

**FIRST AMENDMENT TO AGREEMENT TO GRANT HOME INVESTMENT
PARTNERSHIP PROGRAM FUNDS AND LOW INCOME HOUSING TRUST FUNDS
TO REBUILDING TOGETHER SOUTHERN NEVADA FOR THE SINGLE FAMILY
OWNER OCCUPIED REHABILITATION PROGRAM**

This First Amendment to Agreement to Grant HOME Investment Partnership Program Funds and Low Income Housing Trust Funds to Rebuilding Together Southern Nevada for the Single Family Owner Occupied Rehabilitation Program (the “First Amendment”) is effective as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and Rebuilding Together Southern Nevada, a Nevada nonprofit corporation (“RTSNV” or “Subrecipient”; collectively, the City and Subrecipient will be referred to as the “Parties”).

RECITALS

WHEREAS, on September 5, 2018, the City and Subrecipient entered into the Agreement to Grant HOME Investment Partnership Program Funds and Low Income Housing Trust Funds to Rebuilding Together Southern Nevada for the Single Family Owner Occupied Rehabilitation Program (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (57 pages);

WHEREAS, the City and Subrecipient desire to enter into this First Amendment in order to expand the term of the Original Agreement for an additional eighteen months until November 30, 2021 and to increase the amount of grant funds the City will provide Subrecipient to perform the Project from \$500,000 to \$1,000,000.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge the parties agree as follows:

AGREEMENT

1. The seventh recital on page 1 of the Original Agreement shall be deleted in its entirety and replaced with the following language:

WHEREAS, Subrecipient has requested the City’s assistance in the amount of One Million Dollars (\$1,000,000.00) in HOME/AHTF/LIHTF funds for the purpose of implementing a Single Family Owner Occupied Rehabilitation (“SFOOR”) Program to assist low income families with rehabilitating their primary residence;

2. Section II of the Original Agreement shall be deleted in its entirety and replaced with the following language:

II. CITY PROGRAM RESPONSIBILITIES

As consideration for the Subrecipient administering the Project, the City agrees to provide the Subrecipient with a grant in an amount not to exceed One Million Dollars (\$1,000,000.00) in HOME/AHTF/LIHTF funds under the HOME Program, which is to be used to reimburse the Subrecipient for eligible Project costs incurred in administering the Project. Notwithstanding the amount and source of funding designated above in this Section, the City shall have the right in its

sole discretion to change the funding source, from which the Program Funds will be taken for purposes of this Agreement. The Subrecipient agrees to execute an amendment to this Agreement as may be required by the City in order to exercise its right granted herein.

The HOME Program funds shall be disbursed pursuant to the applicable provisions contained in Section VII of this Agreement after the request for payment has been submitted to the City by Subrecipient and approved by the City.

2. Section IV of the Original Agreement shall be deleted in its entirety and replaced with the following language:

IV. PERIOD OF PERFORMANCE

This Agreement shall commence on the Effective Date, and shall continue in force and effect until performance of all of the obligations set forth in this Agreement unless terminated earlier pursuant to Section VIII(B) of this Agreement. The Effective Date set forth in the introductory paragraph of the Original Agreement is the date the City Council approved the funding for the Project under the Original Agreement, and the Effective Date set forth in the introductory paragraph of this First Amendment is the date the City Council approved funding for the Project under this First Amendment, but such Council approval does not obligate the City to provide the Project Funds until this First Amendment has been executed by the City. The Project Funding must be drawn on or before November 30, 2021, unless a written request for an extension to these completion dates has been submitted to the City and granted in writing by the Director of Land Development and Community Services (which approval shall not be unreasonably withheld).

3. Section V(M) of the Original Agreement shall be deleted in its entirety and replaced with the following language:

M. INCOMPLETE PROGRAM

The Subrecipient must repay that portion of the funds that are comprised of any HOME/AHTF/LIHTF funds if the Project, which commenced on the effective date of the Original Agreement (when it was fully executed by both parties), is not completed by December 31, 2021.

4. Exhibit B – Program Budget of the Original Agreement shall be deleted in its entirety and replaced with the following language:

2018/2019 Rebuilding Together Southern Nevada/City of North Las Vegas
HOME Funds Budget for Single Family Owner Occupied Rehabilitation Program

Amended budget

1. Program Admin @ 20%	\$100,000.00
2 Housing Rehabilitation costs	\$400,000.00
3. Original allocation	\$500,000.00
Amended Grant Total:	\$1,000,000.00

5. General Provisions:

- a. *Nevada and City Law.* The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of the Original Agreement and this First Amendment without regard to conflicts of law.
- b. *Assignment.* Neither party shall assign the Original Agreement or this First Amendment without the prior written consent of the other party.
- c. *Entire Agreement/No Modifications.* This First Amendment and the Original Agreement constitute the entire agreement between the Parties and supersede all prior representations, agreements, and understandings of the Parties. No addition to or modification of the Agreement shall be binding unless executed in writing by the Parties.
- d. *Counterparts.* This First Amendment may be executed in counterparts.
- e. *No Joint Venture.* This First Amendment and the Original Agreement are not intended to create, and shall not be deemed to create, any relationship between the Parties hereto other than that of independent entities, contracting with each other solely for the purpose of effecting the provisions of this First Amendment and the Original Agreement. Neither party shall be construed to be an agent, employer, representative, or joint venturer of the other.
- f. *Controlling Agreement.* To the extent there is a conflict between the terms of this First Amendment and the terms of the Original Agreement, the terms of this First Amendment shall control. Any terms capitalized in this First Amendment that are not defined herein shall have the meanings noted in the Original Agreement.

6. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Original Agreement.

[SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Subrecipient have caused this First Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

Rebuilding Together Southern Nevada
a Nevada nonprofit corporation

By: _____
John J. Lee
Mayor

By: _____
Robert Cleveland
Executive Director

Attest:

By: _____
Catherine Raynor, MMC
City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore
City Attorney

Exhibit A

(See attached pages)

**AGREEMENT TO GRANT HOME INVESTMENT PARTNERSHIP PROGRAM
FUNDS AND LOW INCOME HOUSING TRUST FUNDS TO REBUILDING
TOGETHER SOUTHERN NEVADA FOR THE SINGLE FAMILY OWNER OCCUPIED
REHABILITATION PROGRAM**

THIS AGREEMENT is made and entered into as of September 5, 2018, by and between the City of North Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 2250 Las Vegas Blvd., N. North Las Vegas, Nevada 89030, and Rebuilding Together Southern Nevada ("RTSNV"), a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 611 South 9th Street, Las Vegas Nevada 89101, its permitted successors and assigns. The City and the Subrecipient are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Clark County, Nevada (the "County") has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD"), for participation in the Home Investment Partnerships Program (the "HOME Program") under 24 CFR Part 92 as amended (CFDA 14.239);

WHEREAS, the County, as the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the program;

WHEREAS, on June 21, 2017, the City entered into that "Interlocal Cooperative Agreement for Department of Housing and Urban Development Home Investment Partnerships Programs FY 2018-FY 2020" (the "Interlocal Agreement") with the County for the purpose of creating a HOME Program Consortium (the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program funds allocated to and administered by the County;

WHEREAS, RTSNV (DUNS No: 025636367) (the "Subrecipient"), is a private organization, not-for-profit, legally authorized to do business in the State of Nevada;

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement regarding HOME Program Funds with the City shall transfer HOME Program funds to the City;

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds by providing services to meet the HOME Program's broad national objective to benefit low-income households;

WHEREAS, Subrecipient has requested the City's assistance in the amount of Five Hundred Thousand Dollars (\$500,000.00) in HOME/LIHTF funds for the purpose of implementing a Single Family Owner Occupied Rehabilitation ("SFOOR") Program to assist low income families with rehabilitating their primary residence;

WHEREAS, the City desires to assist the Subrecipient by providing HOME funds for the SFOOR (the "Project"); and

WHEREAS, the North Las Vegas City Council hereby determines that the Project shall provide a substantial benefit to the inhabitants of the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

I. SUBRECIPIENT PROGRAM RESPONSIBILITIES

In consideration for the allocation of the HOME Program Funds by the City to the Subrecipient pursuant to this Agreement, the Subrecipient agrees to administer and complete the Project, which is more fully described in the Project Description and Financing Requirements (the "Project Description") in Exhibit "A" attached hereto and incorporated herein as a part hereof.

II. CITY PROGRAM RESPONSIBILITIES

As consideration for the Subrecipient administering the Project, the City agrees to provide the Subrecipient with a grant in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) in funds under the HOME/LIHTF Program, which is to be used to reimburse the Subrecipient for eligible Project costs incurred in administering the Project. Notwithstanding the amount and source of funding designated above in this Section, the City shall have the right in its sole discretion to change the funding source, from which the Program Funds will be taken for purposes of this Agreement. The Subrecipient agrees to execute an amendment to this Agreement as may be required by the City in order to exercise its right granted herein.

