

INTERLOCAL AGREEMENT

THIS AGREEMENT is made between the City of Reno (hereinafter “Reno”) and the City of Sparks (hereinafter “Sparks”).

WITNESSETH:

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, including but not limited to providing services for the promotion and protection of the health, safety, life, and welfare of the inhabitants of the region;

WHEREAS, the City of Sparks has Community Development Block Grant (CFDA 14.218) funds that will provide for addressing the needs of the homeless, homelessness prevention or otherwise meet community needs in the Truckee Meadows; and

WHEREAS, as the recipients of grant funds under the federal Community Development Block Grant (CDBG) program, Reno and Sparks are undertaking certain activities, programs, and services necessary for the planning, implementation, or execution of the Consolidated Plan to address homelessness and homelessness prevention needs; and

WHEREAS, the activities to be reimbursed under this Agreement have been designated by the City of Sparks as consistent with the City’s Consolidated Plan and Annual Action Plan objectives for the development of housing, community and economic needs to produce a viable community in the Truckee Meadows. The activities funded with CDBG funds must also comply with one of the three national objectives of providing benefits to low-income and moderate-income families, aiding in the prevention or elimination of slums or blight, and meeting other community development needs which have a particular urgency; and

WHEREAS, the City of Sparks desires to pass through to the City of Reno CDBG funds in the amount of \$188,000.00 for the costs of improvements at the Reno Community Assistance Center, located at 335 Record Street, Reno, Nevada; and

WHEREAS, the City of Reno’s legal status is as a recognized municipal corporation existing under and by virtue of the laws of the State of Nevada and CDBG regulations; and

WHEREAS, in consideration of receipt of this funding, the City of Reno agrees to abide by the terms and conditions of this Agreement and all applicable federal requirements for the use of and expenditure of CDBG funds.

NOW, THEREFORE, the parties agree as follows:

1. NOTICES

Communications and details concerning this Agreement shall be directed to the following Agreement representatives:

CITY OF SPARKS

George Graham
Housing Specialist
431 Prater Way
Sparks, Nevada 89431
Phone: (775) 353-7895
Email: ggraham@cityofsparks.us

CITY OF RENO

Stephani Kane
Housing & Neighborhood Development
P.O. Box 1900
Reno, NV 89505
Phone: (775) 334-2218
Email: kanes@reno.gov

2. TERM

This Agreement is to commence on February 1, 2013. All costs related to construction at the Community Assistance Center to be reimbursed hereunder shall be completed by September 1, 2013.

3. COMPENSATION

With compliance to the requirements in this Agreement, the City of Reno shall be paid the dollar amounts outlined as follows:

Program: Facilities rehabilitation costs related to the Reno Community Assistance Center, located on Record Street, Reno, Nevada including: removal and replacement of existing perimeter fencing and gate(s); installation of metal mesh on existing and new fencing and gates; and, installation of magnetic card reader at gate(s), new security lighting, new security cameras, and freeze/thaw resistant drinking fountain.

Contract Services:	\$188,000
TOTAL COST AMOUNT:	\$188,000

Forms of financial backup Reno will provide copies of invoices as submitted by the contractor(s) to the City of Reno.

4. METHOD OF PAYMENT

Reimbursement of Expenses: Reimbursement will be paid after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement and OMB Circular A-87.

5. GENERAL TERMS AND CONDITIONS

a. **Required Project Record Keeping and Bookkeeping.** The City of Reno agrees to provide for bookkeeping and record keeping using approved bookkeeping and record keeping systems and to retain program records for five years from the time of completion of this Agreement. The bookkeeping and records shall be open and available for inspection and audit at any time by the City of Sparks in accordance with OMB Circular A-102. In addition, and pursuant to 29CFR Parts 3, 5, 6 and 8, this project is subject to the requirements of the Davis-Bacon Act and the prevailing wage requirements therein. The City of Reno will act as the Labor Compliance Officer on behalf of the City of Sparks in conducting field

interviews, review of contractor certified payroll and all documentation, reporting and enforcement of said requirements as outlined in the annotated regulation.

- b. **Personal Property.** No personal property, equipment, or supplies shall be purchased by Reno with funds obtained pursuant to this Agreement.
- c. **Budget Changes.** The City of Reno shall only make changes in the approved and executed budget as outlined above in accordance with OMB Circular A-102 and with prior approval of the City of Sparks.
- d. **Lobbying.** The City of Reno agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- e. **Reversion of Assets.** Pursuant to 24CFR570.503(b)(7), where CDBG funds are distributed, upon expiration of this Agreement, the City of Reno shall transfer to the City of Sparks any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. In addition, the CDBG national objective requirements and use of real property requirements as further outlined in 24CFR570.503(b)(7)(i) and (ii) and 24CFR570.505 are incorporated into this agreement.
- f. **Legal Actions Against the City of Reno.** If any legal action is filed against the City of Reno in relation to the project reimbursed under this Agreement, Reno shall immediately notify City of Sparks staff.
- g. **Indemnification Agreement.** Subject to the limitations of applicable law and without waiving its statutory protections, the City of Reno shall indemnify, defend and hold harmless the City of Sparks, its officers, officials, employees, agents and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, causes of action, attorneys' fees, or expenses of any kind or nature that arise out of, or are in any way related to, in whole or in part, the negligence or misconduct, or acts or omissions, of Reno, its officers, officials, employees, volunteers, agents, contractors and anyone else under the direction or supervision of the City of Reno while performing or failing to perform the City of Reno's duties under this Agreement.

