

NYE COUNTY AGENDA INFORMATION FORM

Action
 Presentation
 Presentation & Action

Department: Finance		Agenda Date: August 6, 2019	
Category: Consent Agenda Item			
Contact: Lauren Farmer	Phone: (775) 751-4281	Continued from meeting of:	
Return to: Lauren Farmer	Location: Pahrump	Phone:	
Action requested: (Include what, with whom, when, where, why, how much (\$) and terms Approval to accept the 2019 State of Nevada Community Development Block Grant (CDBG) award #19/PF/05 in the amount of \$411,950.00 for the Pahrump Fairgrounds Detention Basin Project, Phase II. Total match required is \$115,127.91 to be funded from Fund 25414 – Pahrump Room Tax Fairgrounds. This grant will be administered out of Fund 10340 Grants.			
Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures) Staff Recommends acceptance of the grant. The funds from this grant will be used to select a contractor that will begin the construction of the flood channels and detention basin, to further the progress of the multi-phased development of the Pahrump Fairgrounds.			
Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.			
Expenditure Impact by FY(s): (Provide detail on Financial Form)			
<input checked="" type="checkbox"/> No financial impact			

Routing & Approval (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date

Place on Agenda

ITEM # 19

ONE HUNDRED ONE NORTH CARSON STREET
CARSON CITY, NEVADA 89701
OFFICE: (775) 684-5670
FAX NO.: (775) 684-5683



555 EAST WASHINGTON AVENUE, SUITE 5100
LAS VEGAS, NEVADA 89101
OFFICE: (702) 486-2500
FAX NO.: (702) 486-2505

07-12-19P01:47 RCVD

Office of the Governor

July 5, 2019

The Honorable John Koenig
Chair, Nye County Commission
2100 E. Walt Williams Drive
Pahrump, NV 89048

Re: CDBG Program

Dear Chair Koenig:

I am pleased to award \$411,950 from the Nevada Community Development Block Grant (CDBG) Program to Nye County. For the 2019 grant year, Nevada's rural communities submitted 21 eligible applications requesting \$4,532,109 in funding from the CDBG program. The 2019 U.S. Department of Housing and Urban Development allocation was \$3,336,990. Therefore, not all projects were fully funded.

The funds awarded to Nye County are for the Pahrump Fairgrounds Detention Basin Project, Phase II.

Since 1982, CDBG funds have proven beneficial to communities throughout the state. Nevada's rural counties and small cities have been able to improve their quality of life by upgrading infrastructure, constructing facilities, and promoting economic development. Nye County's project continues the worthwhile utilization of CDBG funds.

I wish you success with this project, which I know will benefit the residents of Nye County.

Sincerely,



Governor Steve Sisolak
State of Nevada

July 8, 2019

Mr. Joe Koenig
Chair, Nye County Commission
2100 E. Walt Williams Drive
Pahrump, NV 89048

Re: Community Development Block Grant Award, 19/PF/05

Dear Chair Koenig:

We are pleased to award a \$411,950 grant from the Nevada Community Development Block Grant (CDBG) Program to the City of Caliente to assist with the Caliente Historic Depot Restoration project.

Enclosed please find: (1) the Grant Award agreement and (2) a sample Certification Letter. Please sign the original Grant Award agreement and a Certification Letter. The letter must be printed on the City of Fernley's stationery. Submit the originals to the CDBG office and retain copies for your grant file.

Please ensure that your grant administrator is familiar with the contents of the grant agreement. This document provides important, but frequently overlooked, requirements of the grant.

The environmental review (ER) requirements need to be met for this 2019-2020 project. All prescribed ER documentation is due September 30, 2019 and must be approved by CDBG staff prior to issuance of the Notice to Proceed and implementation of the project.