The HOME Program Funds shall be disbursed pursuant to the applicable provisions contained in Section VII of this Agreement after the request for payment has been submitted to the City by the Subrecipient and approved by the City.

III. CONDITIONS TO THE RELEASE OF PROGRAM FUNDS

The City's obligation to reimburse the Subrecipient for the eligible Project costs incurred in connection with each Project Property during the completion of the Project shall be contingent upon completion of the conditions set forth below.

1. Authorization from Clark County. The City must have received authorization to use the HOME Program Funds for the Project from Clark County and/or HUD, if such approval is required for the Project and use of the funds.

2. Completion of Environmental Review. An environmental review as required pursuant to 24 CFR 58 must be completed for each Project Property that is to receive financial assistance from the Subrecipient, which has been approved by the City. The environmental review will be procured and paid for using HOME Program Funds. Notwithstanding any other provision of the Agreement, this Agreement does not constitute a commitment of any of the HOME Program Funds or site approval until the satisfactory completion of the environmental review. All mitigation and

Project modification measures adopted by the Subrecipient must be performed to eliminate or minimize adverse environmental impacts. With the completion of the environmental review for each Project Property, the City shall determine whether or not to proceed with rehabilitation of the Project Property as proposed by the scope of work, modify the scope of work, or cancel the proposed rehabilitation in its entirety. Residential properties fifty years old at the time of client application will not be considered an eligible property for rehabilitation activity.

3. Issuance of Title Insurance. The Subrecipient has procured and paid for a preliminary title report for each Project Property as required in subsection 1(c) of Section C of the Project Description, a copy of which is provided to the City indicating that the title of the Property is held in a manner that is acceptable to the City. With the completion of the rehabilitation of the Project Property, the Subrecipient has procured and paid for a lender or mortgage policy of title insurance as required under Section C(6) of the Project Description, the original of which is provided to the City.

4 Property Valuation. At the discretion of the Subrecipient, the fair market value of the Project Property will be obtained using the average price of the homes on the Zillow home valuation database and the Clark County Assessor's office data or a certified home appraisal conducted by licensed appraiser, as long as the method is an acceptable practice under the HOME Program. When deemed necessary by the City and or the Subrecipient, Subrecipient will procure and pay for a market value appraisal for each Project Property approved for rehabilitation assistance as required under Section VI(O) of this Agreement, and Section C(1)(d) of the Project Description, ascertaining the fair market value of the rehabilitated Project Property, a copy of which has been provided to the City. For the property to be considered for the Project, the home cannot exceed the Department of HUD's current HOME Homeownership Value Limit. This information can be obtained at: (<https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>)

5. Homeowner Deferred Loan Agreement. The Subrecipient has obtained the execution of that certain Homeowner Deferred Loan Agreement for each Project Property approved for financial assistance as required under Section 3(a) of the Project Description, a copy of which is provided to the City for each Project Property.

6. Deed of Trust. The Subrecipient has secured the execution and recordation of that certain Short Form Deed of Trust Securing Performance of Deferred Loan Agreement (the "Short Form Deed of Trust") for each Project Property approved for financial assistance as required under Section 3(b) of the Project Description, a recorded copy of which is provided to the City for each Project Property.

7. Housing Rehabilitation Contract. The Subrecipient has obtained the execution of that certain Housing Rehabilitation Contract for Single Family Residence for each Project Property approved for financial assistance as required under Section 3(c) of the Project Description, a copy of which is provided to the City for each Project Property.

8. Project Property Insurance. The Subrecipient has procured the policies of insurance required under Section G of this Agreement, Section C(5) of the Project Description and Section 10 of the Homeowner Deferred Loan Agreement.

9. Notice of Completion. The Subrecipient has recorded, or caused the recordation of, the Notice of Completion executed by the contractor who has performed work on each Project Property as required under Section (D)(3) of the Project Description, a copy of which is provided to the City evidencing the recordation.

IV. PERIOD OF PERFORMANCE.

This Agreement shall commence on the Effective Date, and shall continue in force and effect until performance of all of the obligations set forth in this Agreement unless terminated earlier pursuant to Section VIII(B) of this Agreement. The Effective Date set forth in the introductory paragraph of this Agreement is the date the City Council approved funding for the Project, but such approval does not obligate the City to provide the Project Funds until this Agreement has been executed by the City. The Project Funding must be drawn on or before May 31, 2020, unless a written request for an extension to these completion dates has been submitted to the City and granted in writing by the Director of Land Development and Community Services (which approval shall not be unreasonably withheld).

V. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE HOME PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to comply with the requirements, policies, regulations and time criteria of the HOME Program. The Subrecipient shall obtain any and all applicable federal, state, and local permits, licenses, notices or certificates required to complete the Project. The Subrecipient further agrees to abide by the applicable federal, state, and local regulations, statutes, ordinances and laws and the requirements described in the June 21, 2017 Interlocal Agreement between the City and County. The failure to abide by any of the above may result in the forfeiture of any or all of the Program Funds provided under this Agreement.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to complete the Project contemplated herein. The City shall have no relationship whatsoever with the Project except for providing financial support, approval of scope of work, budget, change orders, and final inspection, and the receipt of the reports required from the Subrecipient under this Agreement. In any and all events, with the exception of the above approvals, the performance contemplated herein shall be rendered at the time, manner and under circumstances determined solely and exclusively by the Subrecipient, subject to review by the Director of Neighborhood and Leisure Services, or an authorized designee, to assure the Subrecipient's continuing eligibility for the Program Funding.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all damages, claims, suits, liens, judgments or any other form of liability of whatever nature for injuries to, or death of, any person caused by, connected with, or arising out of any activities or performance undertaken pursuant to

this Agreement. The Subrecipient shall further protect, defend, and indemnify the City, its officers, employees and agents for any claims arising out of the Subrecipient's failure to comply with the requirements of the HOME Program, including any federal laws, acts, and/or regulations and the provisions of the Interlocal Agreement of June 21, 2017 between the City and Clark County. The Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Project funded under this Agreement will be subject to on-site monitoring by duly authorized representatives (including independent auditors) of the City, Clark County, HUD, the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of any on-site visits, which shall occur during normal operating hours. During any on-site visit, the representatives shall be granted access to any and all records pertaining to the Project. The representatives may interview employees of the Subrecipient, or any entity associated with the Project who volunteers to be interviewed.

The Subrecipient shall allow the representatives to conduct such reviews, audits and on-site monitoring of the Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Consolidated Plan and the national and primary objectives of the HOME Program;
2. Whether the objectives of the HOME Program are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the HOME Program;
5. Whether the financial operations of the Project are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information;
7. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable Federal/State laws and regulations and this Agreement; and
8. Whether the Project is financially stable and to take action when feasible to correct problems that threaten the Project's viability.

E. MAINTENANCE OF RECORDS

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them during the affordability period and for a period of five (5) years after the expiration of the Period of Affordability (defined in Section 8 (4) of the Project Description), except that those records subject to audit findings, litigations, claims, or other

actions must be retained for five (5) years after such findings or actions have been resolved. This Agreement as a record must be retained for five years after the completion of the Period of Affordability. In the event the Subrecipient goes out of existence or the Agreement is prematurely terminated, the Subrecipient shall turn over to the City all of its records relating to this Agreement, which will be retained by the City for the required period of time.

F. AUDITING OF RECORDS AND BOOKS

The Subrecipient agrees to permit the City, or its designated representative(s), (including independent auditors, HUD or the Comptroller of the United States or any combination thereof) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning the Subrecipient's operation hereunder. The Subrecipient further understands and agrees that the inspection and audit will be exercised only after written notice to the Subrecipient. If the records or books are not located within Clark County, Nevada, the Subrecipient agrees to deliver the records or books to the address within the City of North Las Vegas designated by the City. If the City, or its designated representative(s), find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or its representative(s), the costs to travel (including transportation, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all records of the Project relating to finances, as well as other records (such as the performance records) that may be required by relevant directives of funding sources of the City.

G. INSURANCE

1. Policies of Insurance. The Subrecipient shall procure and maintain at its own expense during the entire term of this Agreement, the following insurance coverage:

a. Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis and shall include the City as an additional insured. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to policy of insurance must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. The policy must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by the Subrecipient (owned or hired) in the performance of the services under this Agreement.

The policies of insurance required under this Section are in addition to, and not in lieu of, the Subrecipient's indemnification obligation provided under Section V(C).

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, the Subrecipient shall have on file with the City current certificates of insurance evidencing the policies of insurance required herein. The Subrecipient shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare the Subrecipient in default of its obligation under this Section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If the Subrecipient fails to maintain any of the insurance policies required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that they remain in effect. The Subrecipient is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from the Subrecipient or deduct the amount paid from any sums due the Subrecipient under this Agreement.

