

Recorder's Office Cover Sheet

Recording Requested By:

Name: Debbie Wickard

Department: Finance



SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

NO. 2023.205

11/22/23

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

ARPA BENEFICIARY AGREEMENT

BY AL DEPUTY

THIS AGREEMENT (the "Agreement") is made this 23rd day of August, 2023, by and between **DOUGLAS COUNTY, NEVADA**, (the "County"), and **TAHOE DOUGLAS ROTARY CLUB FOUNDATION**, the "Beneficiary".

WHEREAS, the County is the recipient of certain federal funds (the "County Grant"), pursuant to the American Rescue Plan Act ("ARPA") State and Local Fiscal Recovery Funds ("SLFRF") (hereinafter referred to as "ARPA SLFRF Funds"); and

WHEREAS, the County has elected to utilize the Standard Allowance methodology for calculating revenue loss eligible for the SLFRF program, which allows the SLFRF funding to be spent for government services as authorized in the United States Treasury Final Rule effective April 1, 2022 (31 CFR Part 35) the provisions of which are summarized at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

WHEREAS, SLFRF funding must be used for costs incurred on or after March 3, 2021, SLFRF funding must be committed by December 31, 2024 and SLFRF funding must be expended by December 31, 2025; and

WHEREAS, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts and revenue loss; and

WHEREAS, a non-profit organization exempt for Federal income taxation and described in section 501(c)(3) or 501(c)(19) of the Internal Revenue Code negatively impacted by the pandemic may receive ARPA/SLFRF assistance through County as a beneficiary, per U.S. Treasury Regulation 31 CFR Part 35; and

WHEREAS, **TAHOE DOUGLAS ROTARY CLUB FOUNDATION** (legal name of beneficiary) meets the U.S. Treasury definition of a beneficiary, and has applied for a grant, henceforth referred to as an award, pursuant to a Grant Application dated April 1st, 2023 (the "Application"): and

WHEREAS, the Douglas County Board of Commissioners has approved a grant of SLFRF funding to Beneficiary in accordance with the terms of this Agreement.

WHEREAS, the County has reviewed and approved the Application, attached hereto and incorporated herein as **Attachment A** ("Application"); and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the County and beneficiary agree as follows:

ARTICLE I**Terms and Conditions of the Agreement****Section 1. The Award.**

The County hereby agrees to provide the beneficiary with an award in the amount of One

Hundred Seventy-One Thousand Dollars and Zero Cents (\$171,000) (the “award”), subject to the terms and conditions set forth in this Agreement and availability of funds.

Section 2. Use of Proceeds.

The beneficiary shall use the award for the Eligible Activities as generally described in Attachment A. The Eligible Activities shall be provided in a satisfactory and proper manner, as determined by Douglas County Grants Administrator.

Section 3. Time of Performance and Term of Agreement.

The term of this Agreement shall be for the period commencing on the effective date the Douglas County Board of County Commissioners awarded funds (the “Effective Date”) and shall end December 31, 2024 (the “Term”).

ARTICLE II

Disbursement and Funding

Section 1. Requests for Disbursement.

(a) Subject to compliance by the beneficiary with all terms and conditions of this Agreement, and the continued non-existence of a Default, as defined herein, or any event, circumstance, act or omission which with the giving of notice, the passage of time, or both would constitute a Default, the County will disburse proceeds of the award to the beneficiary in accordance with the provisions of this Article II.

(b) A Fund Request invoice (hereinafter called “Fund Request”) shall be submitted to the County by the beneficiary. No funds shall be paid to the beneficiary until the County has received and processed the Fund Request.

(c) All requests for disbursement under this Agreement shall be made electronically by the beneficiary to the County, Attn: Grants Administrator, Inbox - AmericanRescuePlan AmericanRescuePlan@douglasnv.us

(d) All requests for disbursements shall be accompanied by such additional information and documentation as required by the County to assure that award proceeds are being properly expended on costs related to the Eligible Activities, including, but not limited to a W-9. The County shall have the option to undertake an inspection of the Eligible Activities at any time to verify the information included in and with any and/or all requests for disbursement under this Agreement.

Section 2. Funding.

(a) The County assumes no obligation for funding beyond the length of the Term or the amount of the award as specified in this Agreement.

