

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Indra S. Winqest  
District General Manager

**SUBJECT:** Review, discuss and possibly accept the Washoe County Notice of Subaward (Non-Competitive Grant) in the amount of \$250,000 for the purpose of improving the Skate Park (CIP Project 4378BD2202) located at the corner of Southwood and Tahoe Boulevards

**DATE:** December 14, 2022

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to accept the Washoe County Notice of Subaward (Non-Competitive Grant) in the amount of \$250,000 for the purpose of improving the Skate Park (CIP Project 4378BD2202) located at the corner of Southwood and Tahoe Boulevards.

**II. STRATEGIC PLAN REFERENCES**

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

*The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.*

**LONG RANGE PRINCIPLE #7 - GOVERNANCE**

*The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency to the greatest extent possible.*

1. Continue to create inter-agency partnerships and foster strong collaborative relationships with Local, Regional, County and State agencies.

### **III. BACKGROUND**

*From the General Manager's Report of September 28, 2022*

#### **Washoe County Non-Competitive Grant**

The District was notified this past summer that the request for ARPA funding through Washoe County for the effluent pipeline and effluent storage project was declined. Because of this decision, Staff has requested consideration for any other District projects that may be eligible for ARPA funding. Staff is working with Washoe County to bring before the IVGID Board of Trustees an opportunity to accept a non-competitive grant (ARPA Funding) for \$250,000 for a qualified project. This is the amount that Washoe County has authorized to general improvement districts. After evaluating potential projects, Staff has identified the 2022/2023 Board approved CIP Skate Park Improvements Project and Washoe County has agreed that it does fit into the grant requirement specifications.

Staff did look at a variety of projects that fit the grant criteria and identified this project as the one that, in the greatest way, benefits the community. The Skate Park improvement project is currently budgeted for a total of \$190,000 between Fiscal Year 2023 and Fiscal Year 2026. It is likely, based on the current construction environment, that there may be a need for additional budget. In the event that the project were to be less than \$250,000, Staff is clarifying whether the remaining grant funds can be used for other projects as Staff has identified playground replacement projects as potential candidates. The noncompetitive grant went before the Washoe County Commissioners for their approval, at their October 25 meeting where it was approved. Washoe County Staff is now working to complete the subgrant agreement and it will come before the IVGID Board of Trustees on December 14 for acceptance of the Washoe County approved grant funds. As a reminder, the IVGID Board of Trustees at the January 12, 2022 meeting discussed and identified Board priority projects, which included the Skateboard Park project.

This grant request went before the Washoe County Commissioners on October 25, 2022 and below is a reference link to that agenda packet.

October 25, 2022 Meeting Agenda for the Washoe County Commissioners (Pg 6)

[https://www.washoecounty.gov/bcc/board\\_committees/2022/files/agendas/2022-10-25/BCC%20-%2010.25.22.pdf](https://www.washoecounty.gov/bcc/board_committees/2022/files/agendas/2022-10-25/BCC%20-%2010.25.22.pdf)

The grant request was approved at the October 25, 2022 and following is the meeting outcome document from said meeting:

October 25, 2022 Meeting Outcome for the Washoe County Commissioners (#3)

<https://washoelife.washoecounty.gov/washoe-county/top-headlines-from-the-board-of-county-commissioners-meeting-114/>

Also attached is the enabling Washoe County Commissioners Resolution R22-118.

*From the General Manager's Report of November 9, 2022*

### **Washoe County Non-Competitive Grant**

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#### **IV. FINANCIAL IMPACT AND BUDGET**

Attached is the data sheet included in this year's approved Capital Improvement Project. The proposed project will begin work immediately with design work commencing in December 2022/January 2023. There is a very good possibility that this will result in a design/build process; however, Staff is recommending that the design contract be issued as the first step. This contract is budgeted and will be within the District General Manager's signature authority.

