MEMORANDUM

TO: Board of Trustees
THROUGH: Steven J. Pinkerton
General Manager
FROM: Indra Winquest
Director of Parks & Recreation
SUBJECT: Amend the existing approved amended Grant Agreement between IVGID and the Incline Tahoe Foundation and amend the existing data sheet to reflect the changes in the scope of work as well as the increased overall amount of the Grant from $1,208,071 to $1,409,201 (an increase of $201,130) for the Incline Park Facility Renovations Project.

STRATEGIC PLAN: Long Range Principal #5 – Assets and Infrastructure

DATE: March 18, 2019

I. RECOMMENDATIONS

That the Board of Trustees moves to:

1. Authorize Staff to accept an adjusted scope of work related to the Incline Park Facility Renovations Project and amend the existing approved Grant Agreement also known as Memorandum of Understanding with the Incline Tahoe Foundation (ITF) to reflect the adjusted scope of work.

2. Authorize Staff to accept and amend the existing approved Grant Agreement also known as Memorandum of Understanding between IVGID and the Incline Tahoe Foundation (ITF) and amend the existing data sheet by increasing the overall grant by $201,130 from $1,208,071 to $1,409,201 to cover the adjusted scope of work and increased costs for the Incline Park Facility Renovations Project.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.
Amend the existing approved amended Grant Agreement between IVGID and the Incline Tahoe Foundation and amend the existing data sheet to reflect the changes in the scope of work as well as the increased overall amount of the Grant from $1,208,071 to $1,409,201 (an increase of $201,130) for the Incline Park Facility Renovations Project.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

III. BACKGROUND

On December 13, 2017, the Board of Trustees approved entering into a project grant agreement totaling up to $760,000 with the Incline Tahoe Foundation (ITF) for renovations at Incline Park as well as authorized an additional services addendum for design services associated with the work; Vendor: Lloyd Consulting Group in the amount of $58,400.

On April 25, 2018, the Board of Trustees authorized an amendment to the grant agreement between IVGID and ITF to increase the grant amount by $448,071 from $760,000 to $1,208,071 to allow an expanded scope of work for the Incline Park Facility Renovations Project.

CURRENT SITUATION

Staff is recommending that the Board of Trustees moves to authorize Staff to accept and amend the existing approved Grant Agreement between IVGID and ITF by increasing the overall grant by $201,130 from $1,208,071 to $1,409,201 to cover the adjusted scope of work and increased costs for the Incline Park Renovation Project.

IVGID has received correspondence from ITF that they have amended their Grant Agreement with the Dave and Cheryl Duffield Foundation (DCDF) to reflect the adjusted scope of the project to include adjustments to the overall scope of the improvements as well as an increase in the overall amount of the Grant to fund the adjusted improvements for the Incline Park Facility Renovations Project. This Grant Agreement supersedes all prior agreements related to this project. These improvements include but are not limited to:

**Incline Park Field 3**
- New baseball specific turf infield, drainage, and irrigation
- New outfield specific french drain
- New scoreboard with naming rights panel
- New modular batting cages with retaining/seating wall
- New foul poles
- Expansion of outfield dimensions, fencing replacement, and renovated outfield warning track
Amend the existing approved amended Grant Agreement between IVGID and the Incline Tahoe Foundation and amend the existing data sheet to reflect the changes in the scope of work as well as the increased overall amount of the Grant from $1,208,071 to $1,409,201 (an increase of $201,130) for the Incline Park Facility Renovations Project

- New backer board at backstop/includes padding
- New enclosed custom modular dugouts with equipment storage
- Site signage improvements

Improvements eliminated from project
- Scoreboards on Fields 1&2
- Modular dugouts on Fields 1&2
- New backer boards/padding on Fields 1&2
- Terraced seating on Field 2

This item is placed on the Consent Calendar as it is an amendment to an existing grant agreement to accept more private funds.

IV. **FINANCIAL IMPACT AND BUDGET**

Design, procurement, and construction costs on this project will be 100% funded by ITF up to $1,409,201. The District will provide in-kind Staff time for project management and contract/construction oversight.

V. **ALTERNATIVES**

The Board may choose to not accept the amended MOU between ITF and IVGID or accept with required revisions.

VI. **ATTACHMENTS**

A. Draft Memorandum of Understanding dated March 18, 2019 between ITF and IVGID to be fully executed upon approval by the Board of Trustees.
B. Letter from David and Cheryl Duffield Foundation dated March 12, 2019 and all its attachments that includes a letter from ITF to IVGID dated March 11, 2019.
C. Existing grant agreement and amendments – funding level at $1,208,071.

VII. **BUSINESS IMPACT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.
VI. ATTACHMENTS

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING
Incline Village General Improvement District
and
Incline-Tahoe Parks and Recreation Vision Foundation, Inc.
dba Incline-Tahoe Foundation

This Memorandum of Understanding ("MOU") is made and entered into as of this 18th day of March 2019 by and between the Incline Village General Improvement District ("District"), a municipal corporation and Incline-Tahoe Foundation (ITF), a 501(c)(3) corporation. This MOU replaces the original Memorandum of Understanding pertaining to the Incline Facility Renovation Project, dated December 14, 2017.

RECITALS

A. Whereas, the DISTRICT owns that certain real property known as the Incline Park located at 948 Incline Way, Incline Village, NV 89451, APN 137-030-15;

B. Whereas, Incline Park includes three softball/baseball/soccer fields which are available to both Residents and Non-Residents.

C. Whereas, a private non-profit foundation is interested in the renovation of Field 3 in the Incline Park Facility and has approved grant funds to Incline Tahoe Foundation to provide non-profit status and act as the lead organization to work with IVGID;

D. Whereas, the DISTRICT desires ITF to assist with funding of Incline Park and Facility Field 3 renovation;

E. Whereas, the District possesses the skills, tools, and knowledge to perform such renovation of Field 3; and

F. Whereas, ITF possesses the skills, tools, and knowledge to perform grant management for renovation of the Park and Facilities.

