

Recorder's Office Cover Sheet

Recording Requested By:

Name: Debbie Swickard

Department: Finance



00152876202209835240060068

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

FILED

NO. 2022.062

4/8/2022
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

COMMUNITY GRANT AGREEMENT

BY ed DEPUTY

AN AGREEMENT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

KIDS AND HORSES

This Community Grant Agreement (“Agreement”) is entered into by and between Douglas County, 1594 Esmeralda Avenue, Minden, NV 89423, a political subdivision of the State of Nevada (the “County”), and Kids and Horses, 2869 Esaw Street, Minden, NV 89423, (the “Grantee”). The County and Grantee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WHEREAS, the County has allocated funding within the Fiscal Year 2021-2022 budget for the Community Grant Program in accordance with Nevada Revised Statute (NRS) 244.1505 to award grant funding to non-profit community organizations that provide a substantial benefit to the residents of the County; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Grantee mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract is effective on the date signed by both parties and shall continue in effect until no later than June 30, 2022, unless earlier terminated by either party in accordance with the terms of this Agreement.

2. AMOUNT OF GRANT. The County shall pay to Grantee an amount not to exceed \$14,400.00 (“Grant Funds”) disburseable in accordance with Paragraph 3 of this Agreement.

3. PURPOSE AND DISBURSEMENT OF GRANT. Purpose and Disbursement of Grant. Grantee shall use the Grant Funds solely for funding as noted in their Community Grant Application and set forth in Exhibit A – FY 21-22 Community Grant Award Letter, attached hereto and incorporated by reference herein. Douglas County shall disburse grant funds to Grantee within 30 days of Grantee’s submittal of an invoice requesting grant funds for reimbursement to Inbox - Community Grant Community_Grant@douglasnv.us. In addition to the invoice, Company shall provide to Douglas County all reasonably necessary supporting documentation, copies of original invoice(s) and proof(s) of payment, or any other documentation required under any federal or state law or regulation, including federal regulation 2 CFR 200, to support the request for reimbursement. If wages are to be reimbursed, a timesheet, signed by the wage earner’s supervisor, and documentation that wages were paid by Grantee must be submitted with the invoices. No funds shall be disbursed to Grantee unless all requested and required supporting documentation is provided to Douglas County.

4. DEADLINE FOR USE OF GRANT FUNDS. Grantee shall have until June 30, 2022 to expend the Grant Funds provided for under this Agreement. Final request for reimbursement to the Company shall be submitted to Douglas County Finance, Inbox - Community Grant Community_Grant@douglasnv.us no later than July 31, 2022. Any purchases dated after June 30, 2022 cannot be reimbursed.

5. DOCUMENTATION OF GRANT FUNDING. The Grantee shall adhere to COMMUNITY GRANTS PROGRAM Policy 100.08, specifically Section 8 Funding, and shall deliver to the County, Inbox - Community Grant Community_Grant@douglasnv.us, a written report within 60 days of the project or program completion that includes qualitative and quantitative information showing how Grant Funds were utilized. Once all grant requirements have been met, the County will send a Close Out letter as stated in 2.6 Douglas County Community Grants Program Policies and Procedures.

6. COMPLIANCE WITH APPLICABLE LAWS. Grantee shall comply with all applicable federal, state, and local laws ordinances, and regulations that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated.

7. ADMINISTRATION OF GRANT AGREEMENT. The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Grantee and County and notices required under this Agreement shall be sent to the individuals listed below:

County POC: Douglas County, Nevada
Attn. Debbie Swickard
Douglas County Finance
1594 Esmeralda Avenue
PO Box 218
Minden, NV 89423

Grantee POC:

Catherine O'Brien
2869 Esaw Street
Minden NV 89423

8. COUNTY AUDIT AND INSPECTION OF GRANTEE RECORDS. Upon request of the County, the Grantee shall make available to the County for examination all of Grantee's records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Grantee shall maintain such records in an accessible location and condition for a period of not less than three years following the termination of this Agreement, unless County agrees in writing to an earlier disposition.

9. TERMINATION OF AGREEMENT. The County may, upon written notice to Grantee stating the effective date, terminate this Agreement in whole or in part, for any reason. Within five (5) business days of any such termination, Grantee shall return to County any unexpended Grant Funds paid to County under this Agreement.

10. INDEPENDENT CAPACITY OF GRANTEE. In the performance of this Agreement, Grantee and its officers, agents, employees, volunteers, and other representatives shall act in an independent capacity, and not as officers, agents, employees, volunteers, and other representatives of the County. This Agreement does not create an employment relationship between Grantee and County.

11. SUSPENSION AND DEBARMENT CERTIFICATION. By signing this Agreement, Grantee certifies that he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding, if applicable to Grantee's grant award.

12. LOBBYING PROHIBITION. No Local, State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

13. PUBLIC RECORDS LAW. Grantee expressly understands and agrees that all documents submitted, filed, or deposited with the County by Grantee, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Grantee expressly and indefinitely waives all of his/her/its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees, agents, volunteers, or other representatives arising out of or related to Grantee's performance under this Agreement. Grantee will defend, hold harmless and/or indemnify County against such claims. For avoidance of doubt, and without limitation, the defense and indemnity obligations set forth in this Paragraph shall specifically apply to any actions against the County by a federal or state agency to disallow grant funds or otherwise enforce compliance under any applicable federal or state requirements. Notwithstanding the obligation of Grantee to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Grantee, its officers, employees and agents. Such participation shall be at County's own expense, and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

15. CONSTRUCTION OF AGREEMENT. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the

drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

16. MODIFICATION OF CONTRACT. This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

17. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Contractor or County.

18. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement.

20. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be signed and intend to be legally bound thereby.

Grantee

By: Catherine O'Brien

Catherine O'Brien
Print Name Title Date

Program Director
2-7-2022

Douglas County, Nevada

By: Patrick Cates
Patrick Cates, Douglas County Manager Date



DOUGLAS COUNTY COMMUNITY GRANT

January 18, 2022

Kids and Horses, Inc
2869 Esaw Street
Minden, NV 89423

RE: FY 21-22 Community Grant Award Letter

Dear Ms. O'Brien,

Congratulations! On 6 January 2022, The Board of County Commissioner's approved the Committee's recommendation to fully fund your Kids and Horses Scholarship Fund Community Grant application in the amount of \$14,400 for FY2021-22. Grant Funds have been approved to be used towards the following items that you identified in your budget template.

Category	Details	Total Cost
Other	Support of 10 disabled/special needs students, who come from financially deficient households	\$14,400
Total Grant Award		\$14,400

The award will become active once required agreements have been signed and returned. In accordance with the grant, you will be required to provide a written report within 60 days of the project/program completion which should include qualitative and quantitative information to show how the funding was utilized, please see the attached grant report template. If the Community Grant funds were used to sponsor an event, Douglas County must be identified as a sponsor. A training class for you to be successful in requesting reimbursement and submitting final reporting will be offered with the dates and times to follow.

On behalf of the Board of County Commissioners, thank you and we look forward to the programming that you will provide to the residents of Douglas County through the Community Grant Program.

Sincerely,

Debra Swickard

Debra Swickard
Grants Administrator
Douglas County Manager's Office
Phone: 775-782-9029
Email: dswickard@douglasnv.us
www.douglascountynv.gov

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

8th day of APRIL, 2022

By Emmy Lambros-Joski Deputy

Mailing Address: P.O. Box 218, Minden, NV 89423