

WILLIAM N. PENNINGTON FOUNDATION
P.O. Box 7290
Reno, Nevada 89510
775/333-9100

GRANT AGREEMENT

PLEASE READ CAREFULLY

The William N. Pennington Foundation (the "Grantor") agrees to make the following grant and **Washoe County Human Services Agency** (the "Grantee") agrees to accept such grant, in accordance with the terms below and subject to the additional conditions (if any) set forth:

DATE GRANT AUTHORIZED: January 17, 2020

AMOUNT OF GRANT AUTHORIZED: \$198,600

PAYMENT SCHEDULE: One-time payment in full on _____.

SPECIFIC PURPOSES OF THE GRANT:

This grant shall be restricted for the exclusive use of Grantee as per description provided and description per grant request. Funds shall be restricted for the exclusive use of providing 2 playground areas (per proposals attached labeled Attachment A & B) at the Early Learning Center located at the Our Place Campus (the Purpose).

GENERAL CONDITIONS OF THE GRANT

1. **PURPOSE:** Grantee agrees to use the grant only for the Purpose described in this Grant Agreement, and to so designate the grant in Grantee's records. Grantee further agrees to use the grant exclusively for public purposes and equivalent provisions of applicable federal, state and local law; specifically, Grantee's use of the funds shall allow Grantor to claim tax deductions for said funds under Internal Revenue Code Section 170(C)(1). (For all purposes of this agreement, any reference to a statute shall be deemed to refer also to any successor statute and to the applicable regulations under such statute or successor statute.) Any change in the Purpose must be reported to Grantor within ten (10) days of said change. If this grant is restricted to a specific project, Grantee affirms that the project's current budget, as previously explained and/or submitted to Grantor, accurately reflects the Grantee's present intentions to expend at least the amount of the grant on said project.
2. **RESTRICTIONS:** No funds awarded through this grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms. Grantee will not intervene in any election of support or oppose any political party or engage in any attempts to influence legislation (lobbying) not permitted by the Internal Revenue Code or more specifically (if applicable), Internal Revenue Code 501(h) and 4911. Grantee shall not use any of the funds received from Grantor to (i) carry on propaganda, or otherwise attempt to influence legislation within the meaning of Internal Revenue Code 4945(d)(1); (ii) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Internal Revenue Code 4945(d)(2); or undertake any activity for any purpose other than specified herein and Internal Revenue Code 170(c)(2)(B).
3. **EVALUATION:** Grantor may, at its expense, conduct an evaluation of operations under this grant, which may include visits by representatives of Grantor to observe Grantee's program procedures and operations with respect to this grant and to discuss such program procedures and operations with Grantee's personnel.
4. **ACCOUNTING AND FINANCIAL REVIEW:** A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by Grantee and submitted to Grantor at the end of the grant period. Grantor may, at its expense and on reasonable notice to Grantee, audit or have audited the records of Grantee insofar as they relate to the activities funded by this grant.

5. ADDITIONAL SUPPORT: By making this grant, Grantor assumes no obligation to provide other or additional support for Grantee. This grant is not to be construed as establishing a precedent for further support of Grantee.

6. REPORTING: Grantee shall furnish to Grantor a written report, including a financial report, on the use of the grant no later than one (1) year after the receipt of the grant. Further, if Grantee completes internal audits by an independent auditing firm, it shall submit a copy of the audit results to Grantor within ten (10) days of completion of the report. Grantee shall furnish such additional reports on the use of the grant as may be requested by Grantor.

7. MANAGEMENT AND INVESTMENT OF GRANT FUNDS: Grantee will manage the Grant funds in accordance with all applicable Federal, State and County laws, the provisions of this Agreement, and Grantee policies. Grantee may combine the Grant funds with Grantee's other assets for investment purposes only. The Grant funds, and all earnings and appreciation thereof, must be received, deposited and maintained under a uniform system of accounting overseen by the County Treasurer or the County designee in lieu thereof. Grantee shall use funds, including all earnings (net of actual banking/investment costs) and appreciation thereof only for the intended purpose(s) as outlined in the grant award and shall not expend for any other purpose without prior written approval from the Grantor. Grantee may not assess an administrative or financial management fee of any kind, for the costs of administering and using funds disbursed to Grantee under the grant, unless agreed to in writing and in advance by Grantor.

8. REVERSION OF GRANT: All or any portion of the amount granted shall be returned to Grantor in the event such portion of the grant is not expended or committed for the purposes authorized by Grantor. By written instrument only, Grantor may, upon written request from Grantee, authorize a modification in the disbursement of the funds.

9. PRESS RELEASES: Under no circumstances shall Grantee be permitted to issue a press release or similar public announcement regarding the grant without the prior written approval of the Grantor's trustees.

10. NOTICES: Grantee shall provide all notices required herein by certified mail, addressed to:

WILLIAM N. PENNINGTON FOUNDATION
P.O. Box 7290
Reno, Nevada 89510

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR:

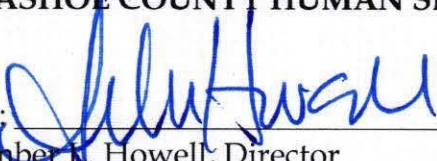
WILLIAM N. PENNINGTON FOUNDATION

By: 
Richard P. Banis, Director

By: 
Fred W. Scarpello, Director

GRANTEE:

WASHOE COUNTY HUMAN SERVICES AGENCY

By: 
Amber L. Howell, Director

Address of Grantor:
William N. Pennington Foundation
P.O. Box 7290
Reno, Nevada 89510

Address of Grantee:
Washoe County Human Services
350 S. Center Street
Reno, Nevada 89501



GARDEN SHOP LANDSCAPING

Parks • Sports Fields •
Commercial Landscaping Services

Jan 6, 2020
PROPOSAL

Kim Schweickert
Washoe County Child Protective Services

Re: NNAMHS Child Care Project 2-5 Year Old Playground # 1

The Garden Shop Nursery Landscaping Division Inc. proposes to install Design Build Playground including scope of work listed below.