Further, please note the following grant conditions:

- 1) Grant funds cannot be spent or otherwise obligated by the grantee until the CDBG Program Administrator issues a Notice to Proceed.
- 2) Any expenses incurred prior to the issuance of the Notice to Proceed may be ineligible for payment from grant funds, unless approved in advance by the CDBG Program Administrator.
- 3) The first draw down of funds must be made within nine months from the date of the grant award (March 31st). Spending grant monies expeditiously is important to CDBG and HUD. Early start-up and timely completion of the project are important and relevant to future grant allocations. As a rule, the funds are only available within the specified grant period unless an extension is requested and received. Approval of an extension depends on the nature of the project delays

Chair Joe Koenig

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July 8, 2019

- 4) Please ensure the requirements for Non-Discrimination/Equal Opportunity are met.
- 5) The Minority Business Enterprise Report, the Grantee's Notification of Contracts and Subcontracts Awarded, the Project Benefits Report, Final Financial documents, and Job Creation information are critical components of HUD's reporting requirements and necessary for grant closure. Please ensure that these forms are completed, where appropriate, and submitted to CDBG within 30 days of the completion of the project.

We look forward to working closely with you towards the successful and timely completion of your project. The Rural Community & Economic Development staff members are available for assistance should any problems arise. Feel free to contact them at (775) 687-9900.

Sincerely,



Patricia Herzog

Director

GOED: Rural Community & Economic Development

Cc: Lauren Farmer, Grants and Contracts Manager, Nye County
Bonnie Long, Director of Administration, GOED Business Office

Encl: Grant Agreement
Sample Certification Letter

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

GRANT AGREEMENT

**Nevada Governor's Office of Economic Development (GOED)
 Rural Community and Economic Development Division
 808 West Nye Lane, Carson City, Nevada 89703**

1. PARTIES: This agreement is between the Nevada Governor's Office of Economic Development
Community Development Block Grant Program (CDBG): CFDA# 14.228

CDBG Grant #: 18/PF/05 Eligible Activity: 105(a)(2) National Objective: LMI- Area Benefit
 (Program)

Referred to as STATE, and the following GRANTEE:

Nye County

Name

2101 E Calvada Blvd. Suite 200
 Address

Pahrump
 City

NV
 State

89048
 Zip Code

886000111
 UGLG EIN Number

3SSR3
 CCR (CAGE) Number

Pahrump Fairgrounds
 Project Address

Pahrump
 City

NV
 State

89060
 Zip Code

Lauren Farmer, Grant Administrator
 Contact Person (Name, Title)

775-751-6394
 Phone #

775-751-7093
 FAX #

lfarmer@co.nye.nv.us
 Contact Person's Email

2. GENERAL PURPOSE OF AGREEMENT:

The purpose of this project is to select a contractor that will begin the construction of the flood channels and detention basins.

3. AGREEMENT PERIOD: Commencing on July 1, 2019 and terminating on 12/31/2020.

4. AGREEMENT COSTS: GRANTEE will be paid a maximum of \$411,950, pursuant to the budget attached hereto as Attachment E.

Funds by Year:

Year:	2019	\$ 411,950
Year:	Choose an item.	\$ Click here to enter text

5. ATTACHMENTS:

- ATTACHMENT A – GENERAL PROVISIONS
- ATTACHMENT B – PROGRAM TERMS AND CONDITIONS
- ATTACHMENT C – SCOPE OF WORK
- ATTACHMENT D – IMPLEMENTATION SCHEDULE
- ATTACHMENT E – BUDGET
- ATTACHMENT F – FEDERAL ASSURANCES/CERTIFICATIONS

EXECUTION

IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:

1. This award is subject to the availability of appropriate funds.
2. Recipient of these funds agrees to the conditions of this Grant Agreement, including all Attachments which are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties sign and cause this Grant Agreement to be effective as of the date indicated below.