(b) If the Agreement is terminated prior to the expenditure of all award funds, any unused award funds shall revert back to the County.

ARTICLE III

Representations and Warranties

Section 1. Organizations, Power and Authority.

The beneficiary and the person signing on behalf of the beneficiary have the full power and authority to enter into and execute this Agreement, to legally bind the beneficiary and to perform and comply with the terms and conditions set forth herein.

Section 2. Obligations of Beneficiary.

This Agreement constitutes the valid and binding obligations of the beneficiary, enforceable in accordance with its terms.

Section 3. Adverse Proceedings.

There are no proceedings pending or, so far as the beneficiary knows, threatened, before any court or administrative agency that will materially adversely affect the financial conditions or operations of the beneficiary. During the Term of this Agreement, should proceedings arise that will materially adversely affect the financial conditions or operations of the beneficiary, the beneficiary shall promptly notify Douglas County Grants Administrator, in writing.

Section 4. Conflicts of Interests.

There exists no actual or potential conflict of interest between the beneficiary's performance under this Agreement and the beneficiary's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the beneficiary shall immediately notify Douglas County Grants Administrator in writing thereof.

Section 5. Defaults.

The beneficiary represents and warrants that there is no Default, as defined in Article VI herein, on the part of the beneficiary under this Agreement, and that no event has occurred and is continuing which, with notice or the passage of time, or both, would constitute a Default under this Agreement.

Section 6. Permits.

The beneficiary represents and warrants that all permits necessary or required in connection with the Eligible Activities will have been obtained and all fees and bonds required in connection therewith will have been paid and/or posted, as the circumstances may require, prior to the performance of any portion of the Eligible Activities and/or any disbursement of the award, as applicable.

Section 7. Affirmation of Representatives and Warranties.

Each disbursement, or the receipt of the funds requested by the beneficiary, shall constitute an affirmation that the foregoing representations and warranties of the beneficiary, and all representations and warranties in **Attachment B** (the "Affidavit") attached hereto and incorporated herein, are true and correct as of the date thereof and throughout the term of the Agreement, unless the Douglas County Grants Administrator is notified to the contrary in writing prior to the release of the disbursement.

ARTICLE IV

Affirmative Covenants and Agreements

Section 1. Performance of Eligible Activities: Compliance with Laws.

The beneficiary shall perform the Eligible Activities in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Eligible Activities.

Section 2. Inspection and Cooperation.

The beneficiary shall permit the County and its duly authorized representatives to examine and photocopy any and all records and books of account maintained by or on behalf of the beneficiary relating to this Agreement and/or the Eligible Activities and to discuss the affairs, finances and accounts pertaining to the award and/or the Eligible Activities with representatives of the beneficiary.

Section 3. Vouchers and Receipts.

The beneficiary shall furnish to the County, promptly on demand, any contracts, bills of sale, statements, receipts, vouchers or agreements for costs related to the Eligible Activities. The beneficiary shall furnish to the County, promptly on demand, a verified written statement, in such form and detail as the County may require, showing all amounts paid or to be paid for costs related to the Eligible Activities.

Section 4. Copies of Notices.

Promptly following the giving or receipt by the beneficiary of information that concerns any default or failure to perform by any party, or relating to any matter requiring the County's approval under this Agreement, the beneficiary shall forward such notice to the County.

Section 5. Benefit and Use.

The award shall be used only to benefit the citizens of the County, and only for the Eligible Activities.

ARTICLE V

Negative Covenants and Agreements

Section 1. Deficit Funding. Costs Incurred.

The award may not be used for deficit funding, nor shall the award be used for costs incurred or for which commitment was made before the Award Date.

Section 2. Costs Associated.

The award may fund one hundred percent (100%) of the costs associated with the Eligible Activities.

Section 3. Changes to Eligible Activities.

The beneficiary shall not permit any changes to the Eligible Activities or the Budget, if any, contained in **Attachments A, B and C** without the prior written consent of the County. Additionally, the award may not be used for fundraising events.

Section 4. Assignments.

The beneficiary agrees not to transfer, assign, pledge or hypothecate any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the County. Any such assignment made or attempted by the beneficiary without the prior written consent of the County shall be void and of no effect. No consent by the County to an assignment by the beneficiary shall release the beneficiary as the party primarily obligated and liable under the terms of this Agreement, unless the beneficiary shall be released specifically by the County in writing.