Now therefore, the parties agree as follows:

1. Facility Defined.

1.1 Included Facility. The following facility (hereinafter the "Facility") is subject to this agreement and included within the maintenance responsibilities of ITF set forth herein: Softball/Baseball/Soccer Field 3, including dugouts, scoreboards, backstops, batting cage, perimeter fencing, signage, landscaping, and drainage.
1.2 Excluded Facilities. The following facilities are not subject to this agreement and remain the DISTRICT's responsibility for operation and maintenance:

- Irrigation and Watering System; repair and replacement.
- Parking Lots and ADA Parking
- Terraced Seating at Field 2
- Backflow Device for Irrigation and Drainage
- Park – Trash/Recyclable
- On-going maintenance of the three fields and Facilities.

2. Inspection and Maintenance. The DISTRICT agrees to inspect and maintain the Park and Facilities pursuant to the terms and conditions of this Agreement.

3. DISTRICT Responsibilities. The DISTRICT shall be responsible for the following:

3.1 Utilities. The DISTRICT shall be responsible for payment of all Park utilities.

3.2 Winterization. The DISTRICT shall be responsible for determining date for winter closure of the park and opening of Park in the spring.

3.3 Design, Permitting and Construction. Upon completion of the design and approval by ITF and the private foundation for the Incline Park Facility Renovation, the District will follow Nevada Revised Statutes (NRS) 338 in publicly bidding the construction of the project. All permitting efforts for construction with Washoe County and the Tahoe Regional Planning Agency will be led by the District.

3.4 Reimbursement. The DISTRICT shall invoice ITF for expenses incurred by the DISTRICT for work completed in accordance with this Agreement. Invoicing shall be on a reimbursement basis and shall be submitted no more frequently than monthly. In no case shall reimbursement for expenses exceed the amount authorized in this AGREEMENT except as allowed by AGREEMENT amendment and approved by ITF and the private foundation.

3.5 Coordination and Communication. The DISTRICT shall provide a staff person who shall serve as the primary contact for coordination and direction of DISTRICT obligations under this agreement. Said staff person shall be the DISTRICT’s Director of Parks and Recreation unless a different contact person is designated by the DISTRICT. All references in this agreement to coordination and communication with
the DISTRICT shall be directed to the Director of Parks and Recreation or their designee. ITF shall also designate a primary point of contact for all coordination and direction of ITF obligations under this agreement. The primary point of contact must be a resident of Incline Village, NV.

The DISTRICT will involve ITF in all meetings with the private non-profit foundation that pertain to this project. This includes discussions associated with bidding and costs, project status, and any other topics associated with the implementation and completion of this project.

3.6 Applications and permits for events which constitute Special Events as defined by the DISTRICT, will be handled through the DISTRICT's Special Event permitting process. This includes but is not limited to any and all permits with Washoe County and the Tahoe Regional Planning Agency.

3.7 Event Fees. The DISTRICT shall determine the assessment of fees for events at the Park. Final approval of the event fees shall be the sole responsibility of the DISTRICT.

3.8 Park Closure. The Incline Park shall remain closed outside of Incline Park normal hours. The Park shall be open during Incline Park normal operating hours subject to the following: the Park will be closed to the public for unscheduled events including but not limited to inclement weather, unscheduled maintenance needs, or access issues.

4. ITF Responsibilities. ITF shall be responsible for the following:

4.1 Grant Management. ITF shall perform the responsibilities as defined in the Grant Agreement and its Addendum, dated March 2019, with the private foundations, including management of grant funds and reporting.

4.2 Acquisition of Grant Funds. ITF shall acquire the necessary funds to allow completion of the improvements associated with the renovation of Field 3 in the Incline Park Facility and provide evidence to the DISTRICT of receipt of those funds by ITF prior to the DISTRICT authorizing start of work and incurring expense. In no case shall the DISTRICT be required to incur expenses associated with the renovation of Field 3 in the Incline Park Facility prior to receipt of adequate funds by ITF to allow complete reimbursement of those DISTRICT expenses.
4.3 Reimbursement. ITF shall process reimbursement requests submitted by the DISTRICT for work completed in accordance with this AGREEMENT. For each reimbursement request, the DISTRICT shall provide a detailed accounting of the invoices submitted by the contractors hired for the project, along with percentage of funds spent in relation to percentage of project completed. ITF shall provide reimbursement to the DISTRICT within 30 days of approval of the DISTRICT’s reimbursement request by ITF.

4.4 Contingency Fees. As defined in the Addendum to the Grant Agreement, the DISTRICT shall not spend any Contingency Fees permitted in this project without justification or prior approval from ITF and the private foundation.

5. ITF Fees. ITF charges its Partner Organizations up to 3% of the grant amount or donations for Administration Fees to be used by ITF for the administration of the non-profit. An agreed upon amount between ITF and the DISTRICT shall be withheld by ITF for this purpose.

6. Grant Amount. ITF has received grant funds in the amount of $1,350,801 for the renovation of Field 3 in the Incline Park Facility, of which $22,800 will be withheld consistent with Article 5 of this AGREEMENT. ITF will provide $1,328,001 to the DISTRICT to manage and implement the renovation of Field 3 in the Incline Park Facility unless altered by AGREEMENT amendment.

7. Term of Agreement.

7.1 Term length. This Agreement shall commence on the effective date of this Agreement and continue through the conclusion of the renovation of Field 3 in Incline Park Facility.

7.2 Early Termination. In the Event of this MOU being terminated early, remaining grant funds secured for the renovation of Field 3 in the Incline Park Facility will be forfeited to the DISTRICT.

8. Limitations of Liability.

8.1 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, the DISTRICT agrees not to assert against ITF any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the Services by the DISTRICT under this Agreement, and the DISTRICT waives any such claim, demand or suit against ITF.
8.2 Exclusivity. The provisions of this section constitute ITF's exclusive liability and the DISTRICT's sole remedy with respect to ITF's performance of the Services and the DISTRICT hereby expressly and knowingly releases ITF from any further liability.

8.3 Fines and Penalties. If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against the DISTRICT arising from the DISTRICT's failure to maintain the Facilities in accordance with applicable laws, such fines and penalties shall be the sole responsibility of the DISTRICT.

9. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to DISTRICT:  Incline Village General Improvement District  
Attn: Director of Parks and Recreation  
980 Incline Way  
Incline Village, Nevada 89451

Provide a copy to:  IVGID General Counsel  
Attn: Jason Guinasso  
500 Damonte Ranch Parkway  
Suite 980  
Reno, Nevada  89521

If to the ITF:  Incline Tahoe Foundation  
Incline Park Facility Field 3 Renovation Project  
948 Incline Way  
Incline Village, Nevada 89451

10. Assignment. This agreement is personal to ITF. As such, ITF has no right to assign any part of this agreement, or any part of its obligations under this agreement in whole or in part. ITF may not grant concessions in or upon the Property or to, at, and about the Facilities without the prior written approval of the DISTRICT. Neither this agreement nor any interest in this Agreement shall be assignable without the prior written consent of the DISTRICT.