#### **V. ATTACHMENTS**

Washoe County Subaward Grant Agreement  
Washoe County Commissioners Resolution R22-118  
IVGID Datasheet (CIP Project 4378BD2202)

## NOTICE OF SUBAWARD

|  |   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
|--|---|----------|------------------|----------|--------------------|----------|---------------------|-----------|----------------------------------|------------|-----------------|-----------|----------------------|----------|--------------|------------------|---|
| <b>Program Name:</b> IVGID Skate Park Enhancement  | <b>Subrecipient Name:</b> Incline Village General Improvement District  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Awarding Agency:</b> Washoe County, Office of the County Manager - Community Reinvestment   | <b>Address:</b> 893 Southwood Boulevard, Incline Village, Nevada, 89451 |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Address:</b> 1001 E. 9 <sup>th</sup> Street, Reno NV 89512-0027   |   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Performance Period:</b> January 1, 2023 – December 31, 2024   | <b>Subrecipient's UEI Number:</b><br>NRCMTNZ7RLX4                       |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Purpose of Award:</b> To support the enhancement of Incline Village's Skate Park to allow for additional recreational opportunities in the community.   |   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Amount of Award:</b> \$250,000  | <b>CFDA#:</b> 21.027  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>1. Personnel</b></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>2. Travel</b></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>3. Supplies</b></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>4. Equipment</b></td> <td style="text-align: right;">\$ 35,000</td> </tr> <tr> <td><b>5. Contractual/Consultant</b></td> <td style="text-align: right;">\$ 190,000</td> </tr> <tr> <td><b>6. Other</b></td> <td style="text-align: right;">\$ 25,000</td> </tr> <tr> <td><b>7. Indirect %</b></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$250,000</b></td> </tr> </table> <p>No indirect allowed</p> | <b>1. Personnel</b>   | \$ _____ | <b>2. Travel</b> | \$ _____ | <b>3. Supplies</b> | \$ _____ | <b>4. Equipment</b> | \$ 35,000 | <b>5. Contractual/Consultant</b> | \$ 190,000 | <b>6. Other</b> | \$ 25,000 | <b>7. Indirect %</b> | \$ _____ | <b>TOTAL</b> | <b>\$250,000</b> | <b>Disbursement of funds will be as follows:</b><br>Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed <b>\$250,000</b> . |
| <b>1. Personnel</b>  | \$ _____  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>2. Travel</b>   | \$ _____  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>3. Supplies</b>   | \$ _____  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>4. Equipment</b>  | \$ 35,000   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>5. Contractual/Consultant</b>   | \$ 190,000  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>6. Other</b>  | \$ 25,000   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>7. Indirect %</b>   | \$ _____  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>TOTAL</b>   | <b>\$250,000</b>  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Amount of Federal Funds obligated this Action</b>   | \$250,000   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Total Amount of Federal Funds obligated to Subrecipient</b>   | \$250,000   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Source of Funds:</b> American Rescue Plan Act State and Local Fiscal Recovery Funds   |   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| This Award is not for Research & Development   | <b>Subaward #:</b> 8  |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Federal Awarding Agency:</b> U.S. Treasury Department   | <b>Granting Entity (Pass through):</b><br>Washoe County                 |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>State Pass Through Entity:</b> N/A  | <b>Subrecipient:</b> Incline Village General Improvement District       |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Washoe County Contact:</b> Carissa Bradley, 775-895-4154<br>cbradley@washoecounty.gov   | <b>Subrecipient Contact:</b> Susan Herron,<br>Susan_Herron@ivgid.org    |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Terms and Conditions:</b><br><ol style="list-style-type: none"> <li>1. Expenditures must comply with appropriate state and/or federal regulations,</li> <li>2. This award is subject to the availability of appropriate funds; and</li> <li>3. The recipient of these funds must agree to stipulate to the incorporated documents.</li> </ol>   |   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |
| <b>Incorporated Documents:</b><br><ol style="list-style-type: none"> <li>1. Notice of Subaward</li> <li>2. Washoe County Grant Agreement</li> <li>3. Scope of Work</li> <li>4. Project Budget</li> </ol>   |   |          |                  |          |                    |          |                     |           |                                  |            |                 |           |                      |          |              |                  |   |

