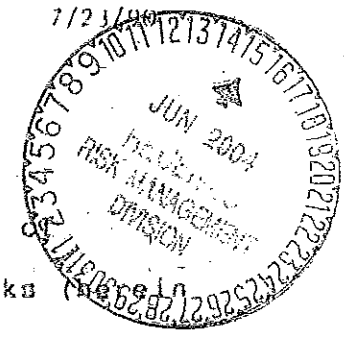


A-1739  
A.I. 6.5  
7/23/90



INTERLOCAL GOVERNMENTAL AGREEMENT  
SPARKS SENIOR CITIZENS CENTER

This Agreement entered into this 23rd day of July, 1990; by and between the City of Sparks (herein referred to as "Sparks") and the County of Washoe (herein referred to as "County").

W I T N E S S E T H:

WHEREAS, Sparks received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974 to implement a Community Development Program; and

WHEREAS, pursuant to NRS Chapter 277, local governmental entities are empowered to enter into agreements for the providing of facilities and services; and

WHEREAS, Sparks has money available for construction of a Senior Citizens facility and County has the funds, personnel and experience needed to operate the facility; and

WHEREAS, it would be in the best interests of Sparks and County and their residents to enter into an agreement for the construction and operation of a facility for use by their Senior Citizens.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Facility

Sparks will construct, at its sole expense, a building of approximately 5,000 square feet on East Richards Way across the street from its Leisure Services Building at 98 East Richards

Way. Sparks will hold title to the building.

2. Term

This agreement shall be effective for 99 years unless terminated as herein provided.

Sparks will complete construction on or before July 1, 1991. County will begin operation on July 1, 1991 and may, at its option, begin operations at a sooner date if the facility is completed prior to that date.

3. Improvements

County will provide equipment and fixtures necessary for furnishing the building to meet the needs of its programs. County will hold title to any equipment or fixtures acquired with money furnished by the County or with donations or grants to the County.

Neither County nor Sparks will purchase or use or allow any contractors to use any lead based paint on the facility.

4. Operational Responsibilities

County, through its Senior Citizens Center Department, (herein sometimes referred to as "Department") will have total control and responsibility for operation of the building. Sparks will provide all necessary exterior janitorial services and maintenance of the exterior of the building. Sparks will have control and responsibility for the parking lot and any other area outside the building, subject to the requirement that persons using the building for activities sponsored or provided by the Department will have a right to use the parking lot. Provided, however, that County will be responsible for snow removal.

5. Use of Facility

The building will be used primarily by the Department as a facility for providing services to the Senior Citizens of Washoe County. However, the Director of the Department may occasionally allow use of the building by persons or groups not associated or oriented with senior citizens.

Provided, however, Sparks may use the building for events sponsored by the City of Sparks if other Sparks facilities are inadequate and such use does not interfere with programs scheduled by the Director of the Senior Citizens Center Department.

Sparks will also allow the use of adjacent buildings for Center sponsored activities requiring additional space, provided that such use of the adjacent buildings does not interfere with Sparks' activities or operations.

The Director of the Senior Citizens Center Department and the Director of the Sparks Leisure Services Department will coordinate any activities which require such sharing of facilities.

6. Compliance With Laws

County and Sparks shall follow all federal, state and local laws pertaining to the operation of the facility and more specifically OMB circulars A-110 and A-122 as they apply.

During the performance of this Agreement County and Sparks agree as follows:

a. Equal Employment Opportunity

(1) County and Sparks will not discriminate against

any employee or applicant for employment or individual receiving the benefit of services because of race, age, creed, color, sex, handicap (as prescribed in Section 504 of the Rehabilitation Act of 1983, as amended) or national origin. Action will be taken to ensure that all applicants are considered for employment, without regard to their race, age, creed, color, sex, handicap or national origin. 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. A notice will be posted in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause. Such action shall include those individuals benefiting from program services/activities.

(2) County and Sparks will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to their race, age, creed, color, sex, handicap or national origin.

(3) County and Sparks agree to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Viet Nam Era Act.

b. Business and Employment Opportunities for Lower Income Residents

County and Sparks will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, as amended. This Act 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. 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 bidding procedure is utilized to let 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. In this procedure every effort feasible will be made to contact minority organizations for a response to the solicitations or invitation for bidders.

c. Nondiscrimination in Federally Assisted Program

County and Sparks will not discriminate in the provision of services or benefits to any person on the basis of race, age, creed, color, sex, handicap or national origin.

d. Provision of the Hatch Act

Neither County nor Sparks nor the funds provided therefor, 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.

e. Audit

Receiving funds under this contract shall cause a

certified public accounting firm to conduct a bi-annual audit, a copy of which shall be provided to County and Sparks within 30 days after the audit is prepared. This audit shall include testing to ensure compliance with the terms and conditions of the grant and that Sparks and County conform to the requirements of OMB circulars A-110 and A-122 with attachments as applicable.

f. Drug-Free Workplace

County and Sparks will provide a drug-free workplace located at the facility, by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited at that location and the statement must specify the actions that will be taken against the employee for violation. County and Sparks will establish a drug-free awareness program to inform the employees about the dangers of drugs, the organization's policy, availability of assistance, and penalties if violations occur. County and Sparks will require each employee engaged in performance of this agreement be given a copy of the organization's statement on a drug-free workplace, and that as a condition of employment the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Washoe County will then notify the City within five days of receiving notice from any employee.

g. Use of Federal Funds for Lobbying Purposes

County and Sparks certify that no federal funds have been 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 the awarding of any Federal contract, making of any Federal grant, the making of any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

h. Conflict of Interest

County and Sparks shall prohibit any conflicts of interest as defined in Section 24 CFR 570.611 (see the Subgrantee Administrative Manual). This section covers employees, agents, consultants, officers, or elected or appointed officials of County and Sparks and relates to procurement of supplies, equipment and services as well as acquisition or disposition of property. Interest can be defined as personal or financial.

i. Jeopardization of Federal Funds

Neither party will permit any activity which will substantially jeopardize any Federal grant.