11. Legal Authority, Licenses, Permits. ITF represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of ITF to conduct all work and responsibilities contemplated by this Agreement. ITF represents and warrants to the DISTRICT that it shall, at its sole cost and expense, keep
in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of ITF to conduct all work and responsibilities contemplated by this Agreement.

12. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

13. Good Faith. The parties agree to exercise reasonable efforts and good faith to effectuate the terms and conditions of this Agreement.

14. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this Agreement shall be held exclusively in the Incline Village - Crystal Bay Township Justice Court.

15. Amendments. This Agreement may be modified or amended only by a written document executed by both ITF and the DISTRICT and approved as to form by the DISTRICT's Counsel.

16. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between ITF and the DISTRICT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

19. Authority to Enter Agreement. Each party has all requisite power and authority to execute, deliver, and perform under this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**Incline Tahoe Foundation:**

By

Dolores Holets, President
Incline Tahoe Foundation

By

Shelia Leijon, Founder and Secretary,
Incline Tahoe Foundation

**Incline Village General Improvement District:**

ATTEST:

By

Steve Pinkerton, IVGID General Manager

By:

Susan Herron, IVGID District Clerk

APPROVED AS TO FORM:

By

Jason Guinasso, IVGID General Counsel

Attachment: Amendment to the Grant Agreement dated March 12, 2019 and Incline Tahoe Foundation dated March 11, 2019
VI. ATTACHMENTS

ATTACHMENT B
March 12, 2019

Ms. Dolores Holets
Board President
Incline-Tahoe Parks and Recreation Vision Foundation
DBA Incline-Tahoe Foundation
948 Incline Way
Incline Village, NV 89451

Dear Dolores:

This letter from the Dave & Cheryl Duffield Foundation (the “Foundation”) serves as an addendum to the Grant (the “Grant”) awarded to the Incline-Tahoe Foundation (“ITF”) on March 30, 2018. It documents the changes to the Grant amount, scope of the project, and funding dates of the Grant. Unless otherwise specified in this addendum, topics covered in the original Grant document, dated March 30, 2018, remain unchanged.

Changes to the Grant Amount and Contingency Fees

The Foundation has approved a revised Grant in the amount of $1,350,801 to ITF to support its activities with respect to the Incline Park Facility Renovation Project which are described on the attached Exhibit “A” (the “Project”). This Grant amount is in addition to the initial Grant of $58,400 awarded to ITF on December 18, 2017, bringing the total of the two Grants to $1,409,201. The Grant, and any subsequent grants in support of the Project, are subject to the terms and conditions described more fully in the original Grant document, dated March 30, 2018.

While not anticipated during the implementation and completion of the Incline Park Facility Renovation Projects and defined in Exhibit A, the Foundation is aware of the potential of Contingency Fees not to exceed 10% ($135,080) of the Grant amount. If Contingency Fees are required, ITF will provide the Foundation full documentation describing the reasons associated the needed Fees and obtain spending approval from the Foundation.

The budget for the revised Incline Park Facility Renovation Project is provided in Exhibit A.

Funding of Grant

The Foundation will fund the grant in seven installments as described on the attached Exhibit “B”. The Foundation will fund the first installment in the amount of $15,000 in May 2019, after we receive from
ITF a countersigned copy of this letter agreement. Remaining payments run from June to November 2019 and are based on invoices for construction and fee costs associated with the Project.

**Grant Reporting Requirements - Timing**

ITF agrees to submit full and complete reports to the Foundation, which describe how the Grant Funds have been spent and relevant information concerning future budgets for the Project. The report will cover the period that runs from May 2019 to November 2019. The report will be submitted to the Foundation within 45 days after the close of the reporting period. In addition, ITF will provide the Foundation with updates covering the status of the project.

If this letter correctly sets forth ITF’s understanding of the agreement with the Foundation regarding this $1,350,801 Grant, please countersign this letter at the place indicated below and return it to the Foundation. On behalf of all of us at the Dave & Cheryl Duffield Foundation, we wish the Incline-Tahoe Foundation the best of success in its important work in support of the Incline Village community.

Sincerely,

Dave & Cheryl Duffield Foundation

By: 
Chris Watts
President

AGREED TO AND ACCEPTED THIS **8th** DAY OF MARCH, 2019

Incline-Tahoe Foundation

By: 
Dolores Holets
Board President

Dave & Cheryl Duffield Foundation is a 501(c)(3) not-for-profit corporation. Donations are deductible for income tax purposes to the full extent of the law. The tax identification number is 47-4279721. Per IRS regulations, no goods or services were received in exchange for this contribution.

PO Box 6714, Incline Village, NV 89450
(775) 831-2070
Exhibit A
The Project
The Budget
March 6, 2019

Dolores Holets
Board Chair
Incline-Tahoe Parks and Recreation Vision Foundation
RE: Incline Park Facility Renovation Project

Dear Ms. Holets:

Consistent with the direction the District received during a meeting with the representatives with the Dave & Cheryl Duffield Foundation on February 14, 2019, this letter is to provide you with a revised project description for the improvements at Incline Park. As presented and agreed to by all parties, the facility renovations at Incline Park are now anticipated to include:

Field 3
- New scoreboard with innings and naming rights panel
- New backstop board at backstop, including padding
- New enclosed, modular dugouts with equipment storage
- New modular batting cage with retaining/seating wall
- Expanded outfield dimensions with renovated outfield warning track
- New outfield perimeter fence
- New outfield fencing
- New foul poles
- New baseball specific turf infield
- Remove sand base and gravel profile. Infield soil installed on native soil

The project consultant, Lloyd Engineering, has completed design of this work. The District has bid this project with a contract before the IVIRD Board of Trustees for award in March 2019. Construction would occur over the summer with a targeted completion date of Labor Day 2019.

