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FILED
NO. 98.207

AGREEMENT

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THIS AGREEMENT, entered into this ^{3rd} day of Sept 1998, by BARBARA REED CLERK DEPUTY between WESTERN NEVADA DEVELOPMENT DISTRICT, hereinafter referred to as "WNDD", and DOUGLAS COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "COUNTY"

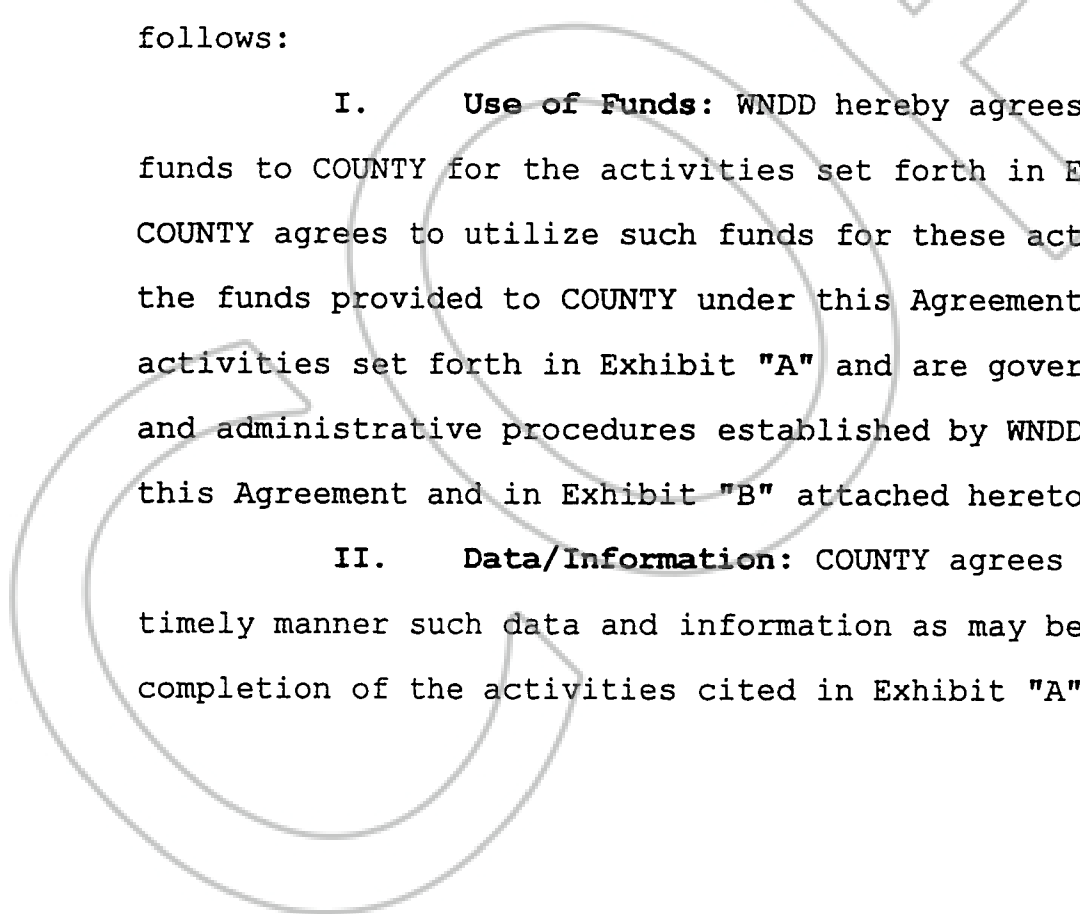
WHEREAS, WNDD has established a Membership Assistance Program (MAP) to assist its members with certain economic development activities/projects; and,

WHEREAS, WNDD has approved the use of MAP funds for the activities proposed by COUNTY as set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. **Use of Funds:** WNDD hereby agrees to provide MAP funds to COUNTY for the activities set forth in Exhibit "A"; and COUNTY agrees to utilize such funds for these activities. The use of the funds provided to COUNTY under this Agreement are limited to the activities set forth in Exhibit "A" and are governed by the rules and administrative procedures established by WNDD as set forth in this Agreement and in Exhibit "B" attached hereto.

II. **Data/Information:** COUNTY agrees to provide in a timely manner such data and information as may be required for completion of the activities cited in Exhibit "A" hereof.



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III. Time of Performance: Activities will commence upon the date first written above and shall be completed not later than JANUARY 1, 2000, in such sequence as to assure the expeditious completion of this Agreement.

IV. Consideration: WNDD agrees to provide an amount not to exceed SEVEN THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$7,500.00) for approved activities.

V. Method of Payment: Payment of MAP funds by WNDD to COUNTY will be as set forth in Exhibit "B", attached hereto.

VI. Termination of Agreement for Cause: If COUNTY shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants or agreements herein, then WNDD shall notify COUNTY in writing, by certified mail, of such failure or violations. COUNTY shall be allowed thirty (30) days from receipt of said notification to respond and/or correct such failure or violations.

If, after thirty (30) days have elapsed, said failure or violations have not been corrected, or an agreement reached between the parties hereto, WNDD shall have the right to terminate this Agreement without penalty.

VII. Nondiscrimination: There shall be no discrimination against any employee who is employed in the work covered by this Agreement because of age, color, disability, national origin, race, religion, or sex. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. Interest of Members of WNDD and Others: No officer, member or employee of WNDD, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking of or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such officer, member or employee of WNDD, or any member of its governing body, or public official of the governing body of the locality, localities or tribe in which the project is being carried out, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. Interest of COUNTY: COUNTY covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of the services hereunder. COUNTY further covenants that in the performance of this Agreement no person having such interest shall be employed.