GRANTEE

STATE

APPROVED: Nye County

APPROVED: GOED, RURAL COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION

By: _____
Signature of Elected Official

By:  _____
Patricia Herzog, Deputy Director

John Koenig _____
Printed Name

Rural Community & Economic Development
NV Governor's Office of Economic Development
808 W. Nye Lane, Carson City, NV 89703
pherzog@diversifynevada.com
(775) 687-9911

Chair _____
Title

Execution Date: 7/1/2019

ATTACHMENT A - GENERAL PROVISIONS

1. **AUTHORITY:** Provisions of this Agreement are pursuant to the authority set forth in the Nevada Revised Statutes chapters 231 and 332, and related statutes which permit the STATE to contract with service providers for certain specified services.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this agreement shall be governed by the laws of the State of Nevada. The parties shall submit to the jurisdiction of the courts of the State of Nevada for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Carson City, in the First Judicial District Court.
3. **LAWS AND REGULATIONS:** The GRANTEE and any and all supplies, services, equipment, and construction proposed and furnished under this Agreement will comply fully with all applicable Federal and State laws and regulations.
4. **PROJECT DESIGN AND COMPLETION:** The GRANTEE will use the grant under this Agreement for the project as detailed in the Grant Application, including any written modifications resulting from the review of the Application by the STATE. The GRANTEE shall complete the project described in Attachment D - Scope of Work within the contract period shown on page 1 of this Agreement.
5. **RECORDS ADMINISTRATION:** The GRANTEE shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the GRANTEE pursuant to this Agreement. These records shall be retained by the GRANTEE for five years after the project has been monitored and closed. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** GRANTEE represents that none of its officers or employees are officers or employees of the State of Nevada, unless disclosure has been made and approval received, in writing, from the STATE.

GRANTEE confirms that no officer, employee or agent of the GRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award. GRANTEE'S officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

No portion of the grant funds under this Agreement will be used for any partisan political activity, to further the election or defeat of any candidate for public office, or influence the approval or defeat of any ballot issue.

7. **INDEPENDENT CONTRACTOR:** The GRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the GRANTEE by the STATE. The GRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the STATE for services under this Agreement. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the GRANTEE.
8. **INDEMNITY CLAUSE:** The GRANTEE agrees to indemnify, save harmless, and release the STATE of Nevada, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the GRANTEE'S officers, agents, volunteers, or employees, but not for claims arising from the STATE'S sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The GRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
10. **SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
11. **DEBARMENT:** The GRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the GRANTEE cannot certify this statement, attach a written explanation for review by the STATE. The GRANTEE must notify the State Director of Rural Community and Economic Development within 30 days if debarred by any governmental entity during the Agreement period.
12. **TERMINATION:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The GRANTEE acknowledges that the STATE cannot contract for the payment of CDBG funds not provided by the federal government. If funding to the STATE is not provided as initially expected, the STATE may terminate this Agreement or proportionately reduce the services and the amount due from the STATE upon 30 days written notice. In the case that funds are not available or are reduced, the STATE will not be liable for any future commitments, penalties, or liquidated damages.
14. **WARRANTY:** The GRANTEE warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the STATE determines does not conform with the warranty, the STATE may arrange to have the services redone as needed, either by the GRANTEE or by a third party at the STATE'S option, at the GRANTEE'S expense.
15. **PAYMENT:** The GRANTEE must begin to draw funds within nine (9) months of the start of this Agreement. Extensions beyond the 9 month deadline will be made at the discretion of the STATE staff. The proportion of CDBG funds paid and applied to a specific activity will not exceed the proportion specified in the final budget as outlined in the approved Grant Application or Application modifications. The approved Application budget or modified budget is binding upon the GRANTEE. Should a budget revision be required after signing this Agreement, the request for revision must be submitted to the appropriate STATE staff for review and approval. Payments to the GRANTEE will normally be made within 30 days following the date completed Draw Requests and supporting documents are delivered to the STATE.
16. **PATENTS, COPYRIGHTS, ETC:** The GRANTEE will release, indemnify and hold the STATE, its officers, agents and employees harmless from liability of any kind or nature, including the GRANTEE'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Agreement.
17. **ASSIGNMENT/SUBCONTRACT:** The GRANTEE will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the STATE.
18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Attachment D - Scope of Work must be de-obligated and returned to the STATE.
19. **INELIGIBLE EXPENSES:** GRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the STATE by the GRANTEE. The GRANTEE further agrees that the STATE shall have the right to withhold any or all subsequent payments under this Agreement to the GRANTEE until the recoupment of overpayments is made.
20. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the STATE, GRANTEE agrees that this Agreement and related documents will be public documents, and may be available for distribution. GRANTEE gives the STATE express permission to make copies of the Agreement and related documents.
21. **PROCUREMENT STANDARDS AND ETHICS:** The GRANTEE will adopt procurement standards and code of conduct in keeping with the State of Nevada and Federal procurement standards and rules.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare GRANTEE in default of the Agreement: (1) Nonperformance of contractual requirements; or, (2) A material breach of any term or condition of this Agreement. The STATE will issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages. If the default remains, after GRANTEE has been provided the opportunity to cure, the STATE may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Agreement and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Agreement; (4) Suspend GRANTEE from applying for and receiving future grants.
23. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
24. **CONFLICT OF TERMS:** All Terms and Conditions that apply must be in writing and attached to the Agreement. No other Terms and Conditions will apply to this Agreement. In the event of any conflict in the Agreement Terms and Conditions, the order of precedence shall be: (1) Attachment A: General Provisions; (2) Agreement Signature Page(s); (3) Attachment B: Program Terms and Conditions; (4) Attachment E: Federal Assurances/Certifications.
25. **ENTIRE AGREEMENT:** This Agreement, including Attachments A through E, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
26. **AMENDMENT:** This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the GRANTEE, not specifically authorized by this Agreement will be allowed by the STATE. *Automatic renewals will not apply to this Agreement.*
27. **ACCOUNTING REPORTS:** The governing board of the GRANTEE is responsible to ensure that GRANTEE complies with all accounting reporting requirements in Federal Law and the Nevada Revised Statutes.

28. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSIONS: The assistance provided under this Agreement will not be used for payment of any bonus or commission for the purpose of obtaining STATE approval of the Grant Application for such assistance, or STATE approval of applications for additional assistance. However, reasonable fees for consultant, managerial, or other services are eligible as project costs.

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ATTACHMENT B - PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The STATE will monitor GRANTEE'S performance in providing services and facilities in accordance with the purposes of this Agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this Agreement and the degree to which GRANTEE meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time, and as outlined in the CDBG Grant Administration Manual and other program training materials.
2. **CRITERIA DOCUMENTATION:** During the term of this Agreement, the GRANTEE agrees to supply any information to the STATE which the STATE may require. Specifically, the GRANTEE agrees to collect and analyze data pertaining to the manner in which work performed under this Agreement has (or will have) met one or more of the following criteria/ HUD National Objectives:
 - benefit low and moderate income families;
 - aid in the prevention or elimination of slums or blight; and/or
 - meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and where other financial resources are not available to meet such needs.

Failure by the GRANTEE to fulfill at least one of the HUD National Objectives may result in grant funds being returned to the STATE.

3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The GRANTEE, prior to the commencement of expenditures authorized by this Agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been committed to the GRANTEE for the purpose of performing services and/or constructing facilities as described herein. The GRANTEE further agrees that all of the work described in Attachments C and D will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following state and federal requirements apply to the financial management function for local CDBG programs: 24 CFR Part 85 – Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB – Uniform Guidance, 2 CFR 200, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other agreements. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. However, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Governor's Office of Economic Development, or other State of Nevada agency. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Governor's Office of Economic Development no later than nine (9) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The GRANTEE agrees to perform those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, GRANTEE further agrees to submit quarterly performance reports to the STATE, and other reports as specified by the STATE in formats designed by the STATE with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES, GENERATION AND DISPOSITION OF PROGRAM INCOME:** GRANTEE will not impose any fees for services rendered in connection with this Agreement.