On behalf of the District and the communities of Incline Village and Crystal Bay, please extend my thanks to the Dave & Cheryl Duffield Foundation for their support and commitment to this project. It will provide a tremendous and long lasting benefit to the youth of Incline Village and Crystal Bay and the character of the community.

Please do not hesitate to contact Charley Miller or myself with any additional questions.

Best regards,
Indra Winquest.
Director of Parks & Recreation

Enclosure

C. Chris Watts, Sean O'Connell Dave & Cheryl Duffield Foundation
## Incline Park Facilities Renovation Project
### Revised Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tr>
<td>Revised Bid for Field #3</td>
<td>$1,143,341.00</td>
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<tr>
<td>Dugouts</td>
<td>$110,000.00</td>
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<td>Fencing</td>
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<td><strong>Subtotal</strong></td>
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<td>Permitting (TRPA &amp; Washoe)</td>
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<tr>
<td>Construction Administration</td>
<td>$22,500.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$1,328,001.00</strong></td>
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<tr>
<td>Incline-Tahoe Foundation Fees</td>
<td>$22,800.00</td>
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<tr>
<td>Lloyd Engineering Fees</td>
<td>$58,400.00</td>
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<tr>
<td><strong>DCDF Grant for Lloyd Engineering Fees 12-2017</strong></td>
<td>$(58,400.00)</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$1,350,801.00</strong></td>
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<tr>
<td>Total Grant Amounts from DCDF</td>
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<tr>
<td>Construction Grant including Contingency Fees</td>
<td>$1,380,801.00</td>
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<tr>
<td><strong>Lloyd Engineering Grant Awarded in 12-2017</strong></td>
<td>$58,400.00</td>
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<tr>
<td><strong>Total of DCDF Grants to ITF</strong></td>
<td><strong>$1,409,201.00</strong></td>
</tr>
<tr>
<td>10% Contingency Fees</td>
<td>$135,080.10</td>
</tr>
</tbody>
</table>
Exhibit B  
Funding of the Grant

The Project period runs from April 2019 to November 2019, including the following:
- March 2019 – Contract submitted for approval by IVGID BOT, DISTRICT awards Project
- Summer 2019 – Project construction
- Labor Day 2019 – Project completion

As defined in the Grant agreement between ITF and the Foundation, ITF will inform the Foundation of any changes to the Grant due to the following:
- Any changes to Exhibit A IVGID Ballfield Scope/Budget should the Foundation choose to make modifications or additions to the project.
- Any changes to the timing of Project completion after construction commences.

According to the MOU between ITF and IVGID, ITF must acquire the necessary funds to allow completion of the improvements associated with the Incline Park Facility Renovation and provide evidence to IVGID of receipt of those funds prior to IVGID authorizing start of work and incurring of expense. Once work is authorized by IVGID, the District shall invoice ITF for expenses incurred by the District for work completed in accordance with the Project. Invoicing will be on a reimbursement basis and will be submitted to ITF no more than monthly. ITF will provide the Foundation with reports of invoices paid for the Grant Project.

The timing and milestones of Grant monies shall be as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Milestones</th>
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<tbody>
<tr>
<td>March/April, 2019</td>
<td>• Project design is completed with design documents sent to ITF and Foundation</td>
</tr>
<tr>
<td></td>
<td>• Construction contract is awarded by IVGID Board of Trustees</td>
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<tr>
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<td>• Notice to Proceed is issued to project contractor by IVGID</td>
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<tr>
<td>May, 2019</td>
<td>• Foundation transfers Grant funds to ITF in the amount $15,000</td>
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<tr>
<td>June, 2019</td>
<td>• Foundation transfers Grant funds to ITF in the amount of May Construction Invoices for the Project.</td>
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<td>• Reimbursement of May Construction Invoices by ITF to IVGID</td>
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<td>July, 2019</td>
<td>• Foundation transfers Grant funds to ITF in the amount of June Construction Invoices for the Project.</td>
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<td>• Reimbursement of June Construction Invoices by ITF to IVGID</td>
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<td>August, 2019</td>
<td>• Foundation transfers Grant funds to ITF in the amount of July Construction Invoices for the Project.</td>
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<td>• Reimbursement of July Construction Invoices by ITF to IVGID</td>
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<td>Month, Year</td>
<td>Details</td>
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<td>----------------</td>
<td>-------------------------------------------------------------------------</td>
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<td>September, 2019</td>
<td>• Foundation transfers Grant funds to ITF in the amount of August</td>
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<tr>
<td></td>
<td>Construction Invoices for the Project.</td>
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<tr>
<td></td>
<td>• Reimbursement of August Construction Invoices by ITF to IVGID</td>
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<td>October, 2019</td>
<td>• Foundation transfers Grant funds to ITF in the amount of September</td>
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<td></td>
<td>Construction Invoices for the Project.</td>
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<tr>
<td></td>
<td>• Reimbursement of September Construction Invoices by ITF to IVGID</td>
</tr>
<tr>
<td>November, 2019</td>
<td>• Foundation transfers Grant funds to ITF in the amount of any Final</td>
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<tr>
<td></td>
<td>Construction and Fee Invoices for the Project.</td>
</tr>
<tr>
<td></td>
<td>• Reimbursements of any Final Construction and Fee Invoices by ITF to</td>
</tr>
<tr>
<td></td>
<td>IVGID</td>
</tr>
</tbody>
</table>
March 11, 2019

Indra Winquest
Director of Parks & Recreation
Incline Village Parks & Recreation
980 Incline Way
Incline Village, NV 89451

RE: Grant from the Dave & Cheryl Duffield Foundation (DCDF)

Dear Indra:

ITF is pleased to inform IVGID that our foundation has received a grant in the amount of $1,350,801 from the Dave & Cheryl Duffield Foundation in support of the renovation of the Field 3 in the Incline Park Facility. This amount is in addition to the initial grant of $58,400 awarded to ITF on December 18, 2017, bringing the total of the two grants to $1,409,201. Please note that this grant from DCDF amends the original grant, dated March 30, 2018. I have attached the signed Addendum to the DCDF Grant Agreement which documents the changes to the scope of the project.

ITF is looking forward to working with IVGID on this exciting project. If you require additional information, please do not hesitate to contact me.

