

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; FAIN# B-20-DW-32-0001

CDBG Grant #: CDBG-CV 20/PS/06 **Eligible Activity:** 105(a)(8) **National Objective:** LMI- Limited Clientele

(Program)

Referred to as STATE, and the following GRANTEE:

Washoe County

Name

1001 E. 9th St.

UGLG Address

Reno

City

NV

State

89512

Zip Code

88-6000138

UGLG EIN Number

3M5B3

CCR (CAGE) Number

550 Italy Drive

Project Address

Spark

City

NV

State

89437

Zip Code

Gabrielle Enfield, Grant Administrator

Contact Person (Name, Title)

775-328-2009

Phone #

775-328-2491

FAX #

genfield@washoecounty.us

Contact Person's Email

2. GENERAL PURPOSE OF AGREEMENT:

The purpose of the project is to purchase 2 (two) refrigerated trailers to be placed at partner agencies in Sun Valley and North Valley to increase the capacity to store perishable food.

3. AGREEMENT PERIOD: Commencing on 10/01/2020 and terminating on 9/30/2021.

4. AGREEMENT COSTS: GRANTEE will be paid a maximum of \$30,000 pursuant to the budget attached hereto as Attachment D.

Funds by Year:

Year:

2020	\$ 30,000
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5. ATTACHMENTS:

- ☐ ATTACHMENT A – GENERAL PROVISIONS
- ☐ ATTACHMENT B – PROGRAM TERMS AND CONDITIONS
- ☐ ATTACHMENT C – SCOPE OF WORK
- ☐ ATTACHMENT D – BUDGET
- ☐ ATTACHMENT E – IMPLEMENTATION SCHEDULE
- ☐ ATTACHMENT F – FEDERAL ASSURANCES/CERTIFICATIONS
- ☐ ATTACHMENT G – DUPLICATION OF BENEFITS (DOB) POLICIES AND PROCEDURES
- ☐ ATTACHMENT H – CARES ACT FUNDING SPREADSHEET
- ☐ ATTACHMENT I – DOB WORKSHEET
- ☐ ATTACHMENT J – DOB CERTIFICATION

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

APPROVED: Washoe County

By: _____
Signature of Elected Official

Bob Lucey
Printed Name

Chair
Title

STATE

APPROVED: GOED, RURAL COMMUNITY
AND ECONOMIC DEVELOPMENT
DIVISION

By: 
Patricia E Herzog, Director

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

Execution Date: 10/1/2020

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 1964 (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.

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 it's 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.

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.

There is a huge need for food distribution within Northern Nevada. The food bank operates multiple programs to help LMI people with food insecurities they have seen a huge increase in the number of people that they are serving.

The purpose of the project is to purchase two (2) refrigerated trailers to use with partner agencies in Sun Valley and North Valley to increase capacity to store perishable foods.

ATTACHMENT D – BUDGET

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

Cost Category	CDBG-CVR1A	Local		State	Other Federal	Other	Totals
		Cash	In-Kind				
2 Refrigerated trailers	\$ 30,000.00						\$ 30,000.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Total Costs	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00

ATTACHMENT E – IMPLEMENTATION SCHEDULE

TASK	Est. Timeline October 1, 2020- September 30
PROJECT START UP:	
Environmental Review	October 2020
Notice to proceed	October 2020
PROCUREMENT OF PROFESSIONAL ASSISTANCE (including professional engineers, architects, community development consultants, etc.)	
Initiate procurement of 2 refrigerated trailers	September 2020
PROJECT IMPLEMENTATION:	
Purchase of 2 refrigerated trailers	January 2021
Deliver refrigerated trailers to agency partners	February-September 2021
PROJECT CLOSEOUT:	
Close out documents to CDBG staff	September 2021

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

Bob Lucey
Printed Name of Elected Official

Chair
Title

Date

(submit on letterhead)

CDBG
CERTIFICATION LETTER

Grantee: _____

Grant Number(s)

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

(Name and Title)

(Name and Title)

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

Signature of Mayor/Chairman

Title

Date

ATTACHMENT G – DUPLICATION OF BENEFITS POLICIES & PROCEDURES

Nevada CDBG-CV

Duplication of Benefits Policies and Procedures

BACKGROUND

The Community Development Block Grant (CDBG) program, housed within the Governor's Office of Economic Development (GOED): Nevada Rural Community & Economic Development is in receipt of Community Development Block Grant CARES Act/COVID-19 funds from the Department of Housing and Urban Development (HUD). The Nevada CDBG Program will use these funds to carry out Eligible Activities CDBG to support activities to address the prevention of, preparation for, and responding to Coronavirus and other infectious diseases. The COVID-19 pandemic's first documented case in the United States occurred January 21, 2020. Activities that respond to the pandemic include projects and programs for building improvements, including Public Facilities; assistance to businesses, including special economic development assistance; provision of new or quantifiably increased Public Service, Planning & Capacity Building and Technical Assistance. These activities are carried out in partnership with 27 Units of Local Government or Sponsored Non-Profits in the Non-Entitlement areas of Nevada.