Program income generally means gross income received by the GRANTEE, or a sub-grantee of the GRANTEE, that is directly generated from the use of CDBG funds. Disposition of real or nonexpendable personal property acquired with CDBG funds must be handled in accordance with OMB Uniform Guidance. Notwithstanding any other provision of law, GRANTEE may at the STATE'S option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by GRANTEE, and (2) GRANTEE can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived, and (3) STATE gives explicit permission to retain such and authorizes its distinct usage.

Real property purchased with CDBG funds will be used to meet one of the HUD National Objectives for a minimum of five (5) years after grant close out. If the property is disposed of in less than 5 years, the STATE will be reimbursed in the amount of the current market value less any value of the property attributable to non-CDBG funds. If a change in use occurs within 5 years of close out, the STATE will need to review the change in use and determine appropriate measures to be taken.

8. **PAYMENT WITHHOLDING:** The GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the STATE, GRANTEE'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold

part or all of the payments under this Agreement until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the GRANTEE in writing immediately upon denial of payment of the reasons for the denial and of the actions that the GRANTEE will need to take to bring about the release of withheld payments.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the GRANTEE are noted, the STATE reserves the right to refuse the GRANTEE'S request for final fund draw-down until satisfactory evidence of compliance has been submitted.

9. **PROJECT DURATION:** GRANTEES should take note of the opening page of this Agreement which stipulates the duration of the Agreement. GRANTEES should make every effort possible to complete the project within the allotted time. If funds remain unspent at the end of the project period, but are needed to complete the project, GRANTEES should request an extension of the Agreement termination date in order to allow adequate time for completion of the project and submission of the final Draw Request and supporting information.

The STATE will closely monitor each GRANTEE'S progress according to programmatic and jointly-established deadlines and expectations. If a GRANTEE fails to meet these deadlines and/or expectations, the STATE may declare the GRANTEE in default of this Agreement in accordance with the provisions of paragraph 22 of Attachment A.

10. **RENEWAL:** GRANTEE agrees that the STATE shall unilaterally have the right to determine the basis upon which this Agreement may be renewed, and shall have the right to not renew this Agreement with or without cause.
11. **CHANGES IN PROJECT BUDGET AND DESIGN:** The GRANTEE agrees to notify the STATE and receive STATE'S written approval, as an Amendment to this Agreement, prior to implementing any change in program budget and design (as specified in Attachments C and D). Approval for such changes may be made directly by the STATE or involve action by the CDBG Advisory Committee.

GRANTEE agrees to return (de-obligate) any funds that are unused by the project per Attachment D at the time of project completion.

12. **MULTI-YEAR FUNDING:** GRANTEE understands and agrees that the STATE will not be held liable for funding successive phases of a particular project, and understands and agrees that CDBG funds are always given for one phase only at any given time.
13. **RELATED PARTIES:** The GRANTEE shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for Agreement expenses without the prior written consent of STATE. Disbursements by the GRANTEE to related parties made without such prior approval may be disallowed and may result in an overpayment assessment.
14. **LABOR STANDARDS COMPLIANCE:** The GRANTEE agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by the GRANTEE'S contractors on construction work assisted under this Agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor; (2) the Copeland "Anti-Kickback" Act requiring weekly payment of employees and weekly submission of payroll records by the GRANTEE'S contractors to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers receive "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week, or overtime after more than 8 hours per day if mandated by the laws of the State of Nevada, and other Federal and State statutory provisions as enacted and codified, for the purpose of complying with labor standards compliance.
15. **SECTION 3 COMPLIANCE:** The GRANTEE agrees to abide by the provisions of Section 3 of the Housing and Urban Development Act of 1968, if the minimum threshold is met, to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons (24 CFR Part 135).
16. **ENVIRONMENTAL REVIEW COMPLIANCE:** The GRANTEE agrees to abide by provisions of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.
17. **LEAD BASED PAINT:** The GRANTEE agrees to abide by provisions of 24 CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures, and the Residential Lead-Based Paint Hazard Reduction Act of 1992 as amended through 2005. GRANTEE also agrees to abide by the provisions of 40 CFR Part 745.65 – Lead-based Paint Hazards and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.