Warm Regards,

Dolores J. Holets
ITF Board President

Attachment: Addendum to the Grant from the Dave & Cheryl Duffield Foundation

The Incline Tahoe Foundation is a 501(c)3 non-profit organization, tax ID number 27-0823168
VI. ATTACHMENTS

ATTACHMENT C
March 30, 2018

Ms. Dolores Holets
Board President
Incline-Tahoe Parks and Recreation Vision Foundation
DBA Incline-Tahoe Foundation
948 Incline Way
Incline Village, NV 89451

Dear Dolores:

The Dave & Cheryl Duffield Foundation (the “Foundation”) is pleased to inform you that the Foundation has approved an additional grant in an amount up to $1,149,671 (the “Grant”) to the Incline-Tahoe Foundation (“ITF”) to support its activities with respect to the Incline Park Facility Renovation Project which are described on the attached Exhibit “A” (the “Project”). This Grant amount is in addition to the initial Grant of $58,400 awarded to ITF on December 18, 2017, bringing the total of the two Grants to $1,208,071. The Grant, and any subsequent grants in support of the Project, are subject to the terms and conditions described more fully below.

Funding of Grant

The Foundation will fund the grant in seven installments as described on the attached Exhibit “B”. The Foundation will fund the first installment in the amount of $15,000 in May 2018, after we receive from ITF a countersigned copy of this letter agreement. Remaining payments run from June to November 2018 and are based on invoices for construction and fee costs associated with the Project.

Use of Grant Funds

ITF agrees that all grant monies received and any income therefrom (“Grant Funds”) will be used only to support the Project. Grant Funds may not be used for any other purposes without the prior written approval of the Foundation.

Grant Reporting Requirements - Timing

ITF agrees to submit full and complete reports to the Foundation, which describe how the Grant Funds have been spent and relevant information concerning future budgets for the Project. The report will cover the period that runs from April 2018 to November 2018, coinciding with IVGID’s bidding to Project Completion as defined in Exhibit A. The report will be submitted to the Foundation within 45 days after the close of the reporting period. In addition, ITF will provide DCF with updates covering the status of the project. These updates will include the following:
Any changes to Exhibit A IVGID Ballfield Scope/Budget Analysis after Project goes to bid and contractor is selected.

Any changes to Exhibit A IVGID Ballfield Scope/Budget Analysis should DCDF choose to make modifications or additions to the Project.

Any changes to the timing of Project completion after construction commences.

Thereafter, ITF will submit an annual report for each subsequent 12-month period in which ITF retains or spends any Grant Funds. Such annual reports will be submitted to the Foundation within 45 days following the last day of the period covered, until all Grant Funds have been expended in full. ITF’s initial and annual reports will contain a narrative and statement of financial activities that describe how the Grant Funds were spent, including, but not limited to a budget narrative and examples of how the Foundation was recognized.

Recognition and Trademark Matters

ITF agrees that in consideration of this Grant, ITF will, in consultation with the Foundation, fully implement the Recognition Plan attached to this letter agreement as Exhibit “C”. Accordingly, the Foundation hereby grants ITF a limited, non-exclusive, non-transferable (excepting only a sublicense to IVGIG to extent necessary to perform ITF’s obligations under the Recognition Plan) license solely to use the Foundation’s name and any logo provided to ITF by the Foundation (“Foundation’s Marks”) for such purpose in providing such recognition and benefits. No alteration may be made to the Foundation’s logo, including, without limitation, any alteration to the color, typeface or any elements of the logo’s design without the prior written approval of the Foundation, in its sole and absolute discretion. ITF further agrees not to use the Foundation Marks in any way which would have a reasonable possibility of damaging the goodwill built up in the marks or disparaging or impugning the reputation of the Foundation and/or its affiliated entities.

All use of the Foundation Marks will inure to the benefit of the Foundation. All use of the Foundation Marks will also be subject to the reasonable guidelines and limitations set by the Foundation from time to time. In addition, the quality of any goods and services provided in connection with or having any relation to the Grant Funds will be at a high level consistent with industry standards and at least commensurate with the quality of any goods or services previously rendered by ITF. The Foundation Marks may not be used in any manner that is likely to cause confusion in the public, for example, suggesting a closer relationship with, affiliation with, sponsorship by, or endorsement by the Foundation than actually exists.

If this license or this entire agreement is not terminated sooner, the term of the license shall be one year from the date of this letter. The license shall be automatically renewed for successive one-year terms at the end of each such term, unless the Foundation Fund gives notice of its election not to renew the license at least ninety (90) calendar days prior to the end of a term, or terminates the license for non-compliance as set forth below. The Foundation may terminate the license of its name and marks granted herein with ten (10) calendar days’ notice at any time if the Foundation determines that ITF is not in compliance this agreement, if ITF has ceased being a tax-exempt non-profit organization, or if the Foundation determines in its sole and absolute discretion that allowing continued use of such name or marks by ITF in any way damages the goodwill built up in such name or marks, disparages or impugns the reputation of the Foundation and/or its affiliated entities, or exposes the Foundation and/or its affiliated entities to undesired legal or business risks or liability.

ITF acknowledges and agrees that the Foundation owns all right, title, and interest, including without limitation all trademark and other intellectual property rights, in the Foundation Marks. ITF agrees to
cooperate with the Foundation in facilitating the Foundation's control of the nature and quality of the use of the Foundation Marks, to permit reasonable inspection by the Foundation of the use of the Foundation Marks by ITF, and to supply the Foundation with specimens of all uses of the Foundation Marks upon request.

Indemnity

In consideration of this grant, ITF agrees to indemnify, defend, and hold harmless the Dave & Cheryl Duffield Foundation, and its affiliates, agents, officers, trustees, employees, directors, consultants, and other persons related to or acting on behalf of the Dave & Cheryl Duffield Foundation from and against any and all losses, liabilities, damages, costs, claims, attorneys' fees, and expenses arising out of, or in any way related to (1) this grant or any previous or future grants made to Dave & Cheryl Duffield Foundation or any of its affiliates by the Dave & Cheryl Duffield Foundation; (2) any facility, equipment, or vehicle owned, operated or managed by ITF; (3) the use by ITF of any name or mark of the Foundation; (4) any programs, activities, or equipment which the Grant may fund, in whole or in part; or (5) any acts or omissions by or on behalf of ITF, or any of its affiliates, agents, officers, trustees, employees, consultants, or other persons related to or acting on behalf of ITF.