Section 5. Subcontracts and Other Agreements.

(a) The beneficiary shall not subcontract any portion of the Eligible Activities to be provided hereunder without the prior written consent of the County. Any subcontracting hereunder that is approved by the County shall be by written subcontract or sub-agreement by and between the beneficiary and its subcontractor and shall expressly or by incorporation by reference subject each such subcontract or sub-agreement to each provision of this Agreement. The beneficiary acknowledges and agrees that it is and remains primarily liable to the County for the Eligible Activities and the award pursuant to the terms and conditions of this Agreement.

(b) The beneficiary further agrees that, prior to the execution of any contract or other legal instrument concerning Eligible Activities, it will submit said contract to the County for its prior written approval.

ARTICLE VI

Default

Section 1. Definition of Default.

The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

(a) **Representations and Warranties.** Any representation or warranty contained in this Agreement, the Application, or other document related to the award or the Eligible Activities shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed pursuant to Article III, Section 7 of this Agreement.

(b) **Compliance with Covenants and Conditions.** The beneficiary shall fail to comply with each and every term, covenant, condition and/or agreement contained in this Agreement.

(c) **Progress of Eligible activities.** Progress of Eligible Activities is not being made in good faith, in a manner acceptable to the County.

(d) **Unauthorized Use of Award Proceeds.** Any of the award proceeds are used for any purpose other than as authorized under the provisions of this Agreement.

(e) **Violation of Governmental Requirements.** The beneficiary fails to comply with any law, ordinance, code order, rule or regulation of any governmental or administrative authority having jurisdiction over the award or the Eligible Activities within thirty (30) days after notice in writing of such failure to comply has been given to the beneficiary from such governmental or administrative authority.

ARTICLE VII

Remedies

Section 1. Remedies on Default.

The County shall have the right, upon the happening of any Default, without providing notice to the beneficiary:

(a) To terminate this Agreement, in whole or in part, in addition to any other available rights or remedies;

(b) To suspend the beneficiary's authority to receive any undisbursed proceeds of the award; and/or;

(c) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulations or in equity.

Section 2. Remedies Cumulative and Concurrent.

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the beneficiary, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Section 3. Strict Performance.

No delay or omission of the County to exercise any right, power or remedy accruing upon the happening of a Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the County to exercise any option granted to the County under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

ARTICLE VIII

Indemnification

The beneficiary does hereby irrevocably agree that it will protect, defend, indemnify and hold harmless the County, its employees, officials, agents and assigns from any and all liabilities, losses, damages, expenses, claims, demands, damages, suits, judgments, attorney's fees and costs arising out of any acts or omissions associated with the Eligible Activities and/or beneficiary's use of the award proceeds and/or this Agreement.

ARTICLE IX

Final Report: Records and Inspection

Section 1. Reports and Information.

The beneficiary shall submit a final report on or before January 15, 2025 (the "Final Report"). The Final Report must itemize the full and complete use of the award proceeds and the cost of the beneficiary's expenditures showing compliance with the provisions of this Agreement.

At such time and on such terms as the County may require, the beneficiary shall furnish such statements, records, reports and information as may be requested pertaining to matters covered by this Agreement.

Section 2. Records.

(a) The accounting systems, procedures and records of the beneficiary shall be in accordance with accounting procedures acceptable to the County. Records shall be maintained for a period of three (3) years after the expiration or termination of this Agreement. In the event the beneficiary ceases to operate or goes out of existence, it shall be required to turn over to the County photocopies of all records relevant to the Eligible Activities and/or this Agreement.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers or other official documentation, evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other account documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

Section 3. Audits and Inspections.

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for inspection and audit and photocopying if requested by the County, all of the beneficiary's records with respect to all matters covered by this Agreement, and the beneficiary will permit the County to audit and make copies of all contracts, invoices, materials, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

ARTICLE X **Miscellaneous**

Section 1. Non-discrimination.

The beneficiary shall not fail or refuse to hire, or discharge, or discriminate against any person on the basis of race, color, religion, national origin, sex, gender identity or expression, political affiliation, marital status, sexual orientation, age, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test, in any aspect of the Eligible Activities, except where such action contradicts the beneficiary's right as a faith-based employer under Section 702 of the Civil Rights Act of 1964, which specifically permits faith-based employers to give employment preference to members of their own religion. All solicitations for employees shall state that the beneficiary is an equal opportunity employer.