18. **PAYMENTS UNDER THIS AGREEMENT** are conditioned upon the GRANTEE'S:

- a) Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG Administration Manual);

- b) Submission of acceptable documentation confirming procurement and labor compliance procedures have been followed;
 - c) Submission of Draw Requests that are complete and supported by appropriate invoices, payment information, etc.; and
 - d) Submission of all the necessary and prescribed project closing information.
19. **CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to GRANTEE or any sub-contracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The STATE may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
20. **SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The provisions of this Agreement will be made binding on a sub-grantee or contractor of the GRANTEE. The GRANTEE is responsible for managing the operations of any subcontracted activities. The GRANTEE must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this Agreement, as well as with applicable Federal and State requirements and performance objectives.

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ATTACHMENT C – SCOPE OF WORK

Final Scope of Work/Project Description as agreed by the CDBG Advisory Committee. The Scope of Work should describe in quantifiable terms the proposed project, including established deadlines and expectations which will be used for the Environmental Review and for monitoring project progress.

Task/Milestone 1: Completion of Environmental Assessment (Funding: Nye County)

Nye County will contract with an environmental consulting firm to complete the Environmental Assessment (EA) for the Fairgrounds Drainage Channels and Detention Basin project. This task will be initiated upon award notification.

Deliverable: EA

Task/Milestone 2: Coordination Meeting (Funding: Nye County)

Upon authorization to proceed, Nye County Public Works and Nye County Administration will hold a coordination meeting to assign a Nye County Public Works Project Manager, develop the scope of work for the project, review and incorporate mitigation recommendations from the EA into the scope of work, and initiate procurement documents for the equipment supplier and construction contractor. Wage determinations will be requested from CDBG for the procurement documents.

Deliverables: Meeting Agenda, Summary Coordination Meeting Notes, Draft Scope of Work

Task/Milestone 3: Publication of Bid Documents (Funding: Nye County)

Nye County Public Works will complete the draft procurement documents and submit them to CDBG and the District Attorney's Office for review and approval. After the County District Attorney's office and CDBG approve the bid documents, they will be released for publication to solicit competitive bids for the equipment supplier and construction contractor.

Deliverables: Final Procurement Documents, Public Notices

Task/Milestone 4: Procurement of a Construction Contractor (Funding: CDBG and Nye County) Upon selection of a construction contractor, Nye County will obligate funding from the CDBG award to authorize the construction contractor to begin the Flood Channels and Detention Basin project as outlined in the contract..

Deliverables: Contract Documents

Task/Milestone 5: Completion of Project Implementation (Funding: Nye County)

As each element of this milestone is completed, documentation of completion and payment upon completion of the applicable element will be incorporated into quarterly summary reports to CDBG. The Nye County Public Works-assigned Project Manager will perform oversight of all construction activities.

Deliverables: Completion of Flood Channels and Detention Basin Project

Task/Milestone 6: Project Closeout (Funding: Nye County)

Once Project Implementation activities are complete, a Nye County Building Inspector will perform the final inspection of the facility prior to releasing final payment to the contractor. The Nye County Grants Manager will complete grant close-out documentation in coordination with the Nye County Public Works Project Manager.

Deliverables: Final Site Inspection Report and Grant Close-out Documents

ATTACHMENT D – IMPLEMENTATION SCHEDULE

TASK	Est. Timeline July 1- June 30 th or December 31 st
PROJECT START UP:	
Environmental	July – September 2019
Coordination Meeting	July 2019
Publication of Bid Documents	July- September 2019
PROCUREMENT OF PROFESSIONAL ASSISTANCE (including professional engineers, architects, community development consultants, etc.)	
Publication of Bid Documents	October – December 2019
Procurement of a Construction Contractor	October – December 2019
PROJECT IMPLEMENTATION:	
Completion of Project Implementation	January – March 2020
PROJECT CLOSEOUT:	
Project Close out	December 2020

ATTACHMENT E – BUDGET

Final budget as agreed by the CDBG Advisory Committee in the format used in the CDBG Application Form.