General Provisions

The Foundation may review financial and other records and materials connected with any equipment purchased or activities financed by this grant. ITF also agrees to allow the Foundation to distribute this letter agreement to other third parties and to reference and/or include information about this grant in public reports, press releases, and other public or private communications with input from ITF.

By countersigning this letter, you represent that ITF is a tax exempt Section 501(c)(3) organization, in accordance with the Internal Revenue Code of 1986 and amendments thereto ("IRC"), and that ITF is a public charity defined in IRC section 509(a)(1) and/or 509(a)(2). ITF agrees that it will not do anything to jeopardize its public charity status under IRC sections 501(c)(3) and 509(a) and further agrees to notify the Foundation immediately should ITF's status with the Internal Revenue Service ("IRS") change, or should the IRS or any state taxing authority challenge such status. ITF agrees that it will use Grant Funds solely for those purposes specified in IRC section 170(c)(2)(B) — specifically, for charitable, educational, or scientific purposes. In addition, ITF will not use any Grant Funds to carry on propaganda or otherwise attempt to influence legislation. ITF also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

The activities described in this agreement in no way create an agency relationship between the Foundation and ITF, or any other person, organization, or entity related to or acting on behalf of ITF. Nor do the activities described in this agreement make the Foundation in any way responsible for the actions or inactions of ITF, or any other person, organization, or entity related to or acting on behalf of ITF.

This letter agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of ITF and the Foundation. The failure by the Foundation to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of the Foundation's right to exercise or enforce such right or any other right in the future.
If this letter correctly sets forth ITP's understanding of the agreement with the Foundation regarding this $1,149,671 Grant, please countersign this letter at the place indicated below and return it to the Foundation.

On behalf of all of us at the Dave & Cheryl Duffield Foundation, we wish the Incline-Tahoe Foundation the best of success in its important work in support of the Incline Village community.

Sincerely,

Dave & Cheryl Duffield Foundation

By: [Signature]

Chris Watts
President

AGREED TO AND ACCEPTED
THIS 20 DAY OF MARCH, 2018

Incline-Tahoe Foundation

By: [Signature]

Dolores Holets
Board President

Dave & Cheryl Duffield Foundation is a 501(c)(3) not-for-profit corporation. Donations are deductible for income tax purposes to the full extent of the law. The tax identification number is 47-4279721. Per IRS regulations, no goods or services were received in exchange for this contribution.

PO Box 6714, Incline Village, NV 89450

(775) 831-2070
Exhibit A

The Project

Included in Exhibit A are the following documents:

- Incline Park Facilities Renovation Project revised budget, as estimated by Lloyd Engineering.
- Letter to the Incline-Tahoe Foundation from Brad Johnson, IVGID Director of Asset Management, dated March 23, 2018, detailing the revised scope of the project.
- Preliminary drawings from Lloyd Engineering detailing the Incline Park Facilities Renovation Project.
<table>
<thead>
<tr>
<th>Field 1</th>
<th>Renovation with High Performance Features</th>
</tr>
</thead>
</table>
| Dugout Replacement | $55,000  
equip, assemble, install                  |
| Scoreboard Replacement | $14,000  
reuse existing structure/power/signal    |
| Backstop Replacement | $10,000  
board repair and padding only               |
| **Field 1 Subtotal** | **$79,000**                                      |

<table>
<thead>
<tr>
<th>Field 2</th>
<th></th>
</tr>
</thead>
</table>
| Backstop System | $10,000  
board repair and padding only                |
| Dugout Replacement | $55,000  
equip, assemble, install               |
| Scoreboard Replacement | $14,000  
reuse existing structure/power/signal    |
| Terraced Seating | $35,000                                           |
| **Field 2 Subtotal** | **$114,000**                                    |

<table>
<thead>
<tr>
<th>Field 3</th>
<th></th>
</tr>
</thead>
</table>
| Infield Reconstruction | $210,000  
Subdrains, full sand profile (36,000 sq ft @ $6.00) |
| Outfield Expansion | $112,000  
Maximum extension (25,000 ln ft @ $4.50)      |
| Scoreboard Replacement | $32,000  
Donor Branding Panel plus structural upgrade |
| Batting Cage Replacement | $80,000  
add earthwork, retaining wall, drainage, slab, turf |
| Perimeter Outfield fencing | $40,000  
12' and 16' vinyl coated; 565 ln ft at $70 |
| Perimeter Infield Fencing | $0  
defer                                         |
| Backstop System Stand Alone | $0  
defer                                         |
| Backstop Repairs | $16,000  
board repair and padding only                  |
| Stand Alone At grade Dugouts | $115,000  
w/ Some Interior furnishings                |
| Site Signage | $1,500                                             |
| French Drain | $14,125  
Outfield perimeter (565 ln ft @ $25)    |
| Outfield Turf Renovation | $0  
by district O&M                                   |
| Warning Track refurbishment | $11,250  
Foul Areas (7,500 sq ft @ $1.5)               |
| New Bullpens | $10,000  
single on warning track                        |
| Foul Poles | $15,000  
Upgraded with Fence Caps                        |
| **Field 3 Subtotal** | **$656,875**                                    |

| Total Hard Construction | **$849,875**                                   |

| General Conditions | 10.0% | **$84,988** |
| Bonds & Insurance  | 1.8%  | **$16,828** |
| Contractor's Fee   | 6.0%  | **$57,101** |
| Design Contingency | 10.0% | **$100,879** |
| **Design Contract** | **$58,400**      |
| Construction Services | **$15,000**    |
| ITF Fee             | **$25,000**     |
| **Budget Total**    | **$1,208,071**  |

| ITF Grant Dated 12-18-2017 | **$ (58,400.00)** |
| Net Budget              | **$1,149,671**    |
Grant Agreement  
Incline Village General Improvement District  
and  
Incline-Tahoe Parks and Recreation Vision Foundation, Inc.  
dba Incline Tahoe Foundation

This Grant Agreement ("AGREEMENT") is made and entered into as of this 14th day of December 2017 by and between the Incline Village General Improvement District ("DISTRICT"), a municipal corporation and Incline Tahoe Foundation (ITF), a 501(c)(3) corporation.

RECITALS

A. Whereas, the DISTRICT owns that certain real property known as the Incline Park located at 948 Incline Way, Incline Village, NV 89451, APN 137-030-15;

B. Whereas, Incline Park includes three softball/baseball/soccer fields which are available to both Residents and Non-Residents.

