

Governor's Office of Energy
Notice of Subgrant Award

SECTION A
Assurances

As a condition of receiving subgranted funds from the Governor's Office of Energy (GOE), the Subgrantee agrees to the following conditions:

1. This Notice of Subgrant Award shall be construed and interpreted according to the laws of the State of Nevada.
2. Subgrant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to GOE.
3. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditures beyond what is allowable based on approved categorical budget amounts, without prior written approval by GOE, may result in denial of reimbursement.
4. Approval of this subgrant budget by GOE constitutes prior approval for the expenditure of funds for specified purposes included in the budget. Unless otherwise stated in the scope of work, the transfer of funds between budgeted categories over 10% of any budgeted category without written prior approval from GOE is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
5. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by project number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final financial and narrative reports have been submitted to GOE.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

6. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. GOE reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
7. GOE subgrants are subject to inspection and audit by representatives of GOE, the Department of Administration, the Governor's Office of Finance Internal Audit Division and

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the Legislative Counsel Bureau Audit Division or other appropriate state or federal agencies to:

- a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
- b. Ascertain whether policies, plans and procedures are being followed;
- c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
- d. Determine reliability of financial aspects of the conduct of the project.

In addition to the above assurances, the Subgrantee agrees:

- To request reimbursement according to the schedule specified below for the actual expenses incurred related to the scope of work during the subgrant period.
 - A request for reimbursement should be submitted on a monthly basis (not more frequently than monthly and no less frequently than quarterly), no later than the 10th of the month on the prescribed Financial Status and Progress Report (FSPR) form.
 - Reimbursement is based on actual expenditures incurred during the period being reported. Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the policy of the Board of Examiners to restrict contractors/subgrantees to the same rates and procedures allowed State employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
 - Payment will not be processed without all reporting being current.
 - Reimbursement will not exceed the total subgrant award of **\$x.xx**;
 - Additional expenditure detail will be provided upon request from the GOE.
 - A final FSPR to GOE will be submitted within 60 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to GOE at that time, or if not already requested, shall be deducted from the final award.
- If this subgrant funds any form of written or visual materials that identifies GOE, the materials shall be sent to this office for review and comment prior to publication.
- Subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Subgrant Award without the prior written consent of GOE.
- To the extent authorized by law, Subgrantee agrees to indemnify and save and hold the State, its agents and employees harmless from any and all claims, causes of action or liability arising from the acts or omissions of the Subgrantee, or Subgrantee's agents or employees under this agreement.
- Subgrantee certifies that the subgrant funds will supplement, and not supplant, funds otherwise available for this project under state or federal law.

GOE agrees:

- To provide technical assistance, upon request from the Subgrantee;
- GOE may consider an advance of funds if deemed necessary to fulfill the requirements of an on-going project. To request an advancement of funds for expenses to be incurred within the next 30 days, Subgrantee will provide a written justification and breakdown of anticipated expenses to be incurred. Subgrantee will also complete and sign the Advancement of Funds form provided by the GOE program manager;

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- GOE reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by GOE.

Both parties agree:

- Periodic site/monitoring visits will be performed during the project period. The site/monitoring visits are of both a programmatic and fiscal nature and may be performed either via desk audit or on-site. GOE staff will ensure that Subgrantee is notified prior to the site/monitoring visit.
- All reports of expenditures and requests for reimbursement processed by GOE are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the GOE, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Federal Funding: NOTE: Add in the federal assurances here if the subgrant is being funded in whole or in part by federal funds. Otherwise, keep assurances as is and delete this line.

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