In the event of a lawsuit against the City of Sparks arising out of the activities of the City of Reno, should Reno be unable to defend the City of Sparks, due to the nature of the allegations involved, if at the lawsuit's conclusion, it is determined that the basis for the action was the negligent acts, errors or omissions of the City of Reno, then Reno must reimburse the City of Sparks, their officers, officials, employees, agents and volunteers, for their reasonable costs of defending such action.

The indemnity obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties and the parties' legal representatives, heirs, successors and assigns.

- h. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Agreement nor any part thereof may be assigned by the City of Reno, and that in the event that Reno does so assign, the City of Sparks staff may, at their option, terminate this Agreement and be relieved of further obligation to the City of Reno.
- i. **Federal Procurement Eligibility.** The City of Reno certifies that as a non-federal entity, Reno and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.
- j. **Grounds for Reduction of Compensation or Termination of the Agreement.** The City of Sparks staff reserves the right to terminate this Agreement or to reduce the compensation amount upon written notification to the City of Reno that any one or more of the following has occurred:
- (1) Failure of the City of Reno to meet any standards specified in this Agreement;
 - (2) Expenditures under this Agreement for ineligible activities, services, or items;
 - (3) Failure of the City of Reno to comply with the State or Federal Accounting Laws;
 - (4) City of Reno employees, officers or its designees or agents 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;
 - (5) Notification by the Department of Housing and Urban Development (HUD) to the City of Sparks staff that said programs are ineligible because of services provided, location of services provided, or that the programs funded with the Community Development Block Grant Funds are not deemed to be related to the Consolidated Plan;
 - (6) Where applicable, written notification from HUD or the State of Nevada to the City of Sparks' staff that the program funds made available to the City of Sparks are being curtailed, withdrawn, or otherwise restricted;
- k. **Funding.** Funding under this agreement is to be used only for eligible and approved activities.

- l. **Integration.** This Agreement, including the Recitals and the requirements as stated in OMB Circular A-87 and A-102, all of which are incorporated by reference as a part of this Agreement, constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- m. **Amendment; Waiver.** This Agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Agreement shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Agreement.
- n. **Drafting Presumption.** The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City of Sparks as the drafter of this Agreement.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Agreement shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. **OTHER PROVISIONS**

During the performance of this Agreement and pursuant to CDBG regulations, the City of Reno must follow:

a. **Equal Employment Opportunity.**

The City of Reno will not discriminate against any employee or applicant for employment or individual receiving the benefit of the City of Reno's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The City of Reno will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

City of Reno agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.

- b. **Business and Employment Opportunities for Lower Income/Minority Residents.** To the greatest extent feasible, the City of Reno will provide opportunities for training and employment to lower income/minority residents of the program 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. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When the City of Reno utilizes the bidding procedure to obtain a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, regulations. If Reno solicits or requests invitation for bids, every effort feasible will be made to contact minority organizations for a response to the solicitations or invitations for bidders.
- c. **Nondiscrimination in Federally Assisted Programs.** The City of Reno will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.
- d. **Hatch Act.** Neither the City of Reno program nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- f. **Drug-Free Workplace Requirements.** The City of Reno agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The City of Reno has executed and submitted this certification to HUD.
- g. **Influence/Lobbying Requirements.** The City of Reno agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying Requirements. The City of Reno has executed and submitted this certification to HUD.
- h. **Conflict of Interest.**

The City of Reno shall prohibit any conflicts of interest as defined in Section 24 CFR 570.611. This section covers employees, agents, consultants, officers or elected or appointed officials of the City of Reno and relates to procurement of supplies, equipment and services, as well as acquisition or disposition of property.

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned persons hereby warrant and represent that said persons have authority to enter into this Agreement on behalf of the parties and to bind the same to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement for dates set forth herein.

CITY OF RENO

By: _____
Robert A. Cashell, Sr., Mayor

By: _____
City Clerk

APPROVED AS TO FORM ONLY:

By: _____
Deputy City Attorney

CITY OF SPARKS

By: _____
Geno R. Martini, Mayor

By: _____
City Clerk

APPROVED AS TO FORM ONLY:

By: _____
City Attorney