X. Legal Authority of COUNTY: COUNTY hereby assures and certifies that it possesses legal authority to apply for WNDD technical assistance funds; that a resolution, motion or similar action has been duly adopted or passed as an official act of COUNTY's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of COUNTY to act in connection with the application and to provide such additional information as may be required.

A. It will comply with all Federal nondiscrimination laws under any activity funded by WNDD under this Agreement.

B. It will comply with the provisions of the Hatch Act which limits the political activity of employees.

XI. Administrative Requirements: In addition to rules and procedures set forth in Exhibit "B", COUNTY further agrees that: it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties; and, it will grant WNDD or its authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.

XII. Records Retention: COUNTY agrees to maintain all records pertaining to this Agreement for a period of three (3) years after the expiration of this Agreement.

XIII. Agreement Revisions: WNDD may, from time to time, require changes in the scope of services to be performed herein. Such changes shall be mutually agreed to by and between WNDD and COUNTY, in writing, and shall be incorporated as written amendments to this Agreement.

WESTERN NEVADA
DEVELOPMENT DISTRICT

DOUGLAS COUNTY BOARD OF
COMMISSIONERS

By: Gwen Washburn
Gwen Washburn,
President

By: Jaigues Etcheberry

By: Mary Len Bentley
Mary Len Bentley,
Executive Director

Barbara J Reed by
Witness Sondie Condon, Chief Deputy Clerk

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**WESTERN NEVADA DEVELOPMENT DISTRICT
APPLICATION FOR MEMBERSHIP ASSISTANCE PROGRAM (MAP) FUNDS**

1. APPLICANT:

Douglas County, Nevada

P. O. Box 218 (name of Local/Tribal Government) 89423
Minden Nevada

Daniel C. Holler (mailing address)
 (contact person) 782-9821
(telephone #)

2. APPLICATION TYPE:

Individual Joint
 (Attach list of other applicants)

REC'D MAP 2 7 1998

3. BRIEF PROJECT DESCRIPTION:

Direct marketing campaign consisting of 1st Class mailing
of flyer and letters, phone calls and visits to prospective
firms in order to attract industry to Douglas County.

4. FUNDING SOURCES:

MAP Funds Requested \$ 10,300.00

Identify matching fund sources:

Funds on Hand \$ 10,300.00
\$ _____
\$ _____

Total Matching Funds: \$ 10,300.00

TOTAL PROJECT COSTS.....\$ 20,600.00

5. APPLICANT CERTIFICATION:

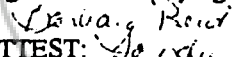
I hereby certify that this application has been duly authorized by the applicant's governing body; and, the information contained herein, to the best of my knowledge, is true and correct, including any commitment of local or other financial resources.

Date Signed: March 25, 1998



 (signature of certifying official)

Daniel C. Holler/County Manager
 (typed name/title)

ATTEST: 

 (signature)

Barbara J. Reed/Clerk-Treasurer
 by Sondra Condon, Chief Deputy Clerk
 (typed name/title)

SUBMIT AN ORIGINAL (unbound) AND TWO (2) COPIES TO:

Western Nevada Development District
 3208 Goni Road Suite 183
 Carson City, Nevada 89706-7125
 (702)883-7333

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ADMINISTRATIVE RULES AND PROCEDURES FOR WNDD MEMBERSHIP ASSISTANCE PROGRAM (MAP)
FUNDS

1. The maximum amount of funding provided under this Agreement is specified in Paragraph IV, "Consideration" of the Agreement between WNDD and the grantee - or 50% of the total Project costs, whichever is less.

In the event, the total project costs are less than the Total proposed, WNDD's participation will be limited to "NOT MORE THAN 50% OF THE TOTAL PROJECT COSTS."

Any cost overruns experienced must be paid by the grantee.

Upon completion of the project activities and submission to WNDD of verifiable costs, WNDD will reimburse the grantee as set forth above.

2. The Agreement between WNDD and the grantee must be fully Executed and work on the project begun NOT LATER THAN NOVEMBER 1, 1998. Projects not underway by November 1, 1998 will be subject to the withdrawal of WNDD funding.

3. The project funded under this agreement is expected to be Completed NOT LATER THAN JANUARY 1, 2000. If the grantee is Unable to complete the project by that date, a written Request for Extension may be submitted to WNDD NO LATER THAN JULY 1, 1999. If WNDD deems the Request for Extension appropriate, a written amendment to the original Agreement will be signed by both parties establishing a firm completion date.

4. Open and free competition for professional services is Required. WNDD Procurement Standards will serve as the Basis for all procurement, unless the grantee's Procurement Standards are more restrictive.

The grantee will provide copies of all Invitations to Bid, Requests for Proposals, etc. to WNDD for approval not less Than three (3) weeks prior to issuing such Invitations, RFP's, or in any way beginning the solicitation process.

5. It is specifically understood and agreed that the following activities are considered "INELIGIBLE" and activities for which no WNDD funding will be provided:
 - a. Any costs incurred or obligated prior to the date of the Grant Agreement;
 - b. Lobbying costs;
 - c. Administrative costs;
 - d. Activities prohibited by State or Federal law; and,
 - e. Activities not specifically identified in the grantee's application for MAP funds.

EXHIBIT "B"

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COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

'98 OCT 27 AIO :18

DATE: October 26, 1998
B. REED Clerk of the 4th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

LINDA SLATER
RECORDER

By W. D. Fuller Deputy

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