## **WASHOE COUNTY SUBGRANT AGREEMENT**

THIS SUBGRANT AGREEMENT is made effective November 17, 2022, by and between Washoe County, a political subdivision of the State of Nevada (COUNTY), and Incline Village General Improvement District, a quasi-municipal entity established under Nevada Revised Statute, Chapter 318, for the purpose of the managing recreation in Incline Village, Nevada, having a business address located at 893 Southwood Boulevard, Incline Village, Nevada 89451 (SUBGRANTEE).

### **WITNESSETH:**

**WHEREAS**, the American Rescue Plan Act established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund. Washoe County was awarded a grant of \$91,587,038 in State and Local Fiscal Recovery Funds (SLFRF) from the United States Department of Treasury: and

**WHEREAS**, the SLFRF allows for the transfer of funds from the COUNTY to quasi-municipal entities, and allows for the provision of assistance to organizations to address the negative economic impacts of the Coronavirus pandemic; and

**WHEREAS**, the SUBGRANTEE's project is an eligible use for SLFRF funding under Expenditure Category 2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety according to the U.S. Treasury Department's Coronavirus State and Local Fiscal Recovery Funds Final Rule; and

**WHEREAS**, the SUBGRANTEE's legal status is as a body corporate and politic and a quasi-municipal corporation as provided in NRS 318.015; and

**WHEREAS**, the mission of the SUBGRANTEE is to continually enhance the reputation of [our] community as an excellent place to live, work, recreate, visit and invest; and

**WHEREAS**, the impacts from the coronavirus pandemic are far-reaching with negative outcomes which continue to be felt deeply in many sectors of our community. This project will enhance the Incline Village Skate Park and provide for neighborhood features that allow for children and family to recreate safely; and

**WHEREAS**, in consideration of receipt of this funding, the SUBGRANTEE agrees to abide by the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to all terms and conditions of this Agreement, the Parties hereto agree as follows:

### **1. PURPOSE**

The intent of this Agreement is to pass through to the SUBGRANTEE SLFRF funding

from the U.S. Treasury to provide funding to enhance the Incline Village Skate Park and provide for neighborhood features that allow for children and family to recreate safely starting January 1, 2023 through December 31, 2024.

**2. SUBGRANTEE DUTIES**

SUBGRANTEE agrees to perform all duties as described in the Scope of Work attached hereto as Exhibit A.

**3. TERM OF AGREEMENT**

The term of this Agreement is from January 1, 2023 through December 31, 2024. All required purchases and expenses hereunder shall be completed by December 31, 2024. This Agreement shall become effective once approved by the authorized official of each party.

**4. NOTICES**

All notices and other communications required or permitted to be provided shall be in writing and may be delivered by hand, facsimile transmission with verification of receipt, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| COUNTY                               | SUBGRANTEE                          |
| Washoe County                        | Incline Village GID                 |
| Carissa Bradley                      | Susan Herron                        |
| Grants and Community Program Analyst | Director of Administrative Services |
| 1001 E. 9 <sup>th</sup> Street       | 893 Southwood Boulevard             |
| Reno, NV 89512                       | Incline Village, NV 89451           |

Or to such other addresses as any party may designate by notice in accordance with this Section. Notice shall be deemed effective upon hand delivery or facsimile with verification of receipt, or three days after deposit with United States mail postage prepaid and return receipt requested.

**5. COMPENSATION**

A. During the term of this Agreement, and subject to all terms and conditions set forth herein, the COUNTY shall reimburse SUBGRANTEE for all direct costs incurred consistent with the grant and purposes of this Agreement and the Budget attached hereto and incorporated herein. SUBGRANTEE shall submit to the COUNTY invoices, no more often than monthly, by the tenth of the month. Reimbursement shall not exceed in total by the end of the grant the sum of Two Hundred Fifty Thousand Dollars and 00 cents [\$250,000].