Cost Category	CDBG	Local		State	Other Federal	Other	Totals
		Cash	In-Kind				
Construction	\$ 411,950.00	\$ 82,390.00	\$ 6,328.31				\$ 500,668.31
Environmental Assessment		\$ 20,000.00					\$ 20,000.00
Coordination Meeting			\$ 2,781.85				\$ 2,781.85
Publication of Bid Documents			\$ 1,248.11				\$ 1,248.11
Procurement of Construction Contractor			\$ 1,129.18				\$ 1,129.18
Project Closeout			\$ 1,250.46				\$ 1,250.46
Total Costs	\$ 411,950.00	\$ 102,390.00	\$ 12,737.91	\$ -	\$ -	\$ -	\$ 527,077.91

DRAFT

ATTACHMENT F – FEDERAL ASSURANCES/CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619), and implementing regulations and that the GRANTEE will affirmatively further fair housing choice.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that I will comply with the STATE Citizen Participation Plan as adopted by GOED: Rural Community and Development/CDBG Division. I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a) (2). Specific information regarding the CDBG GRANTEE requirement (publications, notices) can be found in the GRANTEE'S application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG GRANTEE I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG GRANTEE I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with the Armstrong/Walker "Excessive Force" Amendment Section 519 of the Department of Veteran Affairs Public Law 101-144 and Housing & Urban Development & Independent Agencies Appropriations Act of 1990. I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title

31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

8. SECTION 3

I certify that the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

9. STATEMENT OF ASSURANCES

I certify that, in addition to laws, regulations, and Executive Orders noted in this document, the jurisdiction will comply with the following Federal and State regulations:

Federal:

1. Title I of the Housing & Community Development Act of 1974 as amended
2. Federal Fair Labor Standards Act
3. Title VI of the Civil Rights Act of 1964 - Nondiscrimination
4. Title VIII of the Civil Rights Act of 1968 - Nondiscrimination in Housing
5. Age Discrimination Act of 1975
6. Executive Order 12259 - Leadership & Coordination of Fair Housing
7. Section 109, Housing & Community Development Act of 1974 - Nondiscrimination
8. Section 504 of Rehabilitation Act of 1973, as amended
9. Executive Order 11063 - Equal Opportunity in Housing
10. Executive Order 11246 - Nondiscrimination
11. Hatch Act
12. Treasury Circular 1075 regarding drawdown of CDBG funds
13. Single Audit Act of 1984, which has legal precedence over the Uniform Guidance.
14. Section 109 of Public Law 100-202, which restricts awarding contracts for work on public buildings or public works to contractors or subcontractors from foreign countries that deny fair trade practices.

State:

1. NRS 338.010 - 338.130 - Public Works Projects
2. NRS 613.330 - Equal Employment Opportunity.
3. NRS 118.100 - Equal Housing Opportunity.
4. NRS 332.005 - 332.225 - Local Government Purchasing Act.

10. CHANGE OF USE

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract by the STATE.

I certify that I have read, am aware of and will comply with all of the forgoing Certification requirements.

By: _____
Signature of Elected Official

John Koenig
Printed Name of Elected Official

Chair
Title

Date

Nye County Comptroller
Accounting – Contracts – Finance
Grants – Purchasing

Pahrump Office:
2101 E. Calvada Blvd., #200
Pahrump, NV 89048

Tonopah Office:
PO Box 3999 | 101 Radar Road
Tonopah, NV 89049



CDBG
CERTIFICATION LETTER

Grantee: Nye County

Grant Number(s) 19/PF/05

AUTHORIZED SIGNATURES

Signature of Grant Administrator

Signature of Authorized Official

Signature of Authorized Official

This is to certify that the above are the signatures of

Lauren Farmer, Grants Administrator

Danielle McKee, Purchasing and Contracts Administrator

Savannah Rucker, Comptroller

and that they are authorized to sign the Financial Status Report and Request for Funds.

Signature of County Manager

Title

Date