5. Primary Coverage. The Subrecipient's insurance shall be the primary coverage with respect to the City, its officers, employees and agents. Any other coverage (insurance or otherwise) available to the City, its officers, employees and agents shall be considered coverage in excess to that required of the Subrecipient and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by the Subrecipient must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

H. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he or she is paid \$600 or more (or as updated by the IRS) and

an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. The 1099 instructions can be obtained on the IRS website.

I. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights in this Agreement without the written consent of City. Any such assignment of rights without the consent of City shall result in the forfeiture of the HOME Program Funding, or any part thereof, as determined by City. The City may only assign its rights in this Agreement to HUD.

J. AGREEMENT REVISIONS

Any change in the provisions of this Agreement, including the exhibits and attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the City Manager or his or her designee if the amendment provides an increase in the Project funds of \$25,000 or more, or (ii) the Director of the Land Development and Community Services if the Amendment is below \$25,000, or merely revises the language of the Agreement without any impact on the Project funds.

K. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from, the City prior to obtaining, through funds made available pursuant to this Agreement, professional services (not identified in the Program Budget) pursuant to a written contractual agreement with a third party. An example of the contractual agreement is to be provided to the City. The advance notice shall demonstrate the necessity of such services and shall provide for an adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

L. COMPENSATION

In consideration for the allocation of the HOME Program funds and compensation by the City to the Subrecipient pursuant to this Agreement, the Subrecipient agrees to administer and complete the Project, which is more fully described in the Project Description in Exhibit "A" attached hereto and incorporated herein as a part hereof for a fee of 20% of allocation.

M. INCOMPLETE PROGRAM

The Subrecipient must repay that portion of the funds that are comprised of any HOME/LIHTF Funds if the Project, which will commence on the effective date of this Agreement, when fully executed by both parties, is not completed by June 30, 2020.

N. APPRAISAL OF PROPERTY

At the discretion of the Subrecipient, the fair market value of the Project Property will be obtained using the average price of the homes from the Zillow home valuation database, and the Clark County Assessor's office data or a certified home appraisal conducted by licensed appraiser. When deemed necessary by the City and/or the Subrecipient, Subrecipient will procure and pay for a market value appraisal for each Project Property approved for financial assistance as required under Section III of this Agreement, and Section C(1)(e) of the Project Description, ascertaining

the fair market value of the rehabilitated Project Property, a copy of which has been provided to the City.

O. CONFLICT OF INTEREST

No person(s) who is: (a) an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City, who exercises or has exercised any function or responsibilities with respect to assisted rehabilitation activities, or (b) in a position to participate in a decision-making process or gain privileged and/or confidential information with regard to such activities, may obtain a personal or financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have business ties, during their tenure.

VI. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 92.257)

The HOME Program Funds may not be used for the acquisition, construction or rehabilitation of any structure to the extent that the structure is, or will be, used for inherently religious activities, such as worship, religious instructions, or proselytization. Where a structure is used for conducting both HOME eligible activities and inherently religious activities, the HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to the HOME eligible activities in accordance with 24 CFR 92.257. The Subrecipient, owner of the Property, or the Property Manager cannot require any tenant of the Property to participate in any inherently religious activities.

B. POLITICAL ACTIVITIES

The Subrecipient will comply with Section 319 of Public Law 101-121 of the Department of Interior Appropriations Act, which prohibits the use of the HOME Program Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. HATCH ACT (CHAPTER 15, TITLE 5, U.S. CODE)

The Subrecipient further agrees that none of the personnel employed in the administration of the Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

D. OTHER PROGRAM REQUIREMENTS (24 CFR 92.350-3, 92.358)

The Subrecipient shall carry out its activities in compliance with all federal laws and regulations as described in 24 CFR 92.350-92.358, except that the Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 92.352, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58. More specifically the Subrecipient shall be required to comply with the following:

1. GENERAL (24 CFR 92.350)

The requirements set forth in 24 CFR Part 5, Subpart A, are applicable to participants in the HOME Program. The requirements of this subpart include nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug-free workplace.

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, FAIR HOUSING ACT AND EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating the Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOME Program Funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 92.354)

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act, Copeland (Anti-Kickback) Act, and the Fair Labor Standards Act also apply to this Agreement. For the construction of affordable housing with 12 or more HOME-assisted units each laborer and mechanic employed in the construction work shall be paid wages at rates not less than those prevailing on similar construction projects in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

5. ENVIRONMENTAL STANDARDS (24 CFR 92.352)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 92.353)

The Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to 24 CFR Part 92. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended, and the implementing regulations at 49 CFR Part 24. In addition, Subrecipient understands and agrees that there must be a one-for-one replacement of any occupied or vacant, low or moderate income dwelling which is demolished or converted to another use in connection with a HOME-funded activity.

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, with implementing regulations at 41 CFR Part 60, which provides for equal employment opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT (24 CFR 92.355)

Any Project assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856), and implementing regulation set forth at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, providing for the notification of hazards of lead-based paint poisoning and providing for the elimination of lead-based paint hazards. The Subrecipient will provide lead-based paint testing, clearance tests and risk assessments when required for HOME funded housing rehabilitation projects that are to be undertaken by the Subrecipient and are located within the city limits of the City of North Las Vegas. All Lead-Based Paint activities shall be performed by a U.S. EPA certified Risk Assessor. If the City has no certified Risk Assessor employed by it, the City is not obligated to conduct any lead-based paint activities, but those activities shall become the responsibility of the Subrecipient.

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24. A person who is debarred or suspended shall be excluded from federal financial and non-financial assistance and benefits under federal programs and activities. The general contractor and all subcontractors must

be registered with the System for Award Management (SAM) the official U.S. Government procurement system. SAM is used to check the debarment status of all contractors.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 92.505)

For non-profit organizations receiving HOME funds, if the non-profit organization is not a government Subrecipient, then the requirements of OMB Circular No. A-122 and the following sections of 24 CFR Part 84 apply to the Project: 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.

12. CONFLICT OF INTEREST (24 CFR 92.356)

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer or elected or appointed official of the City as Recipient, the Subrecipient or of any designated public agencies, who exercise or have exercised any functions or responsibilities with respect to HOME activities assisted pursuant to 24 CFR 92.356, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

The Subrecipient, its officers, employees, agent or consultant may not occupy a HOME-assisted affordable housing unit within the Project unless prior written authorization has been granted by the City. This provision does not apply to the Project manager or maintenance worker who is provided housing as part of the compensation for his services.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure LEP persons access to HUD benefits may violate Title VII Civil Rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a recipient of the Program Funds, the Subrecipient agrees that it shall comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires the Subrecipient maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its employees.

H. ANTI-LOBBYING

Section 319 of Public Law 101-121 of the Department of the Interior Appropriations Act prohibits the Subrecipient from using appropriated federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by the Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. AFFIRMATIVE MARKETING (24 CFR 92.351)

The Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 and the Affirmative Marketing Certification, Attachment 4 to the Project Description and Financing Requirements, Exhibit "A" attached to this Agreement. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible person in the City of North Las Vegas to the available program funding without regard to race, color, national origin, sex, religion, familial status, or disability. Subrecipient must have procedures to be used to inform and solicit applications from persons in the city of North Las Vegas who are not likely to apply for the housing rehabilitation program without special outreach.

K. MCKINNEY HOMELESS ASSISTANCE ACT (24 CFR PART 576)

The Subrecipient agrees to abide by 24 CFR Part 576, of the Stewart B. McKinney Homeless Assistance Act.

L. RECORD KEEPING (24 CFR 92.508)

The Subrecipient shall maintain records in accordance with 24 CFR 92.508. Records that must be maintained include but not limited to, the following: HOME Income Limits/Income Documents; Participant Selection Process; Household Income Verification Process and Third Party Supporting Documentation; Affirmative Marketing, Insurance Documentation; Operating Budgets; Agency Audits, to include 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" where applicable, other income and

expense records; and Rehab Standards Inspections, or equivalent, bid documentation, Contractor and Homeowner agreements, invoices, and proof of payment.

M. FORFEITURE OF FUNDS

Any material breach of the terms of this Section VI shall result in forfeiture of the Program Funds provided to the Subrecipient pursuant to this Agreement, or any part thereof, as determined appropriate by the City.

N. EXPIRATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City the Program Funds and Program files/records on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

O. PROPERTY STANDARDS AND INSPECTIONS (24 CFR 251 AND 92.504)

Housing that is constructed or rehabilitated with HOME funds must meet the applicable federal Uniform Physical Conditions Standards, or federal current inspection standard, 24 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and the applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of rehabilitation of each Project Property and for the duration of this Agreement. All other HOME-assisted housing (e.g., acquisition) must meet the applicable State and local housing quality standards and code requirements for the duration of this Agreement. Where relevant, the housing must be rehabilitated to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with State and local codes, and ordinances. Rehabilitation must address all health and safety deficiencies. The City will inspect each Project Property during rehabilitation and at completion to determine that it meets property and rehabilitation standards. Upon project completion, each major system installed as part of the rehabilitation of the Project Property must have a remaining useful life of five (5) years and must meet lead-based paint requirements of 24 CFR Part 35.

