

Assessor's Parcel Number: N/A

Date: OCTOBER 20, 2014

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

**COMMUNITY DEVELOPMENT BLOCK GRANT  
TOWN AGREEMENT #2014.211**

(Title of Document)

FILED

NO. 2024.211

2014 OCT 20 AM 9: 25

**COMMUNITY DEVELOPMENT BLOCK GRANT TOWN AGREEMENT  
BETWEEN  
DOUGLAS COUNTY AND THE TOWN OF GARDNERVILLE**

TED THUAN  
CLERK

*[Signature]*  
DEPUTY

This Agreement is made and entered into this 14 day of October, 2014 by and between **DOUGLAS COUNTY**, a political subdivision of the State of Nevada, (herein called the "County") and **THE TOWN OF GARDNERVILLE**, an unincorporated town organized under the provisions of NRS 269.500-.652, (herein called "Town") for the **Eagle Gas Station Redevelopment Project** (herein called the "Project").

WHEREAS, the County has applied for and received an award for this Project under the Small Cities Community Development Block Grant (CDBG) Program from the Department of Housing and Urban Development on behalf of the Town;

WHEREAS, the Catalog of Federal Domestic Assistance Number is 14.228;

WHEREAS, the Small Cities CDBG Program is administered by the State of Nevada and the contract number for the Project is 14/PF/03;

WHEREAS, the County has signed the 2014-2015 Annual Participation Statement for the State of Nevada Community Development Block Grant Program in order to participate in the Program;

WHEREAS, the County wishes to provide the funds awarded for the Project to the Town to accomplish the objectives of the Project;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. SCOPE OF SERVICE

A. County's Responsibilities

The County, as the Grantee, is responsible for overseeing the administration of the Project, and assisting the Town to ensure CDBG funds are used in accordance with all program requirements contained in the 2014-2015 Annual Participation Statement. The County will provide such assistance and guidance to the Town as may be required to accomplish the objectives and conditions set forth in this Agreement.

The County is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Comply with the financial assurances and program assurances contained in the 2014-2015 Annual Participation Statement, as stated in the CDBG Notice of Grant Award;
- Provide a timely review of all draft documents, including noticing requirements, submitted by the Town;

- As the responsible entity, submit the final Environmental Assessment to the State of Nevada;
- Finalize and submit CDBG Draw Requests and CDBG Quarterly Reports to the State of Nevada; and
- Reimburse the Town for Project expenditures consistent with the approved Project budget.

#### B. Town's Responsibilities

The Town will serve as the Project Manager, ensuring the proper administration of the Project, and ensuring CDBG funds are used in accordance with all program requirements contained within the 2014-2015 Annual Participation Statement. The Town will periodically meet with the County to review the status of these tasks. The Town will obtain approval from the County and the State of Nevada for any proposed change to the project budget or the project elements.

#### Principal Tasks

- Administer the Project in accordance with all CDBG program requirements, ensuring the following elements are managed to the standards set by the program:
  - Bid Process and Contracts
  - Environmental Review
  - Financial Management
  - Labor Standards
  - Project Control and Monitoring;
- Complete Draft Environmental Assessment for the Project and submit to the County for review and approval;
- Prepare all draft public notices required for the Project and publish all required public notices following approval by the County;
- Submit Draft CDBG Quarterly Reports and CDBG Draw Requests to the County; and
- Submit Project Invoices to the County for Reimbursement.

#### 2. TIME OF PERFORMANCE

The Agreement shall become effective upon approval by the Community Development Director and will be in effect for the time period during which the Town expends CDBG funds to complete the Project, including a period of five years after the final audit of the County's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the County will request a longer period of record retention.

3. BUDGET

The County will pass through to the Town no more than **\$88,700** in CDBG funds for eligible incurred costs and expenses for the Project according to the following budget:

<b>Project Budget Element</b>	<b>Budgeted Amount</b>
REMOVAL OF THREE GASOLINE UST'S	\$23,500
DEMOLITION OF GASOLINE STATION CANOPY	\$15,200
DESIGN AND ENGINEERING SERVICES FOR SITE IMPROVEMENTS AND BUILDING RENOVATIONS	\$50,000

The County may require a more detailed budget breakdown, and the Town will provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to this Project Budget must be approved in writing by the County and is contingent on approval from the State of Nevada CDBG Program.

4. PAYMENT

The County will reimburse the Town in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section, for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this agreement will be based on paid claims, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

5. PERFORMANCE MONITORING

The County will oversee the performance of the Town by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, and overseeing compliance with CDBG requirements. Substandard performance as determined by the County will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Town within a reasonable period of time, but not to exceed 30 days, after being notified by the County, contract suspension or termination procedures will be initiated.

6. GENERAL CONDITIONS

A. General Compliance

The Town agrees to comply with:

- The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG); and
- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

B. CDBG National Objective

The Town certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

C. Extent of Relationship

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall remain a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

D. Indemnification

To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other 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 Party, its officers, employees or 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 herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

E. Workers' Compensation

The Town will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

F. Funding Source Recognition

The Town will ensure recognition of the roles of the State of Nevada and the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Town will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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 and approved by each Parties respective counsel.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the County may suspend or terminate this Agreement if the Town materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Town to fulfill in a timely and proper manner its obligations under this Agreement;
3. Improper use of funds provided under this Agreement; or
4. Submission by the Town to the County of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the County or the Town, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Town agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Town will administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Town certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Town will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

All such records and all other records pertinent to this agreement and work undertaken under this Agreement will be retained by the Town for a period of five years after final audit of the County's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the County will request a longer period of record retention.

3. Audits and Inspections

All Town records with respect to any matters covered by this Agreement will be made available to the County, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Town within 30 days after receipt by the Town. Failure of the Town to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Town hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Town audits and OMB Circular A-133.

C. Reporting

1. Program Income

The Town will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Town will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Town, at such times and in such forms as the County may require, will furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Town will transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Town's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between the State of Nevada and the County is closed. If the Town fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Town will pay the County an amount equal to the current fair market value of the improvements less any portion of the value attributable to expenditures of non-CDBG funds for improvements to, the property after the CDBG program's approval. Such payment will constitute program income to the County. The Town may retain real property improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Town for activities under this Agreement will be (a) transferred to the County for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the County.



8. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and the State of Nevada issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Town will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Town will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Town will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

2. Conflict of Interest

No member of the County's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Town will take appropriate steps to assure compliance.

The Town agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Town covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Town further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Town agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

10. PERFORMANCE WAIVER

The County's failure to act with respect to a breach by the Town does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Town for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the County and the Town with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the date and year written below.

DOUGLAS COUNTY

TOWN OF GARDNERVILLE

By: *Maria Thross*

By: *Thomas Dallaire*

Title: *Community Development Director*

Title: *Town of Gardnerville, Manager*

Date: *10-13-14*

Date: *10-14-14*

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

*20th* day of *Oct*, 20 *14*

By: *[Signature]* Deputy

