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** (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: October 30, 2023

AMOUNT OF GRANT AUTHORIZED: $3,000,000

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 sole purpose of providing construction costs for the Washoe County Cares Campus Resource Center (the "Purpose") located on APN 008-211-50. Notwithstanding the date of this Grant Agreement, the funds shall be restricted to construction costs from June 1, 2023 – July 31, 2024.

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 with reasonable notice to Grantee.

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 shall manage the Grant funds in accordance with all applicable Federal, State, County, and City laws, the provisions of this Agreement, and Grantee policies. Grantee may combine the Grant funds with Grantee's other assets for investment purposed 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 _____ or the _____ 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 Directors.

10. DONOR RECOGNITION: The Grantor reserves the right to name/choose the name of the building in which the Grantor is the major donor, and such reservation is to be determined at the 75% completion level. The Grantor also reserves the right to determine any and all other exterior naming of the building.

11. 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 V. Scarpello, Director

GRANTEE:
WASHOE COUNTY

By: _____
Eric Brown, Washoe County Manager

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

Address of Grantee:
Washoe County
1001 E. 9th Street
Reno, Nevada 89512