Section 312 of the Stafford Act (42 U.S.C. 5155) requires all Stafford Act funded programs to ensure that entities in receipt of HUD CDBG-CV dollars are not compensated for the same activities through multiple sources. HUD provided specific guidance for CDBG-DR (Disaster Relief) funding through "Clarification of Duplication of Benefits Requirements under the Stafford Act of CDBG-DR Grantees", 76 Federal Register 221 (16 November 2011), pp. 71060-71066. This DR policy and procedure reinforces these requirements and establishes applicability and responsibility in the implementation of Nevada's CDBG-CV grant.

SCOPE OF CDBG-CV POLICY

This policy is applicable to all potential State Partner Agencies, Subgrantees and Subrecipients responsible for the implementation of programs and projects funded under Nevada's CDBG-CV grant.

POLICY

All CDBG-CV funded programs and projects are required to ensure appropriate procedures are in place to prevent Duplication of Benefit (DOB). State partner Agencies and Subgrantees must ensure that DOB prevention is specifically addressed in their policies and procedures, and all subrecipient agreements and/or contracts must pass that responsibility down to subrecipients. Subrecipients and Subgrantees providing direct benefits to beneficiaries must utilize procedures in accordance with HUD guidance as outlined in this document. Administering agencies must have a DOB calculation worksheet prepared for each awardee on file. Each awardee must sign a certification form regarding other assistance received. Both documents must be on file in accordance with 76 FR 71060 (November 16, 2011). Programs have the liberty to design forms that combine the calculation and the certification requirements. Third party verification of assistance is required, and every attempt to obtain verifications should be undertaken. When verifications are not obtainable self-declaration can be used as a last resort but should be the exception.

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PROCEDURES

The procedures provided are consistent with Nevada's Certifications to HUD and with 76 FR 71060 (November 16, 2011). In addition to the procedures, all grant agreements must contain language indicating that any duplication of benefit received post-award will require repayment. Procedures are as follows:

- I. Prior to assistance
 - a. Identify total need
 - i. Determine the specific purpose for the CDBG-CV request.
 - ii. Total need will be determined by project type (e.g. infrastructure cost estimate). The total need must be documented.
 - iii. All costs included in total need must be reasonable and necessary.
 - b. Identify all sources of funding received and reasonably anticipated.
 - i. For families, individuals and entities, the request for assistance requires documentation for all sources of funding received or reasonably anticipated, and certification that all assistance is reported.
 - ii. A 3rd party must verify all sources of assistance when possible (FEMA, SBA, Private Insurance, etc.) When 3rd party verification is not available, document in the file the reason it was not available. This should be an exception.
 - c. When recording the information in the DOB Calculation Worksheet, determine which funding sources to include in or exclude from the unmet need calculation (based upon guidance in Fed. Reg. 71,060-71066 (November 16, 2011) and deduct assistance determined to be duplicative.
 - d. Apply program cap, if applicable.
 - e. Arrive at maximum CDBG-CV award amount.
 - f. Execute grant/loan agreement with recipient/beneficiary, including provision that all additional funds received will be reported to the State or subrecipient program administrator within 15 calendar days of receiving. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient/beneficiary will be required to repay any disbursed duplicative benefit.
- II. Upon completion of activity for which funds were provided:
 - a. Require recipient/beneficiary to report and certify whether additional funds were received for project/program related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the duplicative fund amount requires repayment.
- III. One year after completion of activity for which funds were awarded or upon project closeout, if closeout occurs after September 15, 2023 (three years post event):
 - a. Require recipient/beneficiary to report and certify whether additional funds were received for COVID-19 expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, repayment is required.

DOCUMENTATION

Each beneficiary or project file must contain the following:

- a) Duplication of Benefit calculation worksheet form to include:
 - a. Identification of unmet need
 - b. Identification of all sources of assistance provided to applicant
 - c. Identification of those sources that are duplicative (with comments as needed)
 - d. Final award calculation
 - b) Any required 3rd party verifications of assistance and/or certifications as follows:
 - a. FEMA programs: letter(s) from FEMA and/or data provided by FEMA
 - b. Insurance: letter from insurance company and/or data if available
 - c. SBA: letter(s) from SBA and/or data provided by SBA
 - d. Other program documentation
 - c) Certification that no additional benefits have been received. This can be a signed affidavit from the beneficiary or other form as created by the program.
 - d) A signed subrogation agreement from the recipient.
- NOTE: Items (c) and (d) can be on the same form.