B. PROJECT BUDGET: Eligible costs and expenses are detailed in the budget of allowable expenses set forth in Exhibit B – Project Budget. Budget or program revisions cannot be made without prior approval from COUNTY.

**C. FORM OF FINANCIAL BACKUP:**

- a) SUBGRANTEE shall be reimbursed after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of this Agreement.
- b) SUBGRANTEE agrees that all costs of goods and services pursuant to this Agreement, shall be recorded by line item and supported by checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the purchases shall be recorded in a separate fund and accessible to the COUNTY upon three (3) business days advance written notice.
- c) SUBGRANTEE agrees that excerpts or transcripts of all checks, invoices, contracts, vouchers, orders and other accounting documents related to the activity will be provided upon request to COUNTY upon 3 business days written notice.

**6. REPORTING**

- A. **ACTIVITY REPORTING:** The SUBGRANTEE will provide a brief status update of the program activities outlined in Exhibit A – Scope of Work. The activity report is due on the 10<sup>th</sup> day of the month, following the end of the quarter.
- B. **FINANCIAL REPORTS:** The SUBGRANTEE will provide a financial report specifically identifying expenses for all cost categories detailed in Exhibit B – Project Budget. The SUBGRANTEE is responsible to ensure that SUBGRANTEE complies with all accounting reporting requirements in federal law and the Nevada Revised Statutes. The financial report is due on the 10<sup>th</sup> day of the month, following the end of quarter or via draw request on no more than monthly basis.
- C. **CLOSEOUT FINANCIAL REPORTS:** Closeout financial reports and reimbursement requests must be submitted by 90 days from end of period of performance. Documentation to include final financial summary of expenses, and checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges.
- D. **ANNUAL AUDIT:** SUBGRANTEE will submit a copy of their annual audit and management letter to COUNTY within 60 days of the audit completion, if the subrecipient is determined to be subject to federal single audit requirements. Audit must comply with all applicable standard accounting practices.



## **7. MONITORING AND ACCESS TO RECORDS**

- A. SUBGRANTEE shall allow duly authorized representatives of the COUNTY to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:
- Whether the objectives of the project are being achieved;
  - Whether management control systems and internal procedures have been established to meet the objectives of the program;
  - Whether financial operations of the project are being conducted according to generally accepted accounting principles (GAAP);
  - Whether the provisions of Federal and State laws and regulations identified in this Agreement are being followed.
- B. COUNTY will monitor SUBGRANTEE activities to ensure that the federal dollars are used for authorized purposes in compliance with the federal program laws, regulations, and grant agreements, and ensuring that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:
- a. Reporting: Reviewing financial and performance reports submitted by SUBGRANTEE
  - b. Site Visits: Performing visits to SUBGRANTEE offices or project site to review financial records, programmatic records, and observe operations.
  - c. Regular Agreement: Regular agreements with SUBGRANTEE and appropriate inquiries concerning program activities.

Nothing in this subsection or any other provision in this agreement shall relieve SUBGRANTEE of primary responsibility for compliance with all terms of the grant, including all applicable federal, state, and local laws thereto.

- C. Records must be easily retrievable for examination by authorized COUNTY, or Treasury Department administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of grantees and SUBGRANTEES, which are pertinent to a Federal grant, in order to make audit, examinations or excerpts, and transcripts.

## **8. GENERAL PROVISIONS**

- A. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:
- a. SUBGRANTEE agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement. The SUBGRANTEE agrees to follow all federal, state and local laws

pertaining to the operation of said SUBGRANTEE.

- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. 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.
  - ii. Universal Identifier and active System for Award Management (SAM) registration, 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. 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.
  - iv. 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.
  - v. 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.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

**B. AMENDMENT & ASSIGNMENT:** This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both of the parties as a condition precedent to its entry into effect. Neither party may assign this Agreement without the express written consent of the other party.

**C. RECORDS ADMINISTRATION:**

- a. The SUBGRANTEE shall maintain or supervise the maintenance of all records and financial documents sufficient to support compliance with section 601(d) of the Social Security Act. regarding the eligible uses of funds.

- b. 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 SUBGRANTEE in order to conduct audits or other investigations.
- c. Records shall be retained by the SUBGRANTEE for five years after all funds have been expended, and the project has been monitored and closed by the COUNTY or until all litigation, claims, or audit findings involving the records have been resolved and final action taken
- d. The SUBGRANTEE agrees to allow Federal auditors, and COUNTY staff access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

D. CONFLICT OF INTEREST:

- A. SUBGRANTEE confirms that no officer, employee or agent of the SUBGRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award.
- B. SUBGRANTEE's officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

E. INDEPENDENT CONTRACTOR: The SUBGRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the COUNTY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the COUNTY, unless expressly set forth herein. Compensation stated herein shall be the total amount payable to the SUBGRANTEE by the COUNTY. The SUBGRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the COUNTY for services under this Agreement. Persons employed by the COUNTY and acting under the direction of the COUNTY shall not be deemed to be employees or agents of the SUBGRANTEE. Nothing contained herein shall be construed to mean that the SUBGRANTEE shall be responsible, directly or indirectly, for any taxes incurred by a recipient attributable to the financial assistance received pursuant to this Agreement.

F. **TERMINATION:** In addition to any other provision of this Agreement allowing for termination, this Agreement may be terminated without cause in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. SUBGRANTEE shall be reimbursed all eligible costs, expenses and obligations incurred on or before this 30<sup>th</sup> day following notice of termination. SUBGRANTEE shall provide no new financial assistance or services following notice of termination of this Agreement.

G. **INSURANCE AND INDEMNIFICATION:**

LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

INDEMNIFICATION.

- a. Consistent with the above paragraph of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

H. **EQUAL OPPORTUNITY CLAUSE:** The SUBGRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.

I. STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION APPLICABLE TO THIS AWARD, INCLUDE, WITHOUT LIMITATION, THE FOLLOWING:

1. 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 grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII-IX 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, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. 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
5. 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.

J. SEVERABILITY: The Parties intend that every term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable, or contrary to law, public policy, equity or for any other reason, the offending term or provision shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law or a court order, and the remainder of this Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

K. DEBARMENT: The SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the SUBGRANTEE cannot certify this statement, attach a written explanation for review by the COUNTY. The SUBGRANTEE must notify the Award Manager within 30 days if debarred by any governmental entity during the Agreement period.

L. NON-APPROPRIATION OF FUNDS: The SUBGRANTEE acknowledges that the COUNTY may only contract for the payment of federal funds which are actually provided by U.S. Department of the Treasury. If full funding to the

COUNTY is not provided by Treasury as initially expected, or as described herein, the COUNTY, after providing documentary evidence of same, in its sole discretion may terminate this Agreement or proportionately reduce the services and the amount due from the COUNTY upon 30 days written notice without penalty, charge or sanction to County. In the case that funds are not available or are reduced as provided herein, the COUNTY will not be liable for any future commitments, penalties, or liquidated damages claimed by SUBGRANTEE for any reason.