P. TREATMENT OF RECAPTURED PROGRAM FUNDS (24 CFR 92.503)

A sale, transfer or other conveyance of the Property is subject to the requirement that the amount of Program Funds previously invested in the Property and recaptured pursuant to Sections VI(M) and VI(N) above will be treated in accordance with 24 CFR 92.503 and Administrative Guidelines, NRS Chapter 319, and NAC 310 and must be returned to the City to be reinvested in other affordable housing units.

Q. DISPLACEMENT OR DISLOCATION OF TENANTS (24 CFR 353)

In conjunction with the HOME Program, the Subrecipient agrees to minimize displacement or dislocation of current tenants. If any tenants are displaced as a result of the Project, the Subrecipient agrees to assist with their relocation per 24 CFR 92.353 and assume sole financial responsibility for any liability associated with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR Part 24.

R. OMB CIRCULARS

The administration of the HOME Program is subject to the uniform policies and requirements of the Office of Management and Budget's Circulars (the "OMB Circulars") and federal regulations implementing the Circulars. The OMB Circulars set standards for the administration of grants, principles for determining what costs are allowable, and requirements for independent audits. The OMB Circulars also address many other management issues, including record keeping, procurement, bank accounts, and program income. The Subrecipient is required to be familiar with the OMB Circulars as it pertains to the federal funding received under this Agreement.

VII. FINANCIAL MANAGEMENT

A. Subrecipient agrees to comply with the applicable requirements of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

B. Annually, during the Period of Affordability, Subrecipient shall electronically deliver to the City a copy of the complete audit report. To the extent applicable, this audit has to comply with 2 CFR Part 200, Subpart F, entitled "Audit Requirements." Effective December 31, 2013, the Office of Management and Budget requires that grant recipients who expend \$750,000 or more during a one year period in federal funds aggregate, conduct an audit in accordance with 2 CFR Part 200, Subpart F. Any agency that expends between \$200,000 - \$749,999 in federal funds will be required to have a CPA Audited Financial Statement submitted to the County. The funds expended may be from one or multiple federal sources.

C. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

D. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon reasonable request to the City.

E. Subrecipient agrees that disbursement under this Resolution will be made only when the total amount of eligible reimbursable expenses exceeds \$1,000, excepting for the final request for payment under this Resolution. If Subrecipient requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds \$1,000.

F. Subrecipient agrees that it may not request disbursement of funds under the Resolution until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed; the City may require evidence documenting compliance to Davis-Bacon and Related Acts, when applicable, prior to releasing any funds.

G. An amount not to exceed the Ten Thousand Dollars and 00/100 (\$10,000.00) of the funds allocated under this Resolution will be retained until the Project is completed and the Subrecipient submits the following:

1. Documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;
2. A certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the HOME funds (from any source);
3. For projects involving new construction or rehabilitation, a completed form HUD-2516 "Contract and Subcontract Activity";
4. If applicable, a completed form HUD-40097 "Rental Housing Completion Project Report" or, for Subrecipient-occupied projects, form HUD-4096 "Home Ownership Project Completion Report";
5. Evidence that none of the project contractors or subcontractors were listed as disqualified on the System for Award Management (SAM);
6. Evidence of recording of the fully executed Deed of Trust and a copy of the fully executed Assignment of Deed of Trust securing Clark County's interest in the Property; and
7. Evidence that Subrecipient has provided the "Management Agent" with a copy of the HOME Program regulations and the specific HOME compliance requirements for the Project, when applicable.
8. Current Single Audit Report or Certification of Annual Federal Expenditures;
9. Copy of appraisal, when applicable; and
10. Current rent roll, when applicable.

H. Program Budget. Eligible expenditures for payment by the City will be made in accordance with the Rehabilitation Budget in the Housing Rehabilitation Contract for Single Family Residence and any approved Change Orders for each Project Property. All budget and contract modifications must be approved in writing by the Director of Land Development and Community Services, or designee.

I. Unexpended Program Funds. The Program Funds must be spent in a timely manner. In the event that City has reason to believe that the total amount of the Program Funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the Program Funds allocated hereunder to another eligible program and/or project.

Pursuant to 24 CFR 92.504(c)(2)(vii), the Subrecipient must transfer upon expiration or termination of this Agreement all of the unexpended Program Funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Program Funds provided pursuant to this Agreement.

VIII. MISCELLANEOUS PROVISION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. DEFINITION OF DEFAULT

If, during the term of this Agreement, any of the following occurs, the Subrecipient (i) fails to use affirmative marketing to obtain homeowners who are eligible to participate in the Project, (ii) does not maintain the required license to operate the business, or otherwise goes out of business, (iii) fails to defend, indemnify and hold the City harmless as required pursuant to Section V(C) above, (iv) fails to provide or maintain the insurance required in Section V(G) above, (v) a petition in bankruptcy is filed by or against the Subrecipient, or its permitted assignee, or an assignment by the Subrecipient, or its permitted assignee, is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar offer is appointed to take charge of all or a part of the Subrecipient, or its permitted assignee, or the Property, or the Subrecipient, or its permitted assignee, is adjudicated to be bankrupt; or (vi) fails to perform any of its other obligations required under this Agreement, and the occurrence is not remedied after 30 days written notice of default is provided by the City to the Subrecipient pursuant to Section VIII(E) below, then the City may declare the Subrecipient to be in default of this Agreement, and the City shall be entitled to the enforce the remedies set forth in Section VIII(C) below.

C. FEDERAL AND CITY REMEDIES AND ENFORCEMENT PROCEDURES

The Subrecipient and the City hereby agree that this Agreement is subject to federal enforcement procedures identified in 24 CFR Part 84.62. Upon the occurrence of any events of default set forth in Section VIII(B) above, and in addition to any other legal or equitable remedies that may be available, the City shall have the right to the following remedies:

1. Demand repayment of the Program Funds previously paid to the Subrecipient for the activity or action not in compliance with this Agreement;
2. Terminate this Agreement, which shall be implemented by written notice to the Subrecipient stating the effective date of such termination;
3. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe action as may be required by the U.S. Department of Housing and Urban Development, as the awarding federal agency;
4. Disallow use of undisbursed Program Funds and matching credit for all or part of the cost of the activity or action not in compliance with the requirements of this Agreement;

5. Whole or partial suspension of this Agreement, and the current allocation of Program Funds hereunder, for the Project;

6. Withhold any further awards by the City for the Project; and/or

7. Pursue such other legal or equitable remedies as may be available to the City.

After the expiration of the cure period set forth in Section VIII(B) above, any one or more of the remedies set forth herein selected by the City shall be implemented by written notice to the Subrecipient pursuant Section VIII(E) below stating the effective date of the remedy. The City reserves the right to set the terms and conditions for any suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. In addition to the above, the Subrecipient acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR Part 84.62.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions are not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion.

E. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

City: Director of Land Development and Community Services
City of North Las Vegas
City Hall, First Floor
2250 Las Vegas Blvd., N., Suite 114
Las Vegas, Nevada 89030
Fax No. 702-642-1511

Subrecipient: Rebuilding Together, Southern Nevada.
Robert Cleveland,
611 South 9th Street
Las Vegas, Nevada 89101
Fax No. (702) 739-3005
Email address: BCleveland@rtsnv.org

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein.


F. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days of any of the following changes: Key staff personnel, Executive Director, changes of more than half of the Board of Directors, Subrecipient name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF NORTH LAS VEGAS

By  September 5, 2018
John J. Lee, Mayor, Date


REBUILDING TOGETHER, SOUTHERN
NEVADA

By  8.8.18
Robert Cleveland, Executive Director, Date

ATTEST:

 September 5, 2018
Catherine A. Raynor, MMC, City Clerk Date

APPROVED AS TO FORM:

 September 5, 2018
Micaela Rustia Moore, Date
City Attorney

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ATTACHMENTS TO EXHIBIT A

- Attachment 1: HOME Program Income Guidelines (Section C1b)
- Attachment 2: Homeowner Deferred Loan Agreement (Section 3a)
- Attachment 3: Short Form Deed of Trust Securing Homeowner Deferred Loan Agreement (Section 3b)
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EXHIBIT B: PROGRAM BUDGET

EXHIBIT A

PROJECT DESCRIPTION AND FINANCING REQUIREMENTS

EXHIBIT "A"
PROJECT DESCRIPTION AND FINANCING REQUIREMENTS

A. PROJECT DESCRIPTION. The Subrecipient will administer the Project according to the requirements set forth in this Project Description and Financing Requirements (the "Project Description"). The Project is intended to serve North Las Vegas households at or below 80% of the area median income for the area and to correct housing deficiencies and other needs deemed essential for basic health, safety and energy conservation for North Las Vegas single family homes with a preference for homes located in the city's Neighborhood Revitalization Service Area (NRSA) boundary areas (Attachment 5) to include residents of North Valley, Arrowhead Acres and College Park neighborhoods. The rehabilitation work is intended to address building code issues, roofing, heating and air conditioning, plumbing (including fixtures and water heater), lighting, flooring and other repairs to extend the life and energy efficiency of these homes. The energy efficiency improvements would include, but are not limited to, air sealing, insulation, weather stripping, low-E windows, duct repair or replacement and the installation of water conserving fixtures. The rehabilitation work must comply with the 2012 International Building Code (IBC), 2012 Uniform Plumbing Code (UPC), 2012 Uniform Mechanical Code (UMC), 2011 National Electric Code (NEC), 2009 International Energy Conservation Code and the North Las Vegas Rehabilitation Standards. Any new codes or amendments to existing codes adopted by the City will automatically become applicable to the rehabilitation work to be performed on each Project Property approved for financial assistance by the Subrecipient.