Section 2. Political Activity Prohibited.

None of the funds, materials, property, or services provided directly or indirectly under this

Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election of any candidate for public office.

Section 3. Lobbying Prohibited.

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress, State Legislature, or Douglas County Council.

Section 4. No Partnership.

Nothing contained in this Agreement shall be construed in a manner to create any relationship between the beneficiary and the County other than expressly specified herein and the beneficiary and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

Section 5. Severability.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, then such provision or provisions only shall be held for naught and shall not affect any other provision or the validity of the remaining provisions, and said Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Section 6. Modification: Waiver.

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. The County may, from time to time, request changes to this Agreement or the Eligible Activities. Notwithstanding the foregoing, no waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by a legally authorized representative(s) of the party sought to be bound thereby.

The beneficiary may not deviate in any respect from the provisions of this Agreement without the written consent of the Project Director. No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

Section 7. Personnel.

The beneficiary represents that it has or will secure, at its own expense, all personnel required to perform its obligations under this Agreement. All of the Eligible Activities required hereunder will be performed by the beneficiary and all personnel engaged in the work shall be full qualified, authorized, and permitted under State and local laws to perform such Eligible Activities.

Section 9. Third Parties: Benefit.

All conditions to the obligation of the County to make advances to the beneficiary under this Agreement are imposed solely and exclusively for the benefit of the County, and no other persons

shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that the County will refuse to make advances in the absence of strict compliance with any or all thereof and no other person shall, under any circumstances, be deemed to be the beneficiary of such conditions, any or all of which may be freely waived in whole or in part by the County at any time in the sole and absolute exercise of its discretion. The terms and provisions of this Agreement are for the benefit of the parties hereto and, except as herein specifically provided, no other person shall have any right or cause of action on account thereof.

Section 10. Conditions : Verifications.

Any condition of this Agreement which requires the submission of evidence of the existence or non-existence of a specified fact or facts implies as a condition to the existence or non-existence of such fact or facts that the County shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or non-existence.

Section 11. Effective and Expiration Dates of Agreements.

This Agreement shall be effective upon the date it is signed by the County Administrative Officer. This Agreement shall expire December 31, 2024 unless extended in writing by the County.

Section 12. Captions and Headings.

The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 13. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

Section 14. Notice.

All notices shall be deemed to have been received upon delivery by hand with signed receipt, when delivered by an overnight courier with signed receipt, or when received by in the mail with postage prepaid, return receipt requested to the following individuals:

FOR THE COUNTY

Debbie Swickard, Grants Administrator
Douglas County, Nevada
1594 Esmeralda Ave
Minden, NV 89423
782-782-9029

FOR THE BENEFICIARY

Tahoe Douglas Rotary Club Foundation
Greg Felton
PO Box 533
Zephyr Cove, NV 89448
775-588-3121

Section 15. Time of Essence.

Time shall be of the essence for each and every provision of this Agreement of which time is an element.

Section 16. Termination by County.

The County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days' written notice to the beneficiary. In the event of termination for convenience by the County under this Section 16, the County shall, subject to available and appropriated funds, pay for all costs related to the Eligible Activities, approved by the County, and completed in a manner acceptable to the County in accordance with the terms and conditions of this Agreement, as of the date set forth in the notice of termination.

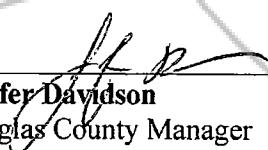
Section 17. Survival.

Those articles, sections and subsections of this Agreement which by their nature are intended to survive including, but not limited to, the beneficiary's Representations and Warranties, Indemnification, and Inspection and Cooperation shall survive the completion of the Eligible Activities and the expiration or earlier termination of this Agreement.

Section 18. Applicable Law.


This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws and regulations of Nevada and Douglas County, Nevada.

IN WITNESS WHEREOF, it is the intent of the parties that the beneficiary has signed this Agreement, the parties hereto agree that the beneficiary and the County have caused this Agreement to be executed as of the day and year written below.