- M. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY: SUBGRANTEE represents and warrants to COUNTY that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any materials owned by third parties supplied or specified by it for deliverables under this Agreement, and that the use of any such third party intellectual property does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. The SUBGRANTEE will release, indemnify and hold the COUNTY, its officers, agents and employees harmless from liability of any kind or nature, including the SUBGRANTEE'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance, and any other intellectual property furnished or used in the performance of this Agreement.
- N. INELIGIBLE EXPENSES: SUBGRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the SUBGRANTEE will be immediately refunded to the COUNTY by the SUBGRANTEE; provided that Subgrantee has had an opportunity to provide additional documentation of proper reimbursement. The SUBGRANTEE further agrees that the COUNTY shall have the right to withhold any or all subsequent payments under this Agreement to the SUBGRANTEE until the recoupment of overpayments is made.
- O. PUBLIC INFORMATION: Nevada Revised Statutes Chapter 239 declares certain records and documents to be public documents. Unless documents or records are confidential or privileged, SUBGRANTEE agrees that this Agreement and any records related to the performance of the duties described in this Agreement and which are required to be provided to the COUNTY by this Agreement may be public documents and may be available for distribution. SUBGRANTEE gives the COUNTY express permission to make copies of the Agreement and related documents.

P. PROCUREMENT STANDARDS AND ETHICS: The SUBGRANTEE will adopt procurement standards and code of conduct in keeping with the Federal procurement standards and rules.

Q. DEFAULT, REMEDIES AND TIME TO CURE:

Default and Notice to Cure.

1. Default and Notice to Cure.

- a. A default occurs if there is a material breach of this Agreement as defined herein and which is not cured within the time specified herein.
- b. If either Party to this Agreement believes that a breach under this Agreement has occurred, it shall give the other Party notice in writing and the notified Party shall have fifteen (15) business days to cure the breach. If the notified Party has commenced and is diligently pursuing a cure for the breach, such cure period shall be extended only as reasonably necessary to complete such cure.

c. COUNTY's Remedies. If a default occurs without excuse or discharge and remains uncured after written notice is provided to the SUBGRANTEE thereof and the cure period specified above, has elapsed, the COUNTY may declare a default and exercise any combination of the following remedies to the extent allowed by law or equity, which are cumulative so that the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default:

- i. Seek injunctive and declaratory relief for specific performance of the obligations under this Agreement;
- ii. Bring an action for damages;
- iii. Terminate the Agreement for cause pursuant to subsection 2, below; and/or
- iv. Pursue any other remedy provided for in law or equity.

d. SUBGRANTEE's Remedies. If a default occurs without excuse or discharge remains uncured after written notice is provided to COUNTY and the cure period specified above, has elapsed, the SUBGRANTEE may declare a default and exercise any combination of the following remedies to the extent allowed by law or equity, which are cumulative so that the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default:

- i. Seek injunctive and declaratory relief for specific performance of the obligations under this Agreement; and/or
- ii. Bring an action for damages;

- iii. Terminate the Agreement for cause pursuant to Subsection 2, below; and/or
    - iv. Pursue any other remedy provided in law or equity.
  - e. Waivers. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any such breach or default, or of any such rights or remedies, or deprive such Party's right to institute and maintain any actions or pursue any remedies. Waivers are binding on a Party only if expressed in writing, signed by an authorized officer of the waiving Party.
- 2. Termination for Cause. Either Party may terminate this Agreement for cause, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:
  - a. Materially breaches this Agreement and such breach is incapable of cure or;
  - b. With respect to a material breach capable of cure, the Defaulting Party does not cure such breach within the cure period provided in Section 8.Q.1 after receipt of written notice of such breach.
  - c. Becomes insolvent or admits its inability to pay its debts generally as they become due;
  - d. Becomes subject voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or solvency law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within forty-five (45) days after filing;
  - e. Is dissolved or liquidated or takes any corporate action for such purpose;
  - f. Makes a general assignment for the benefit of creditors; or
  - g. Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or of or sell any material portion of its property or business.

R. FORCE MAJEURE: No Party shall be liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the impacted Party) failure or delay was caused by or results from the following force majeure events ("Force Majeure event(s)"):
 

- Acts of God;

- a. Flood, fire, earthquake or other potential disasters or catastrophes such as epidemics, explosion or pandemics such as COVID-19;



- b. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- c. Government order, law or action;
- d. Embargos or blockades in effect on or after the date of this Agreement;
- e. National or regional emergency;
- f. Strikes, labor shortages or slowdowns or other industrial disturbances; and
- g. Shortage of adequate power or transportation facilities, and other similar events beyond the reasonable control of the impacted Party.