B. DESCRIPTION OF PROJECT APPLICATION AND SELECTION PROCESS

1. Review of Applications. The Subrecipient is to screen and select potential Project participants in a consistent and unbiased manner. Each homeowner who desires to apply for financial assistance must fill out an application in person at the office of the Subrecipient or a designee's office. Each application is to be approved on a "first come, first served" basis with special consideration given to a Project Property with at least one deficiency that presents a threat to the health and safety of the occupants, or that significantly contributes to neighborhood blight. An application must be denied if it is determined that the building and other code related deficiencies are too severe or costly to be effectively and efficiently addressed within maximum \$50,000 of financial assistance permitted under the Project.

2. Required Information. In connection with each submitted application, the homeowner must provide the following information: (i) acceptable third party verification of all sources of annual gross income (this should include employment, benefits, pensions, food stamps and any similar sources of benefits), and all assets for the household for documentation of initial eligibility, (ii) a copy of the birth certificate of the homeowner and each member of the household, or copy of a state or government identification card, and (iii) documentation of the homeowner's ownership of the Project Property.

3. Project Property Inspection. If an application is approved for financial assistance, the Subrecipient and staff from the Office of Land Development and Community Services will conduct an inspection to assess the rehabilitation needs of the Project Property. The Subrecipient will prepare a scope of work after taking into consideration the needs of the owner-occupant and the North Las Vegas Home Rehabilitation Standards. A cost estimate of the scope of work and project budget will be prepared by Subrecipient for approval by the City for each Project Property. The proposed rehabilitation work must include those items deemed necessary to meet minimum health and safety standards and must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project

completion. If construction cost estimates exceed \$50,000, the application for financial assistance must be rejected by the Subrecipient. If estimated construction costs do not exceed the \$50,000 limit, the Subrecipient will use appropriate means to determine the ratio of estimated rehabilitation cost to home value (Section V, part N).

4. **Project Property Testing.** The Subrecipient shall test, or cause to be tested, each Project Property for asbestos, and lead based paint if the home located thereon in North Las Vegas. Mold testing will be conducted if recommended by the Subrecipient, the City or a licensed contractor. If the Project Property has gas appliances, the Subrecipient shall conduct, or cause to be conducted, a Combustion Appliance Safety (CAS) Test to detect defects and hazards that may jeopardize the health and safety of the home occupants. The Test shall be conducted by a certified energy auditor or certified inspector. The temporary relocation of the homeowner will be considered on a case-by-case basis if necessary as part of any remediation processes involving lead based paint, asbestos, mold or other health and safety issues.

C. SUBRECIPIENT RESPONSIBILITIES IN ADMINISTERING THE PROJECT

1. Determination of Project Eligibility Requirements

a. **Homeowner Requirements.** The Subrecipient is responsible for determining if a homeowner qualifies for financial assistance under the Project. In order to qualify for financial assistance, the homeowner must: (i) be a U. S. citizen or legal resident, (ii) have a household income that is at or below 80% of the Area Median Income ("AMI") adjusted for family size, (iii) own the Project Property to be rehabilitated with the financial assistance provided under the Project, (iv) not own another home or property, (v) be willing to comply with the requirements set forth Section 7(a) below after the completion of the rehabilitation of the Project Property, and (vi) be willing to execute a Homeowner Deferred Loan Agreement and a deed of trust as security for the performance of the homeowner's obligations set forth therein.

b. **Household Income Requirements.** The Subrecipient shall determine the annual gross income of each member of the homeowner's household using CPD Income Eligibility Calculator located on the HUD Exchange webpage (<https://www.hudexchange.info/incomecalculator/>) or the Income Calculations Guidelines set forth in 24 CFR Part 5. "Annual gross income" is defined in 24 CFR 92.216. In determining the annual gross income, the Subrecipient shall examine source documents, such as, wage statements, interest statement, unemployment compensation statement, Social Security benefits, and disability benefits of adult residents and the other sources of income to the household. The homeowner's household income must be at or below 80% of the Area Median Income adjusted for family size as set forth in the HOME Program Income Guidelines, Attachment 1 to this Project Description.

c. **Preliminary Title Report.** If the household income requirements are satisfied as required is subsection (b) of this Section, prior to the approval of the application of each Homeowner, the Subrecipient will order a current title report verifying that ownership of the Project Property is held in a manner acceptable to the City and showing all of the existing mortgages and liens recorded against the Project Property. The preliminary title report must show that the applicant is the owner of the Project Property in order to be approved for financial assistance.

d. Project Property Requirements. The Subrecipient is responsible for determining if the Project Property is eligible for rehabilitation. In order to receive financial assistance under the HOME Program, the Project Property must be: (i) located within the corporate boundaries of the City, (ii) owned and occupied by the homeowner for at least one year prior to applying for financial assistance under the Program, (iii) a permanent, habitable structure that is economically feasible to rehabilitate, (iv) in compliance with local zoning ordinances for residential use, (v) maintained according to acceptable community standards, and free of any blight located outside the home, (vi) free of any liens or judgments that would jeopardize the housing rehab funding, (vii) a detached single-family home (manufactured homes are not eligible), (viii) without any delinquent taxes due and owing, (ix) with current fire and hazard insurance in amount acceptable to the City in effect on the Project Property, and (x) at or below the current HOME Homeownership Value Limit after the completion of the rehabilitation work.

All prior alterations or additions to the Project Property must have been inspected and approved by the Building and Safety Department of the City at the time the work was completed. In the event that the Project Property does not have final approval by the Building and Safety Department, the CNLV Housing Rehabilitation Specialist can schedule for an inspector to inspect the property and identify what would need to be completed to bring the alteration or addition of the Project Property in order to obtain approval by the City. The Project will not cover the repair costs required to obtain approval by the City of the unpermitted alterations or additions to the Project Property.

e. Appraisal of Rehabilitated Property. After completion of the rehabilitation, the market value of the Project Property cannot exceed 95% of the median purchase price as established according to 24 CFR 92.254. As a condition to approving the application for financial assistance, the Subrecipient agrees to obtain a market value of the Project Property, which states the valuator's opinion of the market value of the Project Property on completion of the rehabilitation work will not exceed the current HOME Program Homeownership Value Limits.

2. Approval of Financial Assistance. If the requirements set forth in subsection 1 of Section C above are satisfied, the Subrecipient shall approve the homeowner's requested financial assistance for the purpose of rehabilitating the Project Property. The financial assistance will be provided in the form of a deferred loan in an amount not-to-exceed the cost of rehabilitating the Project Property (the "Deferred Loan"), which shall not exceed a maximum limit of \$50,000. The Deferred Loan is interest free, and need not be repaid to the City if the homeowner complies with the requirements set forth in Section 4(a) below and the Homeowner Deferred Loan Agreement.

3. Execution of Required Documents

a. Execution of Homeowner Deferred Loan Agreement. For each Project Property approved for financial assistance, the Subrecipient shall execute the Homeowner Deferred Loan Agreement with the homeowner, which provides for a deferred loan in the amount set forth therein. The Homeowner Deferred Loan Agreement shall be substantially in the form of Attachment 2 to this Project Description.

b. Execution of Short Form Deed of Trust. Subsequent to the approval of the homeowner for financial assistance, and prior to the commencement of any work on the Project Property, the Subrecipient shall obtain execution by the homeowner of the Short Form Deed of Trust Securing

Performance of Deferred Loan Agreement (the "Short Form Deed of Trust"), which the Subrecipient shall record as part of Public Records of the Clark County Recorder's Office. The Short Form Deed of Trust shall serve as security for performance by the homeowner of the requirements set forth in the Homeowner Deferred Loan Agreement, including repayment of the Deferred Loan in the event the homeowner fails to comply with the requirement set forth in Section 9(a) below. The Subrecipient shall be named as Trustee, and the City as Beneficiary, under the Short Form Deed of Trust. The Short Form Deed of Trust shall be substantially in the form of Attachment 3 to this Project Description.

c. Execution of Housing Rehabilitation Contract for Single Family Residence. For each Project Property approved for rehabilitation, the Subrecipient shall execute the Housing Rehabilitation Contract for Single Family Residence (the "Rehabilitation Contract") for completion of the rehabilitation work more fully described therein with the contractor selected pursuant requirements set forth in Section 2 below. The Rehabilitation Contract shall be substantially in the form of Attachment 4 to this Project Description.