Jenifer Davidson
Douglas County Manager

Date: 11/20/2023



Greg Felton
Tahoe Douglas Rotary Club Foundation

Date: 8/23/23

ATTACHMENT A
BENEFICIARY
APPLICATION

[See Attached]

COPY



Douglas County
1594 Esmeralda Avenue
P.O. Box 218
Minden, Nevada 89423

DRAFT
(4/1/23)

DATE: April 01, 2023

TO: Patrick Cates Terri Willoughby
County Manager Chief Financial Officer

FROM: Greg Felton
Tahoe Multipurpose Community Boat Program Lead
Tahoe Douglas Fire Protection District Board Vice Chair
Tahoe Douglas Rotary Foundation Co-President

RE: American Rescue Plan Act (ARPA) 2021 Funding Request:
Tahoe Multipurpose Community Boat

EXECUTIVE SUMMARY:

Acquire, rehabilitate, and operate the former Tahoe Douglas Fire Protection District "Marine 24" fireboat to fulfill many purposes on and around Lake Tahoe, including: Water clean-up, quality improvement, and drinking water supply infrastructure redundancy; Property, health, and environment protection; Search, rescue and recovery; and Education.

JUSTIFICATION FOR USING AMERICAN RESCUE PLAN ACT FUNDS:

Many think of Lake Tahoe solely as a platform for recreation or a background for beautiful photos, but it also serves as the sole water supply (drinking, irrigation, firefighting, etc) for over 50,000 year-round residents and 15 million tourists who visit Tahoe each year, comparable to Disneyland and significantly more than Yosemite National Park or the Napa Valley wine country.

Tahoe Multipurpose Community Boat will be a water infrastructure asset used for purposes aligned with the Environmental Protection Agency's:

- Clean Water State Revolving Fund (CWSRF) for wide-ranging projects to improve water quality. The landing-craft bow, hoist, dive platform, and heated cabin will facilitate year-round removal of trash from the Lake via efforts like "Clean Up The Lake" (<https://cleanupthelake.org/>, 2021 CA Non-Profit of the Year). This boat will surely be a better platform for dives than what is currently available. Additionally, that organization has identified and geotagged almost 500 heavy objects (e.g. engine blocks) which, to date, they've not had sufficient capabilities to remove. The boat will also be used for skimming to remove surface litter, conducting water quality research, and removing invasive species (e.g. Eurasian Milfoil) and enforcing related regulations.

- Drinking Water State Revolving Fund (DWSRF) for projects focused on water infrastructure. With its pump able to deliver over 2,000 gallons per minute, this most capable fire and rescue boat on Lake Tahoe is able to provide a mobile back-up for the many water systems around the Lake, some of which have not had sufficient preventative maintenance for years. Additionally, it's able to provide firefighting water during emergencies to on-shore teams via an ever-increasing network of stand pipes.

In addition, this asset will be available to all government and qualified non-profit agencies to support services including provision of public safety and other services, environmental remediation, and provision of fire, law enforcement, search and rescue, and other public safety services.

All expenses will be incurred between March 3, 2021, and December 31, 2024 and will be expended no later than December 31, 2026. In fact, we expect all expenditures to be complete before the end of 2023, well in advance of these deadlines, with the possible exception of the pier, for which the timing depends on permit approvals from the US Forest Service (USFS) and the Tahoe Regional Planning Authority (TRPA).

PROCUREMENT PROCESS:

All of the proposed expenditures associated with this program (see "Pricing Documentation" section below) fall within the "Micro-Purchase" or "Small Purchase" Federal Purchase Classification limits as defined by both OMB and NDAA. As required, expenses will be kept reasonable, purchases will be distributed equitably among suppliers, and multiple competitive quotations will be sought. Appropriate and adequate documentation will be retained to demonstrate this.

PRICING DOCUMENTATION:

Below is the current accounting of actual and estimated expenses. The best- and worst-case expenses have narrowed as we've gained knowledge by testing components and progressed on hull repairs. These figures will continue to be refined.