C. Whereas, a private non-profit foundation is interested in the renovation of the Incline Park Facility and has approved grant funds to Incline Tahoe Foundation to provide non-profit status and act as the lead organization to work with the DISTRICT (See Exhibit A);

D. Whereas, the DISTRICT desires ITF to assist with funding of the Incline Park and Facilities renovation;

E. Whereas, the DISTRICT possesses the skills, tools, and knowledge to perform such renovation of the Park and Facilities; and

F. Whereas, ITF possesses the skills, tools, and knowledge to perform grant management for renovation of the Park and Facilities.

Now therefore, the parties agree as follows:

1. Facilities Defined.

1.1 Included Facilities. The following list of facilities (hereinafter the "Facilities," as more fully depicted in Exhibit B, attached hereto and incorporated herein by reference) are subject to this Agreement and included within the improvements funded by ITF set forth herein: Softball/Baseball/Soccer Fields 1, 2, and 3, including dugouts,
scoreboards, backstops, terraced seating, batting cage, perimeter fencing, signage, landscaping, irrigation, and drainage.

1.2 Excluded Facilities. The following facilities are not subject to this Agreement and remain the DISTRICT’s responsibility for improvements:
   - Parking Lots, ADA Parking, and sidewalks
   - Park Facilities – Skate Park, trails, trash/recyclable containers, restrooms, scorekeeper booths, and sidewalk lighting
   - Long term operations and maintenance of the three fields and Facilities

2. Inspection and Maintenance. The DISTRICT agrees to inspect and maintain the Park and Facilities pursuant to the terms and conditions of this AGREEMENT.

3. DISTRICT Responsibilities. The DISTRICT shall be responsible for the following:

3.1 Utilities. The DISTRICT shall be responsible for payment of all Park utilities.

3.2 Winterization. The DISTRICT shall be responsible for determining date for winter closure of the park and opening of Park in the spring.

3.3 Design, Permitting and Construction. The DISTRICT shall manage completion of the design of all improvements associated with the Incline Park Facility Renovation. Upon completion of the design and approval by ITF and the private foundation for the Incline Park Facility Renovation, the DISTRICT will follow the requirements of Nevada Revised Statutes (NRS) 338 in publicly bidding and constructing the improvements of the project. All permitting efforts for construction with Washoe County and the Tahoe Regional Planning Agency will be led by the DISTRICT.

3.4 Reimbursement. The DISTRICT shall invoice ITF for expenses incurred by the DISTRICT for work completed in accordance with this Agreement. Invoicing shall be on a reimbursement basis and shall be submitted no more frequently than monthly. In no case shall reimbursement for expenses exceed the amount authorized in this AGREEMENT except as allowed by AGREEMENT amendment.

3.5 Coordination and Communication. The DISTRICT shall provide a staff person who shall serve as the primary contact for coordination and
direction of DISTRICT obligations under this AGREEMENT. Said staff person shall be the DISTRICT’s Director of Parks and Recreation unless a different contact person is designated by the DISTRICT. All references in this AGREEMENT to coordination and communication with the DISTRICT shall be directed to the Director of Parks and Recreation or their designee. ITF shall also designate a primary point of contract for all coordination and direction of ITF obligations under this Agreement. The primary point of contact must be a resident of Incline Village, NV.

3.6 Applications and permits for events which constitute Special Events as defined by the DISTRICT, will be handled through the DISTRICT’s Special Event permitting process. This includes but is not limited to any and all permits with Washoe County and the Tahoe Regional Planning Agency.

3.7 Event Fees. The DISTRICT shall determine the assessment of fees for events at the Park. Final approval of the event fees shall be the sole responsibility of the DISTRICT.

3.8 Park Closure. The Incline Park shall remain closed outside of Incline Park normal hours. The Park shall be open during Incline Park normal operating hours subject to the following: the Park will be closed to the public for unscheduled events including but not limited to inclement weather, unscheduled maintenance needs, or access issues.

4. ITF Responsibilities. ITF shall be responsible for the following:

4.1 Grant Management. ITF shall perform the responsibilities as defined in the grant AGREEMENT with the private foundation, including management of grant funds and reporting.

4.2 Acquisition of Grant Funds. ITF shall acquire the necessary funds to allow completion of the improvements associated with the Incline Park Facility Renovation and provide evidence to the DISTRICT of receipt of those funds by ITF prior to the DISTRICT authorizing start of work and incurring expense. In no case shall the DISTRICT be required to incur expenses associated with the Incline Park Facility Renovation prior to receipt of adequate funds by ITF to allow complete reimbursement of those DISTRICT expenses.

4.3 Reimbursement. ITF shall process reimbursement requests submitted by the DISTRICT for work completed in accordance with this AGREEMENT. ITF shall provide reimbursement to the DISTRICT
within 30 days of approval of the DISTRICT’s reimbursement request by ITF.

5. **ITF Fees.** ITF charges its Partner Organizations 3% of the grant amount or donations for Administration Fees to be used by ITF for the administration of the non-profit. An agreed upon amount between ITF and the DISTRICT shall be withheld by ITF for this purpose.

6. **Grant Amount.** ITF has received grant funds in the amount of $760,000 for the Incline Park Facility Renovation Project of which 3% ($22,800) will be withheld consistent with Article 5 of this AGREEMENT. ITF will provide $737,200 to the DISTRICT to manage and implement the Incline Park Facility Renovation Project unless altered by AGREEMENT amendment.

7. **Term of AGREEMENT.**

7.1 Term length. This AGREEMENT shall commence on the effective date of this AGREEMENT and continue through the conclusion of the Incline Park Facility Renovation Project.

7.2 Early Termination. In the Event of this MOU being terminated early, remaining grant funds secured for the Incline Park Facility Renovation Project will be forfeited to the DISTRICT.

8. **Limitations of Liability.**

8.1 Consequential Damages. Notwithstanding any provision in this AGREEMENT to the contrary, the DISTRICT agrees not to assert against ITF any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the Services by the DISTRICT under this AGREEMENT, and the DISTRICT waives any such claim, demand or suit against ITF.

8.2 Exclusivity. The provisions of this section constitute ITF’s exclusive liability and the DISTRICT’s sole remedy with respect to ITF’s performance of the Services and the DISTRICT hereby expressly and knowingly releases ITF from any further liability.