4. Monitoring and Enforcement of Post Rehabilitation Requirements.

a. Post Rehabilitation Owner Requirements. The Subrecipient is responsible for monitoring the homeowner for compliance with the requirements set forth herein. For the appropriate Period of Compliance determined pursuant to subsection b of this Section, the homeowner must comply with the following requirements: (i) the Project Property must be used as the homeowner's principal place of residence, (ii) title or possession of the Project Property must not be sold, transferred, conveyed or otherwise encumbered (except as permitted herein in connection with refinancing of an existing mortgage), (iii) the Project Property must not be unoccupied for a period of 60 days, and (v) comply with the requirements of the Homeowner Deferred Loan Agreement entered into between the Subrecipient and the homeowner. If the homeowner fails to comply with the requirements set forth herein, the homeowner will be required to repay the Deferred Loan used to rehabilitate the Project Property in an amount determined pursuant to Section 7 below. If the homeowner dies during the Period of Compliance (Affordability Period), the deferred loan shall be repaid to the City upon the death of the Homeowner, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Homeowners, the deferred loan shall be repaid upon the death of the last surviving Homeowner. The Project Property must be insured with general liability and property hazard insurance (and flood control insurance if the property is located in a flood plain) in the amount equal to the market value of the Project property after completion of the rehabilitation work and the City must be named under each policy of insurance as an additional insured party thereunder.

The City will not subordinate its lien from the recorded Short Form Deed of Trust to any future mortgage or encumbrance except to refinance an existing mortgage if it results in a lower interest rate and mortgage payment of \$100 or more per month.

b. Period of Compliance (Affordability Period). The Period of Compliance in effect for each Project Property will be set forth in the Homeowner Deferred Loan Agreement between the Subrecipient and the homeowner, and will be determined according to the following amounts of financial assistance provided to the homeowner:

- | | |
|-------------------------------------|----------|
| ▪ Up to \$14,999 | 5 year |
| ▪ \$15,000 to less than \$40,000 | 10 years |
| ▪ \$40,000 to no more than \$50,000 | 15years |

The Period of Compliance for each Project Property commences to run from the project completion dated, which is the day the Office of Community Services enters the information concerning completion of the rehabilitation work into the Integrated Information and Disbursement System as required by HUD.

c. Repayment Schedule. If, subsequent to the completion of the rehabilitation of the Project Property, the homeowner fails to comply with the requirement set forth in Section 4.above, then the Subrecipient agrees to demand the repayment of the financial assistance from the homeowner in the amount set forth herein.

For the period set forth below after the completion of the rehabilitation of the Project Property, repayment will be in the following amounts:

If the homebuyer transfers the property within the first 5 years of purchase, regardless of the amount of assistance received, the entire loan amount will be deemed repayable to the City.

If the homebuyer receives assistance in an amount greater than \$15,000 and less than \$40,001, and sells, transfers, or otherwise loses possession of the property after the 5-year period, the prorated repayment schedule below will apply.

Deferred loan with 10 year affordability:

- Through year 5 = 100% of loan
- Through the end of year 6 = 50% of loan
- Through the end of year 7 = 40% of loan
- Through the end of year 8 = 30% of loan
- Through the end of year 9 = 20% of loan
- Through the end of year 10 = 10% of loan
- At the end of the 10th year, no repayment required

If the homebuyer receives assistance in an amount greater than \$40,001 and sells the property after the 5-year period, the prorated repayment schedule below will apply.

Deferred loan with 15 year affordability:

- Through year 5 = 100% of loan
- Year 6 through the end of year 7 = 50% of loan
- Year 8 through the end of year 9 = 40% of loan
- Year 10 through the end of year 11 = 30% of loan
- Year 12 through the end of year 13 = 20% of loan
- Year 14 through the end of year 15 = 10% of loan
- At the end of the 15th year, no payment required

Any payment by the homeowner shall be made by check issued directly to and in the name of the City of North Las Vegas, Neighborhood and Leisure Services. If the homeowner repays the financial assistance in the amount as determined above, the Subrecipient will obtain a Deed of Re-Conveyance executed by the City, which re-conveys the City's beneficial interest in the Project Property. The Subrecipient is responsible for recording the Deed of Re-Conveyance in the Clark County Recorder's Office, and providing a copy of such recorded document to the homeowner.

d. Enforcement Procedures. If the homeowner fails to comply with the requirements set forth in subsection a of this Section, and does not repay the Deferred Loan in the amount required under subsection c of this Section, the Subrecipient shall institute foreclosure proceeding as provided under the Short Form Deed of Trust executed by the homeowner pursuant to Section C(3)(b) above.

5. Insurance. For each Project Property approved for financial assistance, the Subrecipient shall require each homeowner to procure and maintain during the term of the Homeowner Deferred Loan Agreement the following insurance policies: (i) a homeowner policy of fire, hazard and liability insurance on the Project Property; and (ii) a homeowner policy of flood insurance, if the Project Property is located in a flood plain. The amount of the insurance coverage required herein must reflect the reconstruction or replacement costs of the home located on the Project Property as rehabilitated. The policies of insurance required herein shall name the Lender and the City as additional insured parties thereunder.

The Subrecipient shall require the homeowner to furnish, or cause to be furnished, to the Subrecipient on an annual basis a copy of the certificate of insurance for each of the policies of insurance required herein demonstrating that such insurance is in effect on the Project Property. The certificate of insurance must state that the insurance company will provide a 30-day notice to the insured parties thereunder of any impending lapse, cancellation or material change in such coverage. The Subrecipient must provide the City with a copy of the annual certificates of insurance within a reasonable time after receipt thereof from the homeowner or the insurance company.

6. Title Insurance. With the completion of the rehabilitation of each Project Property, the Subrecipient agrees to obtain and pay for a CLTA lender or mortgage policy of title insurance, in a form acceptable to the City and in the minimum amount of the Deferred Loan provided to the Homeowner. The policy must be issued in the name of the City as the insured party thereunder, and properly insure the City's interest in each Project Property as the Beneficiary under the Short Form Deed of Trust issued as security for the Deferred Loan. The title insurance shall be issued prior to the disbursement of any of the proceeds of the Deferred Loan for the purpose of reimbursing the Subrecipient for eligible Project costs.

7. Affirmative Marketing of Project. In conformance with 24 CFR 92.351, the Subrecipient agrees to implement an affirmative marketing campaign as set forth in the Affirmative Marketing Certification, Attachment 5 to this Project Description. The affirmative marketing campaign shall provide information to attract eligible person in the City to the Project, without regard to race, color, national origin, sex, religion, familial status, or disability. The Subrecipient shall advertise the Project in a manner that all eligible low-income households have the opportunity to apply for assistance. The Subrecipient must have special outreach procedures in place to inform and solicit applications from persons in the City who are "least likely to apply" for available housing rehabilitation assistance under the Project. Special outreach must be made to eligible homeowners with a physical disability or inability to access public transportation exits who are unable to visit the Subrecipient's office to complete an application, in which case visits with

the case manager at an alternate location should be made available on an individual basis.

8. Maintenance of Project Records. For each person submitting an application (regardless of whether the person is approved or denied financial assistance), the Subrecipient will provide Housing and Neighborhood Services, as applicable, with the following information: (i) Homeowner's name, (ii) contractor's name and address, (iii) Project Property address, (iv) the market value of the Project Property after completion of the rehabilitation work, (v) cost of rehabilitation, (vi) the number of bedrooms, (vii) the household size, (viii) the racial breakdown of persons served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other, (ix) the number of persons who report a Hispanic ethnicity, (x) the number of low and very low income persons served as defined by the HOME Program Income Guidelines, (xi) the number of handicapped persons served, (xii) the number of elderly (at least 62 years of age) served, (xiii) the number of single non-elderly persons served, (xiv) the number of single parent households served, (xv) the number of two parent households served, (xvi) the number of other households not included in (xii) through (xv), and (xvii) if possible, the veteran status of the homeowner or the veteran status of the deceased spouse of the homeowner.

