**MOODY COUNTY**

**AND**

**BOYS & GIRLS CLUB OF THE NORTHERN PLAINS, INC.**

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

This Agreement is made and entered into between Moody County, South Dakota, herein referred to as “COUNTY”, and the Boys & Girls Club of the Northern Plains, Inc., herein referred to as “CLUB.”

WHEREAS, the CLUB wants to construct and operate an early learning center in Flandreau, South Dakota, hereinafter referred to as “PROJECT”, and in furtherance of its goal, is seeking a Community Development Block Grant (CDBG) through the Governor’s Office of Economic Development; and

WHEREAS, in order to obtain CDBG funding, the CLUB needs the COUNTY to serve as a fiscal intermediary for any funds that may be awarded by the State of South Dakota; and

WHEREAS, the COUNTY desires to clarify its role relative to the management, oversight, and distribution of any monies awarded under the CDBG by the State of South Dakota to the CLUB.

NOW, THEREFORE, in consideration of the following mutual covenants, conditions, representation, and undertakings, the parties agree as follows:

SECTION 1

OBLIGATIONS OF THE CLUB

1. The CLUB will complete a Community Development Block Grant application as required by the South Dakota Governor’s Office of Economic Development, and be responsible for the creation, collection, dissemination, and publication of all materials related thereto, as well as be responsible for the publishing of public notices for any meetings necessary to complete the CDBG application.
2. The CLUB will pay all PROJECT costs directly to any and all contractors, subcontractors, suppliers, and vendors.
3. The CLUB will manage and supervise any bid letting as may be necessary for the construction of the PROJECT.
4. The CLUB will advertise, let to contract, and award the PROJECT as may be deemed necessary under South Dakota Codified Law.
5. All PROJECT charges will be subject to audit in accordance with the State of South Dakota’s current procedures, along with applicable Federal audit procedures. The CLUB will keep accounting records clearly identified with this Agreement. All PROJECT charges will be supported by documents which evidence, in detail, the nature and propriety of those charges. The CLUB will further cause the CLUB’S contractors, subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
6. Upon reasonable notice, the CLUB, and the CLUB’S contractors and subcontractors, will allow the COUNTY, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CLUB will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.
7. The CLUB will abide by the requirements of Title VI of the Civil Rights Act of 1964.
8. The CLUB will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments thereto.
9. The CLUB will indemnify the COUNTY, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as a result of performing services under this Agreement.
10. The CLUB will create and finance an escrow account, naming the COUNTY as an additional party on the account and providing access to the same, and maintain a balance equal to the value of such PROJECT costs directly incurred by any and all contractors, subcontractors, suppliers, and vendors for which the CLUB has been invoiced, but has not paid to the contractors, subcontractors, suppliers, and vendors.
11. The CLUB will assume complete responsibility for all activities and undertakings associated with the CDBG application and award.
12. In the event that the COUNTY should need to undergo a federal audit as a result of the CLUB being awarded a Community Development Block Grant in furtherance of its PROJECT, the CLUB will reimburse the COUNTY the costs invoiced against the COUNTY in the performance of said federal audit, an amount not to exceed $3,500.00.

SECTION 2

OBLIGATIONS OF THE COUNTY

1. The COUNTY will act as a fiscal agent on behalf of the CLUB.
2. All PROJECT charges will be subject to audit in accordance with the State of South Dakota’s current procedures, along with Federal audit procedures. The COUNTY will keep accounting records clearly identified with this Agreement. All PROJECT charges will be supported by documents which evidence, in detail, the nature and propriety of those charges.
3. The COUNTY will pay the CLUB directly upon receipt of reimbursements from the State of South Dakota in accordance with the Community Development Block Grant Agreement from the Governor’s Office of Economic Development.

SECTION 3

GENERAL OBLIGATIONS

1. The CLUB will hold harmless and defend the COUNTY from any and all actions, suits, damages, liability, or other proceedings that may arise as a result of the CLUB’S undertaking of the PROJECT.
2. This Agreement will become effective on the date it is fully signed. The work contemplated by this Agreement must be completed no later than January 1, 2026.
3. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
4. The CLUB must comply with all federal, state, and local laws, together with ordinances and regulations applicable to the work, and will be solely responsible for obtaining current information on such requirements. The CLUB must procure all licenses, permits, or other right necessary for the fulfillment of its obligations under this Agreement.
5. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in the Circuit Court, Third Judicial Circuit, Moody County, South Dakota.
6. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
7. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.
8. The COUNTY has designated its COUNTY Commission Chairperson as COUNTY’S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY after consideration of the matter during a regularly scheduled meeting. A copy of COUNTY’S Board of Commissioners’ minutes or resolution authorizing the execution of this Agreement by the Chairperson as COUNTY’S authorized representative is attached to this Agreement.
9. The CLUB has designated its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the CLUB’S authorized representative, and has empowered the \_\_\_\_\_\_\_\_\_\_\_\_\_ with the authority to jointly sign this Agreement on behalf of the CLUB.

This Agreement is binding upon the signatories, not as individuals, but solely in their

Capacities as officials of their respective organizations and acknowledge proper action of the COUNTY and the CLUB to enter into the same.

Moody County, South Dakota Boys & Girls Club of the Northern

Plains, Inc.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: Chairperson Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Auditor

(County Seal)