PURPOSE	ORIGINAL ESTIMATES	ACTUALS (bold) & CURRENT ESTIMATES (3/30/23)	REMAINING FUNDING NEEDS
Acquisition – Boat ¹	\$40,000	\$40,000	\$0
Acquisition – Trailer ²	\$10,000	\$9,200	\$0
Rehabilitation – Hull repair and repainting ³	\$20,000-\$50,000	Store, Load & Transport: \$2,504 Material: \$6,000 Disassembly: \$8,100 Internal Repair: \$9,000 New Transom: \$15,000 Painting & Graphics: \$4,000	\$35,000-\$45,000
Rehabilitation – Repowering (2 400HP Mercury V10 outboards and controls) ⁴	\$75,000	2x Mercury Outboards: \$75,000 Installation/controls: \$6,000	\$81,000

Rehabilitation – Major Systems: Repair or replacement of generator, fire pump, pump engine, bilge pumps, cabin heaters, engine heaters... ⁵	\$5,000-\$30,000	Pump Engine Parts: \$1,000 Fire Pump Engine R&R: \$6,000 Generator R&R: \$2,250 Pumps, Heaters, Install: \$5,000	\$15,000-\$20,000
Rehabilitation – Electrical: Replacement of batteries, wiring, electronics, hoist, trim tabs, underwater lights... ⁶	\$5,000-\$25,000	Testing Current Systems: \$1,500 Parts: \$3,500 Installation/Test: \$1,500	\$5,000-\$10,000
Rehabilitation – Other ⁷	\$15,000	\$15,000	\$15,000
Operations – First Year Maintenance, Training, and Operations ⁸	\$50,000-\$100,000	\$50,000-\$100,000	\$50,000-\$100,000
Mooring - Pier design & construction ⁹	\$200,000-\$250,000	\$200,000-\$250,000	\$200,000-\$250,000
Mooring – Boat lift	\$15,000	\$15,000	\$15,000
Specialized Search Equipment – Underwater ROV	\$50,000	\$50,000	\$50,000
Specialized Search Equipment – Magnetometer	\$25,000	\$25,000	\$25,000
TOTAL	\$510,000-\$685,000		\$491,000-\$611,000

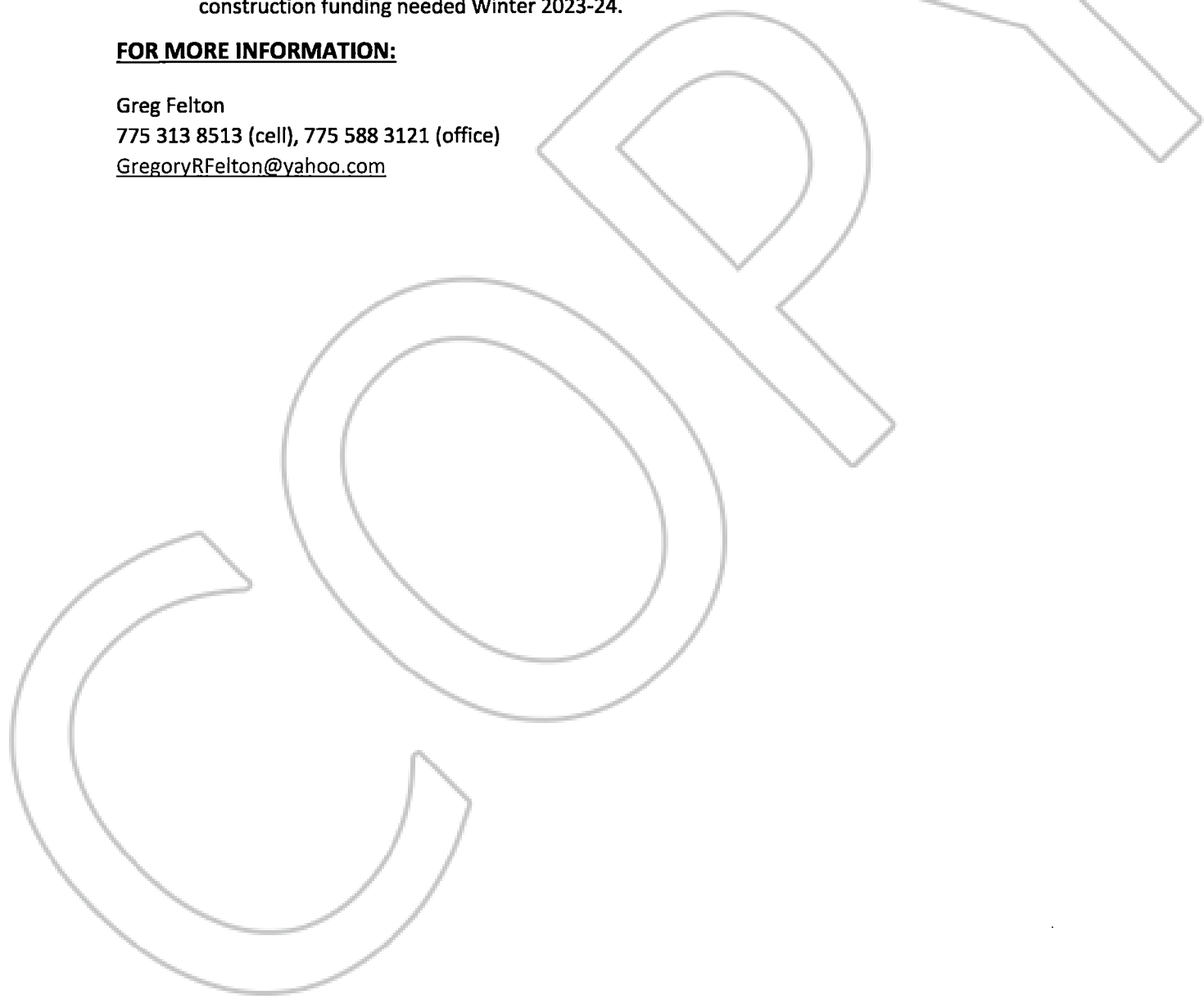
PRICING DOCUMENTATION NOTES:

1. Funds to secure the boat plus additional incentives (e.g. a Hawaiian timeshare) provided by Tahoe-Douglas Rotary. The agreed price was well below what the buyer had invested in the boat. Tahoe-Douglas Rotary acted quickly to ensure the opportunity would not be missed. If possible, the board would like to recover part of the investment to allow support of other community needs.
2. New triple-axle, 15,000lb GVWR trailer purchased with donation from Greg & Kim Felton.
3. Includes relocation to and from shop, material, and labor. Original estimates based on 2 metal shop quotes. Material costs have increased and costs of repainting and graphics were added, raising bottom end of estimate, however cleaning of the bilge and progress on repairs has allowed closer inspection and increased confidence that the top end of the range can be reduced.
4. The boat formerly had a pair of inline 6-cylinder supercharged 350HP engines. The superchargers were a perennial design problem. Mercury has recently introduced their new V10 outboards and the regional representative recommends we purchase a pair of 400HP models (superchargers are not available on the new models, and high altitude causes loss of power). This will require some retrofitting (e.g. they come with electric rather than hydraulic steering) but the vast majority of the sophisticated control systems can be reused. Now awaiting quote to refine cost estimate.
5. The generator is fully functional. Initial testing shows the fire pump is undamaged, and the fire pump engine rotates and has great compression. The only apparent damage is a cracked oil pan due to water intrusion and freezing. Further testing will be conducted after the oil pan is replaced. Bilge pumps and heaters will be assessed soon.
6. The testing conducted to date shows navigation instruments, FLIR, radar, sirens, radios, and most lights, are functional. Trim tabs, underwater lights, and one of the four marine batteries require replacement. Complete testing of some systems (e.g. engine and pump controls, the hoist) will be completed as repairs allow.
7. Includes dock lines, fenders, tow rope, antennas, life jackets, software updates, fire hose & nozzles, backboard, medical kit, sound-cancellation headsets, etc. In-kind donations will be sought wherever possible.

8. A funding structure is being developed to ensure sustainability of this community asset. Grants and donations will be sought initially to offset fixed costs (e.g. insurance, pier rent/maintenance, preventative maintenance and repairs) and, to the extent possible, operating costs (e.g. fuel, oil) but organizations will be expected to contribute to ensure they have "skin in the game." First-year costs will be higher than most as we work out bugs and invest in training boat captains. NOTE: This is the only recurring cost item on the list.
9. Meetings are taking place (at least) monthly between USFS, TRPA, TDFPD, DCSO, NDOW, and Greg Felton to agree on the requirements, design, and permits required for the Douglas County Health and Safety Pier. The current plan entails a small extension and addition of slips and boat lifts to the Zephyr Cove pier rather than the introduction of an entirely new pier that would require new roadways, infrastructure, parking, etc. Design & construction costs will be refined as the project progresses, but \$250K for design and permits and \$1,000K for construction is believed to be conservative. Current timelines show design and engineering funding needed Summer 2023 and construction funding needed Winter 2023-24.