D. SELECTION OF REHABILITATION CONTRACTOR

1. Pre-Bid Work Estimate. Prior to the receipt of any bids, the Subrecipient and Housing and Neighborhood Services must prepare a cost estimate of the rehabilitation work. The cost estimate will be used to determine if the bids subsequently received from contractors are reasonable and necessary for the rehabilitation of the Project Property. The cost estimate will be placed in the homeowner's file maintained by the Subrecipient, with a copy thereof provided to Housing and Neighborhood Services for inclusion as part of its internal file.

2. Contractor Eligibility Requirements. Any contractor wanting to participate in the City's rehabilitation projects may submit a written request to be placed on the City's approved bid list maintained by Housing and Neighborhood Services for its rehabilitation projects. The contractor must possess a current A, B, B-2 or C-3 Contractors License issued by the State of Nevada and must be registered in the System for Award Management maintained by the Federal Government. The written request must be made under the company's letterhead, which includes the following information: (i) the Nevada State Contractors license number in the appropriate category, (ii) a copy of a duly issued and an active City business license, (iii) a copy of liability and worker's compensation insurance coverage, (iv) the approved bonding capacity of the company, (v) a statement if the contractor is a disadvantaged business enterprise, and (vi) a minimum of three references.

The City, through its Neighborhood and Leisure Services Division may reject, in writing, any contractor's request due to deficiencies of the above items or if information received from the State Contractors Board, the Better Business Bureau of Southern Nevada, or some other professional monitoring group indicating the financial instability of the contractor, or that there exists an excess of unresolved complaints against the contractor. The Subrecipient and the City will periodically review the status of contractors on the bid list. Generally, bids are solicited from general contractors, except in emergency cases where bids from specialized contractors will be solicited. The approved bid list is available for review by all approved homeowners participating in any rehabilitation project of Housing and Neighborhood Services. Prior to

the award of any rehabilitation contract, the Subrecipient will determine if the contractor or any subcontractor is listed on the Debarment List maintained by the Federal Government.

3. Notification of Rehabilitation Projects. The Subrecipient will notify all contractors on the approved bid list when rehabilitation projects are available for bid. Notification may be accomplished by telephone calls, faxes, mailings, e-mail and/or public legal notice. Bid packets containing the technical specifications, forms and pertinent information may be picked up by the potential bidders at the offices of the Subrecipient. **Any contractors not attending the pre-bid walk-through of the Project Property subject to rehabilitation will not be eligible to submit a bid.**

Sealed bids will be submitted and opened at the time and place designated in the bid instructions. All bids will be reviewed for completeness by the Subrecipient. Any incomplete bid is to be rejected by the Subrecipient. The bid results will be distributed to all bidders. The bid will be awarded to the lowest responsive and responsible bidder. Aside from low bid price, in determining the responsibility of the bidder, Subrecipient is to consider previous performance, financial ability, delivery promise, and other pertinent factors. The contractor awarded the bid will be notified in writing, and the Subrecipient's Project Manager and contractor will mutually determine the time and deadline for completing the rehabilitation work under the contract.

An Environmental Review (ER) must be completed prior to any agreement being executed between the Subrecipient and the rehabilitation contractor, and the project set-up section of the Project Set-up and Completion Report, Attachment 6 to this Project Description, must be completed and submitted to Housing and Neighborhood Services. **No work shall commence until the issuance of the Notice to Proceed by Neighborhood Services and the building permits required by the City.**

4. Payment Options to Contractor. The Subrecipient makes available to the contractor the selection of one of the two following payment options:

(a) Single Payment: Within five days of completion of work, the contractor may submit one invoice in the total amount of the contract to RTSNV staff for payment **along with a Release of Lien from each of the subcontractors who performed work on the project.** The contractor will receive a check within 4 weeks of submittal of an approved invoice.

(b) Progress Payments: The contractor may elect to receive partial payment upon verification of work when the project is 50% completed. A Release of Lien from each of the subcontractors who performed work on the project will be required prior to any payments to the contractor.

5. Project Completion. In order to be deemed completed, at the completion of the rehabilitation work of each Project Property, the Subrecipient must provide to the City the following documents: (i) a copy of the contractor's lien releases for the contractor's and each subcontractor's performing work on the Project Property, (ii) a completed Project Start-Up and Completion Report, (iii) a copy of the Notice of Completion (the City's Final Inspection), and, if applicable, (iv) a copy of approved inspection cards issued by the Department of Building and Safety of the City. Final payment will not be issued until the Subrecipient complies with these requirements

Attachment 1

2018 INCOME GUIDELINES

FY 2018 Income Limits Summary								
	FAMILY SIZE							
FY 2018 Income Limits Category	1	2	3	4	5	6	7	8
80% AMI	\$39,250	\$44,850	\$50,450	\$56,050	\$60,550	\$65,050	\$69,550	\$74,000

(effective June 1, 2018)

Attachment 2

Homeowner Deferred Home Loan Agreement

**DEFERRED LOAN AGREEMENT
CITY OF NORTH LAS VEGAS SINGLE FAMILY OWNER OCCUPIED
REHABILITATION PROGRAM**

This HOME Single Family Owner Occupied Rehabilitation Program DEFERRED LOAN AGREEMENT ("AGREEMENT"), is made on _____ by between the City of North Las Vegas (the "City") and _____, (hereinafter referred to as the "Homeowner").

WHEREAS, the City of North Las Vegas (the "City") has made available funds to be administered as deferred loans to HOME Single Family Owner Occupied Rehabilitation (SFOOR) Program eligible homeowners; and

WHEREAS, the City desires to provide financial assistance and thus make available rehabilitation opportunities to SFOOR eligible households; and

WHEREAS, the Homeowner has satisfied the criteria established by the City for eligibility for a SFOOR deferred loan.

NOW THEREFORE, Homeowner agrees to borrow from the City a deferred loan at zero percent interest, subject to the following conditions, restrictions and covenants:

I. SFOOR FUNDS

The funds which are the subject of this Agreement, and which have been or will be provided to the Homeowner as financial assistance for the rehabilitation of the Homeowner's permanent residence located at (insert street address of property), North Las Vegas, NV _____, herein called "Homeowner's Residence" are **SFOOR** funds. The HOME funds shall provide funding for a deferred loan at zero percent interest to the Homeowner in the principal amount of \$ _____ which shall be evidenced by, among other things, a promissory note executed by Homeowner naming the City as Beneficiary ("Promissory Note"). The deferred loan shall be used to satisfy costs in accordance with the Promissory note dated _____, 20____, as agreed to by the Homeowner and by this reference made a part hereof, for the rehabilitation of the Homeowner's Residence. The legal description of Homeowner's Residence is attached hereto as Exhibit "A" sometimes hereinafter referred to as the "Property".

II. TERMS OF THE LOAN AND REPAYMENT

The Homeowner understands and agrees that the deferred loan is for the benefit of the Homeowner only and only as long as the Homeowner resides in the Homeowner's Residence for a term of _____ continuous years (referred to as the Period of Affordability).

The Homeowner agrees that the SFOOR deferred loan must be recaptured upon sale, transfer, lease or change of ownership or alienation of the property during the Period of Affordability. Recapture of funds upon sale will be limited to "Net Proceeds" if any. Net Proceeds are defined

as the sales price minus loan repayment and closing costs. The distribution of Net Proceeds as set forth in 92.254 (a)(5)(ii)(A)(4) will apply.

The Homeowner further agrees that any funds advanced as a deferred loan for financial assistance in the rehabilitation of the Homeowner's Residence shall be for the Homeowner's primary housing unit, i.e., that unit in which the Homeowner primarily resides.

The Homeowner further agrees that throughout the Period of Affordability, the deferred loan shall be repaid to the City upon the death of the Homeowner, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Homeowners, the deferred loan shall be repaid upon the death of the last surviving Homeowner.

In the event of divorce between two Homeowners, the deferred loan shall be repaid from the net proceeds of the sale of the property, unless one of the Homeowners is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Homeowner who continues to reside in the Homeowner's Residence for the Period of Affordability, or on the sale, transfer, or any other change of ownership of Homeowner's Residence during the Period of Affordability.

Upon verification by the City that the Homeowner is in breach of any terms of this Agreement, the City, at its discretion, may notify the Homeowner in writing of said breach by mailing by certified mail a Notice of Breach to the Homeowner and demanding immediate cure or correction of the breach. The Homeowner shall have a period of thirty-five (35) days from the date of the Notice of Breach to correct the breach. If the breach is not corrected within that period, the deferred loan must be repaid in full within ninety (90) days from the date of the Notice of Breach unless agreed otherwise by the City.

However, notwithstanding the above, the deferred loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

If the client does not remain in the property during its Period of Affordability, then the property must be sold at Fair Market Value and the Net Proceeds from the sale returned to the City.

At the end of the Period of Affordability, the client shall contact the City who in turn shall issue a Substitution of Trustee and Deed of Reconveyance. The City will then execute the Substitution of Trustee and Deed of Reconveyance and submit said documents to City.