7. Assignment

This Agreement may not be assigned to any other person, persons or corporations in whole or in part, or shall any portion be sublet in any manner whatsoever without prior written approval of both parties.

8. Hold Harmless

Each party agrees to save and hold the other and their officers, employees, agents or representatives harmless from all claims of any nature which may be made based on the construction,

maintenance, or operation of the facility for which that party is responsible or from any activity sponsored by that party.

In the event of a claim or a lawsuit against one or both of the parties or their employees, agents or representatives, the party who was responsible for the condition or act alleged, whether it be construction, maintenance, or operation of the facility, at the time the incident occurred or sponsoring the activity shall respond to such claim and assume the defense of such action and all expenses incurred in responding to or defending the claim or action, including, without limitation, payment of judgments or settlement of claims.

In the event of a conflict of interest which prevents mutual defense of both parties, the party whose conduct was determined to be responsible for the underlying incident shall reimburse the other party for all expenses incurred in responding to such claims. Expenses shall include, without limitation, personnel costs of employees.

#### 9. Insurance

Because both parties are self insured, no liability insurance policy will be required. Should either party secure liability insurance, such policy shall name the other party as an additional insured. However, any contractor or architect or any other person who contracts for any phase of the design or construction of the building will be required to secure a liability insurance policy approved by the County's and Sparks' Risk Management Analysts, which policy shall include the County and Sparks as additional insureds. The contract and or policy shall



provide that the contracting party will hold harmless and indemnify the County and Sparks from any claim of any nature arising from the construction and design of the building. It shall also provide that the County and Sparks may proceed directly against the contracting party whether or not the County or Sparks was a party to the agreement.

Sparks may, at its option, secure insurance covering the building, which insurance will be for the sole benefit of Sparks. County may, at its option, secure insurance covering the equipment, fixtures, and furnishings, which insurance will be for the sole benefit of County.

10. Resolution of Disputes

The Director of the Senior Citizens Center Department and the Director of the Sparks Leisure Services Department shall attempt to resolve any disputes which may arise. If a resolution is not reached at that level, the matter will be submitted to the County and City Managers. If a resolution is not reached at that level, the matter will be presented to the County Commissioners and the Sparks City Council. If the dispute is not resolved at that level, the matter may be either submitted to arbitration with the Nevada Arbitration Association by mutual agreement, or the subject of a lawsuit. The prevailing party shall be entitled to a reasonable attorney's fee and costs and other expenses incurred.

11. Termination

This Agreement may be terminated by mutual agreement or by either party in the event of a dispute which cannot be

resolved by mutual agreement, such termination to be effective upon the date specified in a written notice, which date will be no less than 6 months except in the event of an emergency.

County will be allowed a reasonable time to remove any equipment or fixtures which were acquired with money furnished by the county or with donations or grants to the County.

This Agreement may also be terminated in the event of destruction of the facility or if the building becomes unsuitable for the County's program and a determination by Sparks not to repair or reconstruct the facility.

12. Notices

Notices shall be sent by registered mail to:

County: Director  
Senior Citizens Center Department  
P.O. Box 11130  
Reno, NV 89520

Sparks: Director  
Department of Leisure  
98 Richards Way  
Sparks, NV 89411

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day first above stated.

WASHOE COUNTY

By [Signature]  
Chairman, Board of Commissioners

ATTEST:

[Signature]  
County Clerk

CITY OF SPARKS

By [Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM

[Signature]  
City Attorney

**CITY OF SPARKS**  
**CITY COUNCIL AGENDA ITEM**

MEETING DATE: July 33, 1990

<b>SUBJECT:</b>	Consideration of an Interlocal Agreement with Washoe County regarding Sparks Senior Citizens Center.
<b>PETITIONER:</b>	David R. Roundtree, Public Works Director

<b>RECOMMENDATION:</b>	That the Council approve this Interlocal Agreement and authorize the Mayor and City Clerk to execute the document.
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<b>FINANCIAL IMPACT:</b>	There is no additional cost associated with the approval of this agreement. Funds have been previously allocated by the City to construct the Senior Citizens Center. The County has committed the funds necessary to operate and maintain the facility.
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**BACKGROUND, ANALYSIS, ALTERNATIVES**

**BACKGROUND**

Over a year ago, the City determined that it would build a Senior Citizens Center principally through the use of Community Development Block Grant Funds and that through discussions with Washoe County it was tentatively decided that the facility would be operated through the Senior Citizens Center Department. Staff from the City of Sparks, Washoe County, and an appointed group of senior citizens participated in the design/development of this facility. The plans and specifications are now complete and we are prepared to proceed.

**ANALYSIS**

The agreement specifies the terms and conditions under which the City will construct, and the County will operate, the Senior Citizens Facility. The principal provisions of the agreement state that following the completion of construction, the County will program, operate and maintain the interior of the facility. The City will maintain the exterior, including landscaping and the parking lot. The County will begin operation July 1, 1991 or sooner at their option following the completion of construction.

COUNCIL ACTION	COUNCIL ACTION	AGENDA ITEM #
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**ALTERNATIVE**

Council may decide not to approve this agreement or modify any of the provisions contained therein.

Respectfully submitted,

  
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DAVID R. ROUNDTREE, P.E.  
PUBLIC WORKS DIRECTOR

Approved by:

  
\_\_\_\_\_  
ROBERT STOCKWELL  
CITY MANAGER

DRR:jg