FOR MORE INFORMATION:

Greg Felton
775 313 8513 (cell), 775 588 3121 (office)
GregoryRFelton@yahoo.com



ATTACHMENT B **ELIGIBLE ACTIVITIES**

The below are considered to be eligible activities for the use of ARPA Nonprofit grant funds. This list is not considered to be exhaustive and is intended to represent the general scope of allowable activities as stated in 31 CFR Part 35 (Treasury's Final Rule) and Treasury's Final Rule Overview.

Replace lost public sector revenue, using this funding to provide government services up to the amount of revenue loss due to the pandemic.

- Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
- Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.

Support the COVID-19 public health and economic response by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.

- Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
- To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
- Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
- Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.
 - Eligible uses for assistance to impacted households include aid for reemployment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.

- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.

Provide premium pay for eligible workers performing essential work, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.

- Recipients may provide premium pay to eligible workers – generally those working in person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.

Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and storm water infrastructure, and to expand affordable access to broadband internet.

- Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA’s Clean Water State Revolving Fund, EPA’s Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, storm water infrastructure, and aid for private wells and septic units.
- Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- For all recipients: No payments for debt service and replenishments of rainy-day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

ATTACHMENT C
DOUGLAS COUNTY, NEVADA
GRANT AFFIDAVIT

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] Grant Manager and the duly authorized representative of [the beneficiary] Tahoe Douglas Rotary Club Foundation (the "beneficiary") and that I possess the legal authority to make this Affidavit on behalf of myself and the beneficiary for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the beneficiary, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants or awards with public bodies, has been convicted of, or has had probation before judgment or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Nevada law, or of the law of any other state or federal law, except as follows *indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the beneficiary*:

NONE

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the beneficiary, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants and/or awards with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(5) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(6) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows *[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the beneficiary, and the status of any debarment]:*

NONE

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the beneficiary, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants and/or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows *[list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the beneficiary, the grounds of the debarment or suspension, and the details*

of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

NONE

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES This section is only applicable to and need only be completed by beneficiaries that are an organized entity (Corporation, Limited Liability Company, Limited Liability Partnership, Limited Partnership, General Partnership, or Sole Proprietorship).

I FURTHER AFFIRM THAT:

(1) The beneficiary was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment; and

(2) The beneficiary is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows *[you must indicate the reasons why the affirmations cannot be given without qualification]*

NONE

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the beneficiary, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the beneficiary, nor any of its officers, directors, members or partners, nor any of its employees, if any and as applicable, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the County;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the beneficiary or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the County;

(3) Colluded with anyone to obtain information concerning the award that would give the beneficiary an unfair advantage over others.

H. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

During the performance of any contract, agreement, award, or loan awarded pursuant to the solicitation of which this affidavit is a part:

(1) The beneficiary will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity or expression, political affiliation, sexual orientation, age, national origin, marital status, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment., or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The beneficiary will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity or expression, political affiliation, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test, except where such action contradicts the beneficiary's right as a faith-based employer under the Title VI and the Civil Rights Act of 1964, Section 702. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The beneficiary will, in all solicitations or advertisements for employees placed by or on behalf of the beneficiary, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender identity or expression, political affiliation, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test, except where such action contradicts the beneficiary's right as a faith-based employer under the Civil Rights Act of 1964, Section 702.

(3) The beneficiary shall send to each labor union or representative of workers with which the beneficiary has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of

these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The beneficiary shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the s beneficiary's noncompliance with the nondiscrimination clause of this affidavit, the award may be canceled, terminated, or suspended in whole or in part, and the beneficiary may be declared ineligible for further County grants and/or awards.

(6) The beneficiary shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every contract, subcontract, lease or agreement related to the award, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

I. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Douglas County; (2) the State of Nevada; (3) other counties or political subdivisions of the State of Nevada; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Nevada both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify or waive, on behalf of Douglas County, or the State of Nevada or any unit of the State of Nevada having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Nevada with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the award, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 8/23/23

By (Signature): _____

Name: Greg Felton

Title: Grant Manager
(Authorized Representative and Affiant)

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

22 day of November, 20 23

By [Signature] Deputy