8.3 Fines and Penalties. If during the term of this AGREEMENT, any governmental or regulatory authority or agency assesses any fines or penalties against the DISTRICT arising from the DISTRICT’s failure to maintain the Facilities in accordance with applicable laws, such fines and penalties shall be the sole responsibility of the DISTRICT.
9. **Notices.** Any notice required to be given under this AGREEMENT shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to DISTRICT:  
Incline Village General Improvement District  
Attn: Director of Parks and Recreation  
980 Incline Way  
Incline Village, Nevada 89451

Provide a copy to:  
IVGID Legal Counsel  
Attn: Jason D. Guinasso, Esq.  
500 Damonte Ranch Parkway, Suite 980  
Reno, Nevada 89521

If to the ITF:  
Incline Tahoe Foundation  
Attn: Incline Park Facility Renovation Project  
948 Incline Way  
Incline Village, Nevada 89451

10. **Assignment.** This AGREEMENT is personal to ITF. As such, ITF has no right to assign any part of this AGREEMENT, or any part of its obligations under this AGREEMENT in whole or in part. ITF may not grant concessions in or upon the Property or to, at, and about the Facilities without the prior written approval of the DISTRICT. Neither this AGREEMENT nor any interest in this AGREEMENT shall be assignable without the prior written consent of the DISTRICT.

11. **Legal Authority, Licenses, Permits.** ITF represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of ITF to conduct all work and responsibilities contemplated by this AGREEMENT. ITF represents and warrants to the DISTRICT that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, insurance and approvals which are legally required of ITF to conduct all work and responsibilities contemplated by this AGREEMENT.

12. **Waiver.** Waiver of a breach or default under this AGREEMENT shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this AGREEMENT.

13. **Good Faith.** The parties agree to exercise reasonable efforts and good faith to effectuate the terms and conditions of this AGREEMENT.
14. **Controlling Law Venue.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this AGREEMENT shall be held exclusively in the Incline Village – Crystal Bay Township Justice Court.

15. **Amendments.** This AGREEMENT may be modified or amended only by a written document executed by both ITF and the DISTRICT and approved as to form by the DISTRICT’s Counsel.

16. **Severability.** If any term or portion of this AGREEMENT is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

17. **Entire AGREEMENT.** This AGREEMENT constitutes the complete and exclusive statement of AGREEMENT between ITF and the DISTRICT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this AGREEMENT.

18. **Execution.** This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this AGREEMENT, it shall not be necessary to produce or account for more than one such counterpart.

19. **Authority to Enter AGREEMENT.** Each party has all requisite power and authority to execute, deliver, and perform under this AGREEMENT. Each party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first written above.

**Incline Tahoe Foundation:**

By [Signature]
Dolores Holets, President
Incline Tahoe Foundation

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Grant Agreement
Incline Village General Improvement District
Incline Tahoe Foundation
Incline Park Facility Renovation Project
By ________________________
Shelia Leijon, Founder and Secretary,
Incline Tahoe Foundation

Incline Village General Improvement District: ATTEST:

By ________________________
Steve Pinkerton, IVGID General Manager

By: ________________________
Susan Herron, IVGID District Clerk

APPROVED AS TO FORM:

By ________________________
Jason D. Guinnasso, Esq., IVGID General Counsel

Attachments:
Exhibit A – Letter of Commitment to ITF from the Dave & Cheryl Duffield Foundation
Exhibit B – Incline Park Facility Renovation Project Option C
November 30, 2017

Indra Winquest
Director of Parks & Recreation
Incline Village Parks & Recreation
980 Incline Way
Incline Village, NV 89451

**RE: Letter of Commitment from the Dave & Cheryl Duffield Foundation (DCDF)**

Dear Indra:

ITF is pleased to inform IVGID that our foundation has received a letter of commitment for a grant of up to $760,000 from the Dave & Cheryl Duffield Foundation. The funds for the grant are to be used for the Incline Park Facility Renovation Project. I have attached a copy of the letter from DCDF for your review.

ITF is looking forward to working with IVGID on this exciting project. Once the BOT approves the project, we will formalize the grant and its attachments with DCDF. Meanwhile, if you require additional information, please do not hesitate to contact me.

Warm Regards,

[Signature]

Dolores J. Holets
ITF Board President

Attachment: Letter of Commitment from the Dave & Cheryl Duffield Foundation

*The Incline Tahoe Foundation is a 501(c)(3) non-profit organization, tax ID number 27-6829108*
Dave & Cheryl Duffield Foundation

November 28, 2017

Ms. Dolores Holets
Board President
Incline-Tahoe Parks and Recreation Vision Foundation
dba Incline Tahoe Foundation
948 Incline Way
Incline Village, NV 89451

RE: Dave & Cheryl Duffield Foundation Grant to the Incline Tahoe Foundation

Dear Dolores:

The Dave & Cheryl Duffield Foundation ("DCDF") is pleased to inform the Incline Tahoe Foundation ("ITF") that, subject to the execution of a mutually acceptable grant agreement between DCDF and ITF, a grant amount of up to $760,000 has been approved for the Incline Park Facility Renovation Project, located at 939 Southwood Boulevard, Incline Village, NV 89451. This letter of commitment precedes the formal grant agreement between the DCDF and ITF and is based on the attached engineering estimate, titled Incline Park Facility Renovation Project, Option C.

Upon approval of the project by the IVGID Board of Trustees, DCDF will work with ITF to determine the structure and timing of payments for the project, such as design, phased construction costs, etc. It is also our understanding that IVGID Engineers are currently working with Lloyd Engineering to obtain a cost estimate for the design of the renovation project. Once the formal design has been completed, IVGID will send out RFQ's for bids for the project. These documents will become the formal exhibits attached to the grant between ITF and DCDF.

We are looking forward to working with the Incline Tahoe Foundation in its important work in support of the Incline Village community.

Sincerely,

Chris Watts
President
Dave & Cheryl Duffield Foundation

Attachment: Incline Park Facility Renovation Project, Option C

Dave & Cheryl Duffield Foundation is a 501(c)(3) not-for-profit corporation. Donations are deductible for income tax purposes to the full extent of the law. The tax identification number is 47-4279721. Per IRS regulations, no goods or services were received in exchange for this contribution.

PO Box 6714, Incline Village, NV 89450
(775) 831-2070