

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name Debbie Swickard**

**Department: Finance**



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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

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

**specify:** \_\_\_\_\_

NO. 2022.220

9/15/22  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY [Signature] DEPUTY

# COMMUNITY GRANT AGREEMENT

AN AGREEMENT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**DOUGLAS CENTER FOR HOPE AND HEALING**

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 Douglas Center for Hope and Healing, 1528 Highway 395, STE 215, Gardnerville, NV 89410, (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 2022-2023 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, 2023, 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 \$12,312.00 ("Grant Funds") disbursable 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 22-23 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\\_Grants@douglasnv.us](mailto:Community_Grants@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, 2023 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 Grants@dc.finance.nv.us, no later than July 31, 2023. Any purchases dated after June 30, 2023 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 Grants@dc.finance.nv.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:**

Douglas Center for Hope & Healing  
1528 Hwy 205, Ste 235  
Gardnerville, NV 89410

**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.

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**

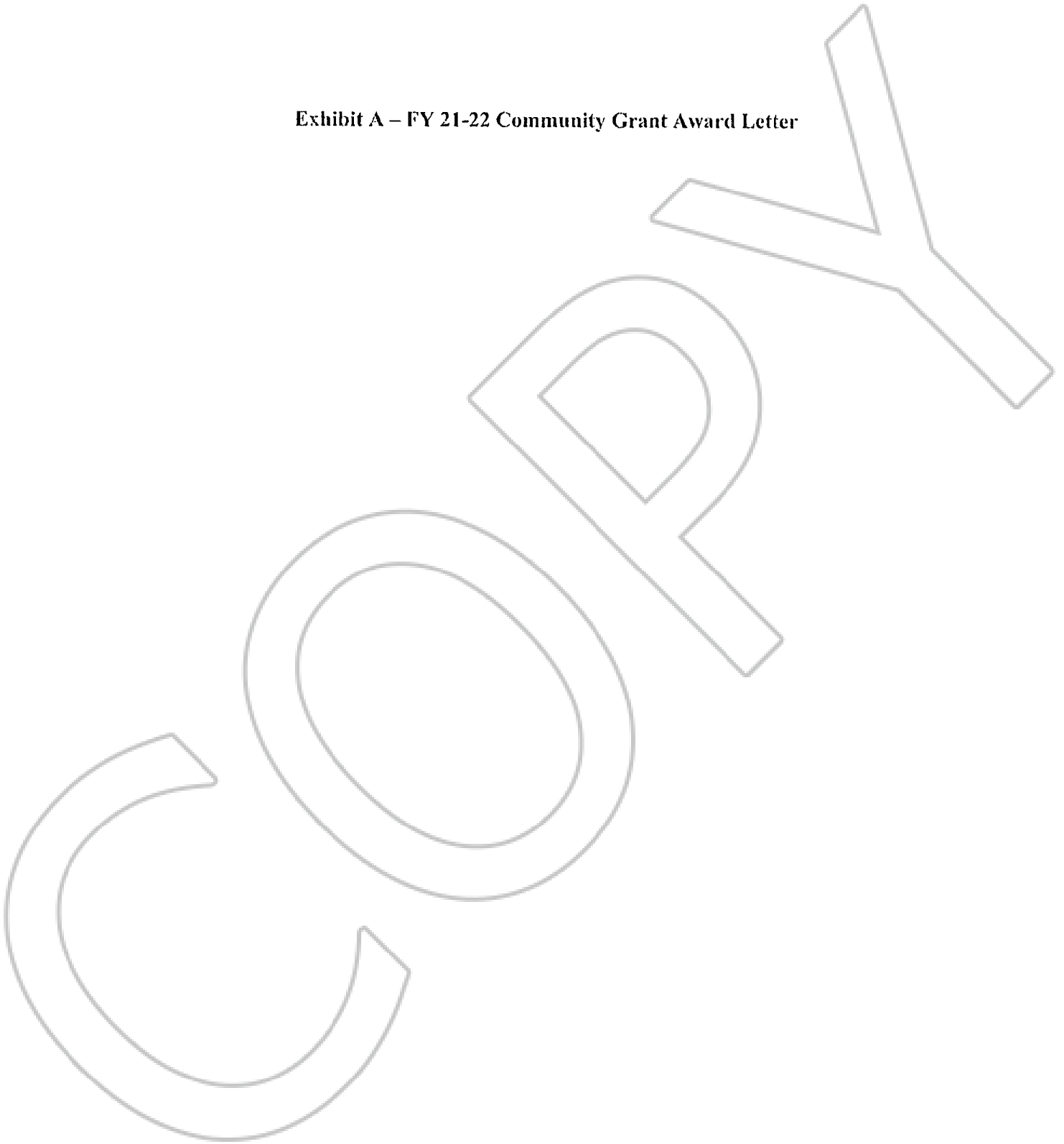
By: A. Johnson

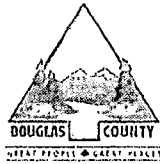
Amanda Johnson, Executive Director, 07-20-22  
Print Name Title Date

**Douglas County, Nevada**

By: Patrick Cates 8/11/22  
Patrick Cates, Douglas County Manager Date

**Exhibit A – FY 21-22 Community Grant Award Letter**





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**DOUGLAS COUNTY COMMUNITY GRANT**

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July 11, 2022

Douglas Center for Hope and Healing  
1528 Highway 395, STE 235  
Gardnerville, NV 89410

**RE: FY 22-23 Community Grant Award Letter**

Dear Ms. Johnson,

Congratulations! On 6 January 2023, The Board of County Commissioner's approved the Committee's recommendation to fund your Grant application in the amount of \$12,312 for FY2022-23. Grant Funds have been approved to be used towards the following items that you identified in your budget template.

Category	Details	Total Cost
Materials and Supplies	Expand Lending Library	\$2,500
Training/Travel	4 Grief Facilitators National Alliance for Grieving Children's 2023 National Symposium on Children's Grief (including registration fees, hotel, airfare and meals)-June 2023.	\$6,562
	2 Grief Facilitators - Dougy Center Grief Education Virtual	\$ 750
Grief Awareness & Education	Develop and Distribute information/literature and updated service information to School Counselors, Social Workers, Principals, Therapists, Doctors, etc.	\$2,500
<b>Total Grant Award</b>		<b>\$12,312</b>

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,

*Debbie Swickard*

Debbie Swickard  
Grants Administrator  
Douglas County Manager's Office  
Phone: 775-782-9029  
Email: [dswickard@douglasnv.us](mailto:dswickard@douglasnv.us)  
[www.douglascountynv.gov](http://www.douglascountynv.gov)

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

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Douglas Center for Hope &amp; Healing</b>	
	2 Business name/disregarded entity name, if different from above (blank)	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1528 Highway 305, Ste 235</b>	Requester's name and address (optional) (blank)
	6 City, state, and ZIP code <b>Gardiner, NV 89410</b>	
	7 List account number(s) here (optional) (blank)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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4	5	1	5									
0	9	9	4									
4	4	4	4									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>[Handwritten Signature]</b>	Date ▶ <b>07-20-22</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COPY

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 15<sup>th</sup> day of September, 20 22

By Clarissa Balda Deputy