The impacted Party shall give notice within ten (10) days of the force majeure event to the other Party, stating the period of time the occurrence is expected to continue. The impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the impacted Party's failure or delay remains uncured for a period thirty (30) consecutive days following written notice given by it under this Section, either Party may thereafter terminate this Agreement upon thirty (30) days written notice.

- S. LAW/ MISCELLANEOUS: This Agreement and the performance of the duties described in the Agreement are governed, interpreted and shall be construed in accordance with Nevada law, without regard to choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the Second Judicial District Court in and for the County of Washoe located in Washoe County, Nevada.
- T. FALSE STATEMENTS: The Parties understand that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- U. PUBLICATIONS: Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal funds from the American Rescue Plan Act State and Local Fiscal Recovery Fund awarded to Incline Village General Improvement District by Washoe County passed through from the U.S. Department of the Treasury."
- V. DEBTS OWED THE FEDERAL GOVERNMENT:
  - a. Any funds paid to SUBGRANTEE (1) in excess of the amount to which SUBGRANTEE 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 not repaid by

SUBGRANTEE as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by SUBGRANTEE. 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. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- d. Funds for payment of a debt must not come from other federally sponsored programs.

W. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), SUBGRANTEE 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.

X. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, SUBGRANTEE should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBGRANTEE should establish workplace safety policies to decrease accidents caused by distracted drivers.

Y. PROTECTIONS FOR WHISTLEBLOWERS:

- a. In accordance with 41 U.S.C. § 4712, SUBGRANTEE may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below 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.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; and/or
- vii. A management official or other employee of SUBGRANTEE, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- viii. SUBGRANTEE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- Z. ENTIRE AGREEMENT: This Agreement, the Notice of Award, and Exhibits A, B and C, constitute the Parties' entire understanding concerning the subject matter of this Agreement and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto.
- AA. SECTION HEADINGS: The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.
- BB. WAIVER OF BREACH: Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless contained in a written document executed with the same formality and equal dignity herewith and attached to the original Agreement.
- CC. NO THIRD-PARTY BENEFICIARIES: This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
- DD. LIMITATION OF LIABILITY: COUNTY will not waive and intends 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 the COUNTY's breach of this Agreement shall never exceed the amount of funds that 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.

- EE. CONSTRUCTION: Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.
- FF. ENFORCEABILITY: This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.
- GG. PRONOUNS: All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.
- HH. TIME: Time is of the essence with respect to each and every obligation contained herein.
- II. COUNTERPARTS: This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.
- JJ. SURVIVAL OF TERMS. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, duties of indemnification and limitations of liability.

**WASHOE COUNTY**

\_\_\_\_\_  
 Eric P. Brown  
 County Manager, Washoe County

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
 Washoe County Clerk

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

\_\_\_\_\_  
 Indra S. Winquest  
 District General Manager

Date: \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK**  
Incline Village General Improvement District  
Skate Park Enhancements

Incline Village GID intends to hire an architect to evaluate the current skate park and design recommendations for improvements. Following these recommendations, IVGID will hire a construction company to install an enhanced skate park that meets the needs of the Incline Village Community.

The objective of this project is to enhance the skate park so that additional skate area can be provided along with beginner elements to better suit the growing number of users the park has.

## EXHIBIT B – PROJECT BUDGET

Washoe County will provide funds for the following budget categories.

Incline Village General Improvement District – Skate Park Enhancements

|             |                  |
|-------------|------------------|
| Equipment   | \$35,000         |
| Contractual | \$190,000        |
| Other       | \$25,000         |
| Total Funds | <b>\$250,000</b> |

Changes to the budget must be approved by the Community Reinvestment Manager.

