

WASHOE COUNTY GRANT AGREEMENT

THIS GRANT AGREEMENT is made effective January 23, 2024, by and between **Washoe County**, a political subdivision of the State of Nevada (COUNTY), and Truckee Meadows Tomorrow, a 501(c)3 nonprofit organization of the State of Nevada, having a business address at PO Box 20664, Reno, Nevada 89501 (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 \$50,000 in funding is needed to support a community pilot program in data and impact storytelling.

WHEREAS, Washoe County, as Grantor herein, desires to grant to the GRANTEE funds in the amount of **\$50,000** to assist the GRANTEE in providing a data and impact storytelling pilot program; 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 to support a community pilot program in data analytics for data collected in Washoe County.

2. GRANTEE DUTIES

GRANTEE agrees to hire a new data analyst position, funded from this grant and private funders. The new position will be a pilot program for Truckee Meadows Tomorrow. The data analyst will convey community initiatives' impact on Washoe County's biggest needs. Data stories can be told through data visualization, informatics, and infographics. GRANTEE also agrees to perform all duties as described in the Scope of Work attached hereto as Exhibit A.

3. TERM OF AGREEMENT

This Agreement is in effect from January 23, 2024, through December 31, 2024. All required purchases and expenses hereunder shall be completed by December 31, 2024. 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. 9th Street
Reno, NV 89512

GRANTEE

Truckee Meadows Tomorrow
Kylie Rowe
PO Box 20664
Reno, NV 89515

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 **Fifty Thousand and 00/100 dollars (\$50,000)**.

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

- a. **ACTIVITY REPORTING:** The GRANTEE 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 GRANTEE will provide a financial report specifically identifying expenses for all cost categories detailed in Exhibit B – Project Budget. The GRANTEE is responsible for ensuring that GRANTEE 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 in February of 2025. 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:** GRANTEE will submit a copy of their annual audit to COUNTY within 60 days of the audit completion if the GRANTEE 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

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;
- Whether provisions of Federal and State laws and regulations and this Agreement are being followed.

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, or any longer period of time required by law. 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. This provision is inclusive of any other provisions otherwise provided by applicable law including NRS chapters 281 or 281A.
- 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 otherwise required by any law applicable to public records including NRS chapter 239, and 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.
- P. ENTIRE AGREEMENT.** This Agreement, and Exhibit A, 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.

R. INDEMNIFICATION AND LIMITED LIABILITY. Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

The indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. The contract liability of all parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

WASHOE COUNTY

Alexis Hill
Chair, Board of County Commissioners

Date _____

ATTEST:

Date _____

Washoe County Clerk

TRUCKEE MEADOWS TOMORROW

Kylie Rowe
Executive Director

Date: _____

EXHIBIT A – SCOPE OF WORK

Program Goals:

1. Become an expert in using data to convey impact: Truckee Meadows Tomorrow (TMT) will work with partners, stakeholders, and current datasets to interpret and convey data implications to target audiences to improve quality of life in our region. TMT will create compelling and more accessible data + impact stories.
2. Maintain valid data: The newly created Data Architect + Storyteller position will oversee TMT's data hub and ensure community member access to the best and most relevant information for the area in an easy-to-use format. TMT will work in collaboration with TMT's Data Advisory Group to ensure community data is validated.
3. Increase awareness: TMT will make resources available for a wide audience and will target data + impact stories to a specific audience of change-makers. TMT will assist Washoe County community organizations to use data to improve organizational capacity, make decisions, measure and report impact.

Program Outcomes:

1. A methodology for data + impact storytelling in chosen quality of life indicator areas
2. Data + impact stories in chosen quality of life indicator areas, including specific community-based program initiatives.
3. Produce a Community Progress Report in 2024 and plan for a custom dashboard informing Quality of Life in Washoe County.
4. Complete an audit of TMT's current data.
5. Data has been validated by TMT's Data Advisory Group.
6. Documentation of a minimum of 10 testimonials and case studies, metrics of change (i.e., money saved or awarded, specific metrics collected, etc.).

Key Results:

- Completed website/datasets audit.
- Conduct research on best practices and evidence for data + impact stories.
- Create a framework for data + impact storytelling.
- Publish Community Progress Report.
- Establish and regularly convene a public-private TMT Data Advisory Group
- Establish and regularly convene a public-private collaborative of funders for Data + Impact Storytelling

Metrics:

- Number of community partners
- Number of estimated community members impacted
- Number of data driven quality of life stories created
- Dollar amount saved by organization or brought in with grants using the data
- Number of website users and pageviews
- Number of e-news subscribers
- Number of views and shares of each story disseminated
- Updated program descriptions
- Updated partner testimonials

EXHIBIT B – PROJECT BUDGET

Salary	43,215
Fringe	6,785
Travel	
Equipment	
Supplies	
Contractual/Consultant	
Other	
Indirect 10%	

TOTAL

\$50,000

Salary & Fringe

Personnel expenses for the newly created Data Architect + Storyteller position. Fringe is determined at the rate of 15.7% and is inclusive of payroll tax, workers compensation, employee benefits and any other relevant fringe expenses.

EXHIBIT C
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
NONPROFIT AGENCY
COMMUNITY PILOT PROGRAM IN DATA AND IMPACT STORYTELLING

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.