

## WASHOE COUNTY GRANT AGREEMENT

THIS GRANT AGREEMENT is made effective \_\_\_\_\_ 2025, by and between **Washoe County**, a political subdivision of the State of Nevada (COUNTY), and Sun Valley General Improvement District, a quasi-municipal entity of the State of Nevada, having a business address at 5000 Sun Valley Boulevard, Sun Valley NV 89433 (GRANTEE).

### WITNESSETH:

**WHEREAS**, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County to another governmental entity; and

**WHEREAS**, the Board of Commissioners of Washoe County has determined that \$90,000 in funding is needed to assist in providing operational support within the Sun Valley General Improvement District (SVGID) for general parks and recreation operation and maintenance. This will help offset expenses such as pool chemicals, landscaping, and various park repairs.

**WHEREAS**, Washoe County, as Grantor herein, desires to grant to the GRANTEE funds in the amount of **\$90,000** to assist the GRANTEE in providing park and recreation services within Sun Valley; and

**WHEREAS**, in consideration of receipt of this funding, the GRANTEE agrees to abide by the terms and conditions of this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

### 1. PURPOSE

The intent of this Agreement is to provide funding for operational support of the Sun Valley General Improvement District Parks and Recreation fund.

### 2. GRANTEE DUTIES

GRANTEE agrees to provide parks and recreation support of operations and maintenance for the residents of Washoe County.

### 3. TERM OF AGREEMENT

This Agreement is in effect retroactively from July 1, 2025, through June 30, 2026. All required purchases and expenses hereunder shall be completed by June 30, 2026. This Agreement shall become effective once approved by the authorized official of each party.

#### 4. NOTICES

Communications and details concerning this Agreement shall be directed to the following representatives:

##### **COUNTY**

Washoe County  
Gabrielle Enfield  
1001 E. 9<sup>th</sup> Street  
Reno NV, 89512

##### **GRANTEE**

SVGID  
Chris Melton  
5000 Sun Valley Boulevard  
Sun Valley, NV 89433

#### 5. COMPENSATION

During the term of this Agreement, and subject to all terms and conditions set forth herein, the COUNTY shall provide GRANTEE with the grant, in an amount not to exceed **Ninety Thousand and 00/100 dollars (\$90,000)**.

Budget or program revisions cannot be made without prior approval from COUNTY.

GRANTEE agrees that excerpts or transcripts of all checks, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to COUNTY.

#### 6. REPORTING

Performance Reporting: In August 2026 the GRANTEE will provide a performance report specifically identifying project outcomes for all activities supported by this award. The performance report is due on the 10 day of the month.

Accounting Reports: The governing board of the GRANTEE is responsible to ensure that GRANTEE complies with all accounting reporting requirements in federal law and the Nevada Revised Statutes.

Annual Audit: GRANTEE will submit a copy of their annual audit and management letter to County within 30 days of the audit completion. Audit must comply with all applicable standard accounting practices.

#### 7. MONITORING AND ACCESS TO RECORDS

GRANTEE 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 the project is being conducted in an efficient and effective manner;
- 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 properly;
- Provisions of Federal and State laws and regulations and this Agreement.

## 8. GENERAL PROVISIONS

- A. **COMPLIANCE WITH LAWS:** GRANTEE 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 GRANTEE agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, GRANTEE shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable to medical and patient records.

- 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 force. Neither party may assign this Agreement without the express written consent of the other party.
- C. **RECORDS ADMINISTRATION:** The GRANTEE shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the GRANTEE pursuant to this Agreement. These records shall be retained by the GRANTEE for five years after the project has been monitored and closed by the COUNTY. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff, 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:** GRANTEE confirms that no officer, employee or agent of the GRANTEE will participate in the selection or in the award or administration of a contract supported by 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. GRANTEE'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 GRANTEE 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 GRANTEE by the COUNTY. The GRANTEE 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 GRANTEE.

- F. **TERMINATION:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. 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.
- G. **EQUAL OPPORTUNITY CLAUSE:** The GRANTEE 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.
- H. **SEVERABILITY CLAUSE:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- I. **DEBARMENT:** The GRANTEE 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 GRANTEE cannot certify this statement, attach a written explanation for review by the COUNTY. The GRANTEE must notify the Washoe County Grants Administrator within 30 days if debarred by any governmental entity during the Agreement period.
- J. **WARRANTY:** The GRANTEE warrants that all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards.
- K. **PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY:** GRANTEE 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 GRANTEE will release, indemnify and hold the COUNTY, its officers, agents and employees harmless from liability of any kind or nature, including the GRANTEE'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.

- L. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the COUNTY, GRANTEE agrees that this Agreement and related documents will be public documents and may be available for distribution. GRANTEE gives the COUNTY express permission to make copies of the Agreement and related documents.
- M. **DEFAULT, REMEDIES AND TIME TO CURE:** Any of the following events will constitute cause for the COUNTY to declare GRANTEE in default of the Agreement: (1) Nonperformance of contractual requirements; or, (2) A material breach of any term or condition of this Agreement. The COUNTY will issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages. If the default remains, after GRANTEE has been provided the opportunity to cure, the COUNTY may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Agreement and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Agreement; (4) Suspend GRANTEE from applying for and receiving future grants.
- N. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY in its sole discretion may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
- O. **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.

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**P. ENTIRE AGREEMENT.** This Agreement, 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.

**Q. 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.

**WASHOE COUNTY**

\_\_\_\_\_  
Alexis Hill, Chair  
Washoe County Commissioner

Date \_\_\_\_\_

ATTEST:

Date\_\_\_\_\_

\_\_\_\_\_  
Washoe County Clerk

**SUN VALLEY GENERAL IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Name:  
Title:

Date:\_\_\_\_\_