Scope of work:

French Drain & Sump:

Excavate and install drain system and sumps beneath based areas in preparation for pour-in-place rubber surface.

Sub-grade preparation, Base installation and compaction:

Compact the existing subgrade native soils to 90% relative compaction.

Furnish and install an average four-inch (4") depth of Type II base aggregate for the proposed pour in place rubber surface areas.

Compact all the base to 95% relative compaction.

Slope based area to have a minimum of 1%-2% fall.

Playground Equipment:

Furnish and install BCI Burke Voltage play structure and various free-standing play equipment pieces for the ages 2-5.

ASTM Use Zone 34' x 38' / 1,292 sf.

Play Structure Capacity: 55 Children

Maximum Fall Height of 48".

Play Events 12

Square fabric shade cover attached to play structure at structure posts.

Inspect play structure after installation by a CPSI Certified Safety Playground Inspector.

Color Schedule of equipment can be chosen by owner if requested.

Pour-in-Place Rubber Surfacing:

Furnish and install pour-in-place rubber safety surfacing, $\pm$ 1,292 SF.

Rubber Surface to meet a 4' fall height.

3" total depth – 2.5" shredded rubber buffering and a 1/2" colored EPDM wear coarse.

Wear coarse to be a 50/50 color blend of black and tan.

Aromatic binder will be used in both buffering and wear coarse layers.

Shade Shelter/Umbrella:

Furnish and install (1) 18' Hexagon fabric shade umbrella.

Single Column

Hexagon Shape

8' Entrance Height

Inground Mount with concrete footing.



GARDEN SHOP LANDSCAPING

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Costs:

Drain System & Subgrade Preparation	\$ 10,400.00
Play Structure and Equipment	\$ 55,000.00
Pour-In-Place Rubber Surface	\$ 22,700.00
Shade Shelter Umbrella	<u>\$ 11,500.00</u>

Total Cost: \$ 99,600.00

Exclusions:

Permitting, bonding, prevailing wage rates, fencing, concrete or curbing, engineering, surveying,

If you have any questions, please contact Mike Warden at 358-3080.
Submitted,

Mike Warden
President

NV Lic # 0027921A NV Lic # 0054065 NV Lic # 0072022

1978 Frazer Ave. • Sparks, NV 89431-5532 • (775) 358-3080 • Fax (775) 358-3084 •
mwarden@gardenshoplandscaping.com



GARDEN SHOP LANDSCAPING

Parks • Sports Fields •
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Jan 6, 2020
PROPOSAL

Kim Schweickert
Washoe County Child Protective Services

Re: NNAMHS Child Care Project 6 Month to 23 Month age group Playground # 2

The Garden Shop Nursery Landscaping Division Inc. proposes to install Design Build Playground including scope of work listed below.

Scope of work:

French Drain & Sump:

Excavate and install drain system and sumps beneath based areas in preparation for pour-in-place rubber surface.

Sub-grade preparation, Base installation and compaction:

Compact the existing subgrade native soils to 90% relative compaction.

Furnish and install an average four-inch (4") depth of Type II base aggregate for the proposed pour in place rubber surface areas.

Compact all the base to 95% relative compaction.

Slope based area to have a minimum of 1%-2% fall.

Playground Equipment:

Furnish and install BCI Burke Voltage play structure and various free-standing play equipment pieces for the ages 6 Month to 23 Month.

ASTM Use Zone 32' x 34' / 1,088 sf.

Play Structure Capacity: 60 Children

Maximum Fall Height of 32".

Play Events 18

Square fabric shade cover attached to play structure at structure posts.

Inspect play structure after installation by a CPSI Certified Safety Playground Inspector.

Color Schedule of equipment can be chosen by owner if requested.

Pour-in-Place Rubber Surfacing:

Furnish and install pour-in-place rubber safety surfacing, ± 1,088 SF.

Rubber Surface to meet a 4' fall height.

3" total depth – 2.5" shredded rubber buffering and a ½" colored EPDM wear coarse.

Wear coarse to be a 50/50 color blend of black and tan.

Aromatic binder will be used in both buffering and wear coarse layers.

Shade Shelter/Umbrella:

Furnish and install (1) 18' Hexagon fabric shade umbrella.

Single Column

Hexagon Shape

8' Entrance Height

Inground Mount with concrete footing.



GARDEN SHOP LANDSCAPING

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Costs:

Drain System & Subgrade Preparation	\$ 10,200.00
Play Structure and Equipment	\$ 56,800.00
Pour-In-Place Rubber Surface	\$ 20,500.00
Shade Shelter Umbrella	<u>\$ 11,500.00</u>

Total Cost: \$ 99,000.00

Exclusions:

Permitting, bonding, prevailing wage rates, fencing, concrete or curbing, engineering, surveying,

If you have any questions, please contact Mike Warden at 358-3080.
Submitted,

Mike Warden
President

NV Lic # 0027921A NV Lic # 0054065 NV Lic # 0072022

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