Additionally, at the program level each implementing agency must have the following:

- a) A description/definition of Duplication of Benefit and likely sources within their program guidelines or in their application and
- b) Recapture policies and procedures

REQUIRED VERIFICATION BY PROGRAM AREA

Funding Source	Project Category					
	Housing	Infrastructure	Economic Dev.	Planning	Public Services	Other*
CARES Act						
FEMA						
USDA						
SBA						
PHA						
Dept. of Education						
DHHS						
Other**						
TOTALS						

Other* requires pre-approval

** Other includes charitable resources, local government programs, other federal funds (CDBG, ESG, HOME) or State programs such as Disaster Emergency Fund, etc.

ADMINISTRATION AND RESPONSIBILITY

The Rural Community & Economic Division Director or his/her designee is responsible for ensuring that duplication policies and procedures are available for all CDBG-CV funded programs and that State Partner Agencies, Subgrantees and Subrecipients are monitored for compliance with the policy.

State Partner Agencies and Subgrantees are responsible for developing and implementing DOB policies and procedures for programs under their purview.

Subgrantees and Subrecipients directly servicing beneficiaries are responsible of ensuring that DOB procedures are followed and DOB calculations and certifications are available on file for all beneficiaries. All subgrantees and subrecipients must have recapture procedures in place and in writing within all grant agreements in accordance with 31 U.S.C Chapter 37 for the return of any identified Duplication of Benefit.

The Rural Community & Economic Division Director or his/her designee is responsible for the administration, revision, interpretation, and application of this policy. This policy will be reviewed annually and revised as needed to address State and Federal requirements.

Approval: _____
Rural Community & Economic Division Director

Date: _____

DUPLICATION OF BENEFITS POLICIES AND PROCEDURES

[INSERT CITY/COUNTY/LOGO]

DUPLICATION OF BENEFITS WORKSHEET

Applicant Name: _____

Applicant Address: _____

1.	Identify Applicant's Total Need (project cost)	
2.	Identify Total Assistance Available	
	a. FEMA	
	b. USDA	
	c. CARES Act	
	d. SBA	
	e. Other Federal Funding	
	f. Other	
	Subtotal	
3.	Identify the Amount of Total Assistance to Exclude as Non-duplicative.	
	NOTE: Enter Explanation of non-duplicative funds:	
4.	Identify total DOB Amount (Item 2 minus Item 3)	
5.	Calculate Maximum Award (Item 1 minus Item 4)	
6.	Program cap (if applicable)	
7.	Final award (lesser of Items 5 and 6)	

Form Completed by: _____

Date Completed: _____

ATTACHMENT - I DOB WORKSHEET

<Insert Program Name / Logo>

DUPLICATION OF BENEFITS WORKSHEET

Applicant Name: _____

Applicant No: _____

1. Identify Applicants Total Need (Total Project Cost)

\$ 150,000.00

2. Identify Total Assistance Available

CARES Act

\$ 20,000.00

SBA Grants/Loans (includes PPP)

\$ 50,000.00

Other Federal, State or Local Government Assistance

Other private assistance including charitable contributions

Subtotal

\$ 70,000.00

3. Identify the Amount of Total Assistance to Exclude as Non-duplicative.

\$ 15,000.00

Explanation of non-duplicative funds:

\$15,000 was private funding for a project activity not eligible under CDBG-CV. This grant covers other project costs.

4. Identify total DOB Amount (Item 2 minus Item 3)

\$ 55,000.00

5. Calculate Maximum Award (Item 1 minus Item 4)

\$ 95,000.00

6. Final award (lesser of Items 5 and 6)

\$ 95,000.00

Form Completed by:

Date Completed:

ATTACHMENT J – DOB CERTIFICATION

Duplication of Benefits Certification

A DOB occurs when:

- A beneficiary receives assistance, and
- The assistance is from multiple sources, and
- The assistance amount exceeds the need for a particular recovery purpose.

Monitoring for DOB

- The process for identifying and then monitoring for DOB begins with the review of each grant application—whether it is for a specific project or an individual beneficiary of CDBG-CV funds. An applicant must provide detailed information about other sources of funds that were received—or that may be received—related to the activity for which CDBG-CV funds are being requested. Nevada CDBG program management staff members review and verify the other funds to determine if they are for the same activity and exceed the need for CDBG-CV assistance. Once CDBG funds are awarded (minus any determined to be a DOB), applicants are required to notify the Nevada CDBG office of the receipt of any additional funds received for the same activity. Program staff review individual pay requests and project amendments to determine if other funds have been received that represent a DOB.
- In the event additional funds are determined to be a DOB, funds will be withheld from future pay requests, and the approved project budget will be amended. In the event all funds have been expended and a DOB is identified, the applicant will be required to repay the funds to the Nevada CDBG Program for return to the U.S. Treasury.
- Monitoring for duplication of benefits will be incorporated into monitoring policies and procedures.

I CERTIFY THAT ANY DUPLICATION OF FUNDING ON THIS CDBG-CV GRANT PROJECT WILL BE RETURNED TO THE STATE OF NEVADA'S CDBG PROGRAM FOR RETURN TO THE U.S. TREASURY.

NAME

Date

TITLE