

WASHOE COUNTY SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT is made effective July 26, 2022, by and between Washoe County, a political subdivision of the State of Nevada (COUNTY), and Soulful Seeds, a nonprofit corporation, having a business address located at 2686 Snowy Owl Ct., Reno, NV 89523 (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 nonprofit organizations, and allows for the provision of assistance to nonprofit 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 2.16: Services for Unhoused Persons according to the U.S. Treasury Department's Coronavirus State and Local Fiscal Recovery Funds Final Rule.

WHEREAS, the SUBGRANTEE's legal status is as a nonprofit corporation; the SUBGRANTEE's current and active Unique Entity Identifier JZWYL7XRL5U7; and

WHEREAS, the mission of the SUBGRANTEE is to provide healthy, sustainable, fresh food to the most vulnerable in our community.

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. Soulful Seeds has partnered with Washoe County to develop a community garden at the Our Place Women's Shelter. The women and children who stay at Our Place will have the opportunity to learn how to provide for themselves through farming and gardening.

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 for a portion of Soulful Seeds' operating expenses for the Our Place Garden Project from January 1, 2022 through December 31, 2022.

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 retroactive from January 1, 2022, through December 31, 2022. All required purchases and expenses hereunder shall be completed by December 31, 2022. 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	Soulful Seeds
Gabrielle Enfield	Brooke O’Byrne
Community Reinvestment Manager	Executive Director
1001 E. 9th Street	2686 Snowy Owl Ct.
Reno, NV 89512	Reno, NV 89523

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 Fifty Thousand Dollars and 00 cents [\$50,000].

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 10th 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 10th day of the month, following the end of quarter.
- C. **CLOSEOUT FINANCIAL REPORTS:** Closeout financial reports and reimbursement requests must be submitted by February 14, 2023. 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.
- 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 System for Award Management (SAM), 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.
- 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 30th day following notice of termination. SUBGRANTEE shall provide no new financial assistance or services following notice of termination of this Agreement. The SUBGRANTEE shall continue to receive reimbursement for eligible

administrative costs and expenses incurred to wind down the Agreement during the 30 day wind down period.

- G. **INSURANCE AND INDEMNIFICATION:** COUNTY has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. See Exhibit C - Insurance, Hold Harmless and Indemnification Requirements for Nonprofit Agency.
- 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 Washoe County Grants Administrator 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 Parties agree that the SUBGRANTEE has adopted procurement standards and a conflict of interest standard consistent with 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 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)"):

- a. Acts of God;
- b. Flood, fire, earthquake or other potential disasters or catastrophes such as epidemics, explosion or pandemics such as COVID-19;
- c. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- d. Government order, law or action;
- e. Embargos or blockades in effect on or after the date of this Agreement;
- f. National or regional emergency;
- g. Strikes, labor shortages or slowdowns or other industrial disturbances; and
- h. 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] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to The Children's Cabinet by 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 and 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. REPRESENTATIONS AND WARRANTIES: Each Party represents and warrants to the other Party that,

- i. It is duly organized, validly existing and in good standing as a corporation or other entity as represented herein, under the laws and regulations of its jurisdiction of incorporation, or organization, or chartering;
- ii. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
- iii. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been duly authorized by all methods or corporate action of the Parties; and
- iv. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

KK. 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 Brown
County Manager, Washoe County

Date _____

Attest: _____
Washoe County Clerk

SOULFUL SEEDS



Brooke O'Byrne
Executive Director

Date: 6/24/2022

EXHIBIT A – SCOPE OF WORK
Soulful Seeds – Our Place Garden Operations

Soulful Seeds is a 501(c)(3) nonprofit dedicated to growing and providing fresh food to those in need in the Reno/Sparks area. They are dedicated to providing those in need with healthy food and an opportunity to learn and support others.

Soulful Seeds is requesting funds to increase its capacity to provide fresh, nutritious food to families residing on the Our Place Campus and the surrounding community. The Soulful Seeds Garden is located on the Our Place Campus on the corner of Galletti Way and Glendale Avenue.

The goal of Soulful Seed's direct service programs is to make healthy food accessible to everyone while promoting food justice, health equity, and community building. Soulful Seeds accomplishes this by developing neighborhood gardens in the center of high-need communities. Direct services at the gardens include gardening, cooking, and nutrition education, food distribution, and workforce development to develop professional skills needed for employment.

Funding will improve Soulful Seed's capacity to serve the community with these direct services in two ways. First, it will allow the organization to add a paid staff position to coordinate direct services and strengthen agency infrastructure for long-term sustainability. Second, funding support the addition of 100 fruit trees at Our Place, which will produce an estimated 20,000 pounds of additional produce annually.

EXHIBIT B – PROJECT BUDGET

Washoe County will reimburse Soulful Seeds for expenses related to the below categories from January 2022 to December 2022.

Soulful Seeds Operating

Personnel Salary and Fringe (Contracted Executive Director)	\$21,600
Garden Supplies (wheel barrel, hand tools, T-posts, Biostretch, irrigation supplies)	\$5,200
Portapotty for volunteers	\$1,188
Fruit trees	\$17,500
Indirect (\$10%)	\$4,512

\$50,000

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

EXHIBIT C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR NONPROFIT AGENCY SOULFUL SEEDS, A NONPROFIT CORPORATION

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: N/A combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: N/A per occurrence and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information

concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.