuant to the Coronavirus Relief Fund requirements. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by University. Invoices submitted in accordance with Section 3.2 of Research Agreement No. 2100137 shall be recorded by line item of budget and be supported by checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges that are necessary for the project.

C. Program Fraud & False or Fraudulent Statements or Related Acts

University and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claim and Statements, which apply to the activities and actions of recipients,

subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

D. Debarment Suspension and Voluntary Exclusion

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws

E. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Sparks, auditors contracted by Sparks, or any duly authorized representative of Sparks, shall have the right of timely access to any records, documents, financial statements, papers, or other records of University that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to University under the Agreement. The right of access also includes timely and reasonable access to University's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph C below, but lasts as long as the records are retained.

F. Record Retention

University shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, asset reports, and all other subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission and approval of the final asset disposal report.

G. Personally Identifiable Information

University must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the University considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

H. Monitoring & Compliance

Sparks shall evaluate the University's risk of noncompliance and monitor the activities of University as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of University shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by Sparks to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from University. Sparks shall verify that University is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Sparks may take enforcement action against University for noncompliance as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations.

I. Close-Outs

University shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. University's obligation to Sparks will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (acquisition to disposal-life of the asset), submission of final financial report by January 15, 2021.

J. Audits & Inspections

All University records with respect to any matters covered by this Agreement shall be made available to Sparks, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by University within 30 days after notice of such deficiencies. Failure of University to comply with the audit requirements will constitute a violation of this Agreement. If University expends \$750,000 or more in total federal assistance (all programs) in a single year, then University must procure and pay for a single audit or a program-specific audit in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Upon completion of the audit, University shall submit to Sparks the reporting package specified in 2 C.F.R. 200.501, reports required by the program-specific guide (if applicable), a copy of any management letters issued by the auditor, and any follow-up and corrected actions plans for all audit findings. If University spending does not meet the Single Audit threshold, they are required to notify Sparks that they did not meet the single audit requirement. Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Sparks.

To be ratified by the City of Sparks City Council on February 8, 2021

IN WITNESS WHEREOF, the City of Sparks has caused this contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

CITY OF SPARKS, NEVADA

_____ Ed Lawson, Mayor

APPROVED AS TO FORM

_____ City Attorney

ATTEST

_____ Lisa Hunderman, City Clerk