**RESOLUTION: R22-118**

Authorizing grant of funds to Incline Village General Improvement District

**WHEREAS**, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to certain nonprofit organizations or governmental entities created for religious, charitable or educational purposes; and

**WHEREAS**, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the American Rescue Plan Act funds through the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, Assistance Listing #21.027, passed through to Incline Village General Improvement District for the Skate Park Enhancement program will provide a substantial benefit to the inhabitants of Washoe County;

**WHEREAS**, Incline Village General Improvement District legal status is as a nonprofit corporation created for charitable purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY**, that the Board hereby grants to

1. Incline Village General Improvement District, a grant in the amount of \$250,000.
2. The purpose of the SLFRF- ARPA funded program is for skate park enhancements.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Subgrant Agreement.

Adopted this 25<sup>th</sup> Day of October 2022

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Vaughn Hartung, Chairman  
Washoe County Commission

ATTEST:

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County Clerk



## Project Summary

|                        |   |
|------------------------|---|
| <b>Project Number:</b> | 4378BD2202                                    |
| <b>Title:</b>          | Skate Park Enhancement                        |
| <b>Project Type:</b>   | D - Capital Improvement - Existing Facilities |
| <b>Division:</b>       | 78 - Parks Services                           |
| <b>Budget Year:</b>    | 2023  |
| <b>Finance Option:</b> |   |
| <b>Asset Type:</b>     | BD - Buildings & Structures                   |
| <b>Active:</b>         | Yes   |

|                            |  |
|----------------------------|--|
| <b>Project Description</b> | Conduct an evaluation on the kind of improvements that enhance the skate park. |
|----------------------------|--|

|                               |                                   |
|-------------------------------|-----------------------------------|
| <b>Project Internal Staff</b> | Parks Superintendent, Engineering |
|-------------------------------|-----------------------------------|

|                              |   |
|------------------------------|---|
| <b>Project Justification</b> | The skate park was constructed in 2001 and the sport has evolved tremendously since then. Hire a skate park consultant designer to evaluate the current skate park and make recommend for future improvements. We currently have only three street elements which are not user friendly beginner leveler features. We look to determine the opportunities to use a flat area (5638 square footage) with features that provide additional skate area and beginner elements to better suit the growing number of users the park has. The current skate park design has skaters using much of the flat areas to flow into or out of the bowls, which is in conflict with younger skaters and overall traffic flow. Of the nine surrounding skate parks in the area, Incline Village's is the smallest. Spreading the skaters out will reduce the likelihood of injuries and provide to skaters with a state-of-the-art facility that addresses all ages and skill levels which would also provide for a less congested skating area. |
|------------------------------|---|

| Forecast  |                |               |                |
|---|----------------|---------------|----------------|
| Budget Year   | Total Expense  | Total Revenue | Difference     |
| 2023  |                |               |                |
| Consultant, Design  | 10,000         | 0             | 10,000         |
| Year Total  | 10,000         | 0             | 10,000         |
| 2024  |                |               |                |
| 5600 Sq. Feet Concrete Pad  | 150,000        | 0             | 150,000        |
| Year Total  | 150,000        | 0             | 150,000        |
| 2025  |                |               |                |
| Bolt-in skate features  | 20,000         | 0             | 20,000         |
| Year Total  | 20,000         | 0             | 20,000         |
| 2026  |                |               |                |
| Site Furnishing (6 Picnic tables, benches, bear boxes, trash/recycle) | 10,000         | 0             | 10,000         |
| Year Total  | 10,000         | 0             | 10,000         |
|   | <b>190,000</b> | <b>0</b>      | <b>190,000</b> |

| Year Identified | Start Date  | Est. Completion Date | Manager              | Project Partner |
|-----------------|-------------|----------------------|----------------------|-----------------|
| 2022            | Sep 1, 2022 | Oct 31, 2026         | Parks Superintendent |                 |