The City will subordinate its Deed of Trust to only the first lien-holder, usually the applicant's primary mortgage. The City will consider a subordination agreement under the following circumstances:

- A). A homeowner receiving Housing Rehabilitation requests that the City execute a subordination agreement as part of a refinance of the homeowner's primary residence;

B). As part of the refinancing, either (1) the homeowner is participating in the FHA Streamline Refinance Program without an appraisal and which reduces the interest rate of the primary lender's loan, or (2) the homeowner is refinancing through any other foreclosure prevention program, and one of the following applies:

- The refinance is to modify the first mortgage to reduce the monthly payment to a minimum of fifty dollars (\$50), provided that no cash is taken out of the transaction;
- The refinance is to secure funds to cover emergency, non-insured property damage to the home (must be approved by the City), provided no cash is taken out of the transaction other than is needed to cover the damage; or
- The refinance is to secure funds to cover major, non-insured medical treatment (must be approved by the City), provided that no cash is taken out of the transaction other than that needed to cover the treatment.

C). The refinancing reduces the homeowner's monthly mortgage expenses or otherwise assists the homeowner in remaining current on the mortgage payments or the refinancing mitigates the foreclosure crisis by forestalling foreclosures.

If a property owner qualifies and is allowed a subordination agreement, and is not participating in the FHA Streamline Refinance Program, the following documents must be presented to the City for consideration:

- Subordination Agreement
- HUD-1 Settlement Statement
- Appraisal
- Good Faith Estimate and Truth in Lending Statement
- Loan Agreement
- New Promissory Note
- New Deed of Trust Securing Note

A minimum of thirty days is required for review as City staff must present subordination documents to the Legal Department and City Manager.

III. ADEQUATE INSURANCE

The Homeowner further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Homeowner's Residence which will adequately cover and secure the property and its contents in the minimum amount of \$_____ or its fair market value, whichever is higher. The Homeowner agrees to have the City listed as an additional insured on the policy and to provide the City with a Certificate of Insurance that conforms to this provision. Homeowner agrees to provide to the City at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Homeowner shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Homeowner also agrees to maintain the Homeowner's Residence in accordance with all building, fire, health and other applicable codes during the Period of Affordability of the Agreement.

V. DEED RESTRICTIONS

The Homeowner further agrees and understands that the Single Family Rehabilitation Program requires that during the Period of Affordability, the Homeowner's Residence assisted with HOME funds must remain affordable until the Homeowner's Property is sold, transferred or otherwise alienated and the subsidy provided by funds is recaptured. Homeowner agrees to execute the Promissory Note and a Deed of Trust of given date herewith granting the property of Homeowner's Residence naming the City as Beneficiary ("Deed of Trust") and to comply with and/or acknowledge the following requirements and restrictions:

- (1) The term of compliance is _____ years.
- (2) The City will notify the Homeowner of the precise date of commencement of the compliance;
- (3) The Property must be used as the Homeowner's principal residence;
- (3) No subleases of Homeowner's Residence are allowed;
- (4) SFOOR funds must be recaptured upon sale, transfer or change of ownership of Homeowner's Residence. If the SFOOR homeowner does not remain in the property during its affordability period, then the property must be sold at Fair Market Value and the Net Proceeds from the sale, returned to the City;
- (5) In the event of foreclosure, the City will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the SFOOR funds in the property and all restrictions contained in this Article V and the Deed of Trust will terminate.

VI. ATTORNEY'S FEES AND COURT COSTS

The Homeowner agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Homeowner shall pay for any and all legal costs, including attorney's fees and court costs incurred by the City in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VII. SECURITY

The Homeowner agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Homeowner, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

The City acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Homeowner to provide partial purchase money financing for Homeowner's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recognition of this Security Instrument. The City acknowledges and agrees that this Agreement and all rights hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under

the First Deed of Trust ("Senior Lien Holder"). The beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Agreement. This Deed of Trust will only be subject to subordination to any replacement of the First Deed of Trust as outlined in Section II of this Agreement including a refinance of the first mortgage through the FHA Streamline Refinance Program. The first Deed of Trust and this Second Deed of Trust should be recorded simultaneously, if possible.

IX. NO ASSUMPTION

The Homeowner agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective HOME homebuyer, person or entity during the Period of Affordability of the Agreement.

DATED this _____ day of _____, 20__.

HOMEOWNER _____

HOMEOWNER _____

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

CITY OF NORTH LAS VEGAS

By: _____
City Manager

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

Attachment 3

Deed of Trust Securing Homeowner Deferred Loan Agreement

**HOME SINGLE FAMILY OWNER OCCUPIED REHABILITATION (SFOOR)
PROGRAM
DEED OF TRUST for HOMEBUYER)**

**HOME SINGLE FAMILY OWNER OCCUPIED REHABILITATION (SFOOR)
PROGRAM
DEED OF TRUST for HOMEBUYER**

APN: _____

WHEN RECORDED RETURN TO:

City of North Las Vegas
2250 Las Vegas Blvd. North Suite 208
North Las Vegas, NV 89030
ATTN: Housing and Neighborhood Services
MAIL TAX STATEMENTS TO:

DEED OF TRUST WITH AFFORDABILITY COVENANTS AND RESTRICTIONS

THIS DEED OF TRUST, made this _____ day of _____, 20__, between (insert name of borrower), herein called TRUSTOR, whose address is (insert address of property), North Las Vegas, Nevada (zip code); and (nonprofit) _____ called TRUSTEE, whose principal office is located at _____ and City of North Las Vegas, a Nevada municipal corporation, herein called BENEFICIARY, whose address is 2250 Las Vegas Blvd., N., Suite 208, North Las Vegas, NV 89030.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of North Las Vegas, Clark County, State of Nevada described as:

Insert Legal Description of Applicant's Residence

and commonly known as (insert street address of property) _____ ("Property")

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the HOME Single Family Owner Occupied Rehabilitation Program Deferred Loan Agreement executed by TRUSTOR on the _____ day of _____, 20__ ("HOME Single Family Owner Occupied Rehabilitation Program Deferred Loan Agreement") and incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note

dated _____, 20__, in the principal sum of (\$ _____),
executed by TRUSTOR in favor of BENEFICIARY, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the HOME Single Family Owner Occupied Rehabilitation Program Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

BENEFICIARY acknowledges that the Property is or may be encumbered by one deed of trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR's acquisition of the Property, which will be recorded in the Official Records of Clark County, Nevada prior to recognition of this Deed of Trust. BENEFICIARY acknowledges and agrees that this Deed of Trust and all rights of BENEFICIARY hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Deed of Trust. This Deed of Trust will only be subject to subordination to any replacement of the First Deed of Trust as outlined in the HOME Single Family Owner Occupied Rehabilitation Program Deferred Loan Agreement including a refinance of the first mortgage through the FHA Streamline Refinance Program.

FURTHER, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the TRUSTEE.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance is _____ years;
2. The Property must be used as TRUSTOR's principal residence;
3. No subleases of the Property are allowed;
4. HOME funds must be recaptured upon the sale, transfer or change of ownership of the Property during the affordability period provided by the HOME Single Family Owner Occupied Rehabilitation Program Deferred Loan Agreement;
5. Upon the sale of the property (voluntary or involuntary) during the affordability period, the recaptured amount is limited to the net proceeds, if any;
6. In the event of foreclosure, the BENEFICIARY will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the

HOME Single Family Owner Occupied Rehabilitation Program funds in the property and all restrictions contained in this Deed of Trust and the Agreement will terminate;

7. If TRUSTOR does not remain in the property during its affordability period, other than through the sale of the Property, then the property must be sold at fair market value and the net proceeds from the sale returned to the BENEFICIARY.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address set forth:

City of North Las Vegas
2250 Las Vegas Blvd., N., Suite 208
North Las Vegas, NV 89030
Attn: Housing and Neighborhood Services Division

Trustor:

Trustor:

STATE OF NEVADA)
 ss:
COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

Attachment 4

Housing Rehabilitation Contract for Single Family Residence

(Single Family Owner Occupied Rehabilitation Program

OWNER/CONTRACTOR AGREEMENT)

**CITY OF NORTH LAS VEGAS
SINGLE FAMILY OWNER OCCUPIED REHABILITATION PROGRAM (SFOOR)
OWNER/CONTRACTOR AGREEMENT**

OWNER: _____

PROPERTY ADDRESS: _____

CONTRACTOR: _____

CITY: City of North Las Vegas, Housing and Neighborhood Services Division.

CONTRACT PRICE: (Not to exceed \$50,000)

EFFECTIVE DATE: _____ EXECUTION DATE: _____

This Agreement is between "Owner" and "Contractor", warranting itself to be licensed and qualified to perform the work specified herein. This Agreement is for the rehabilitation of property at the above address (the "Property").

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

1. **EFFECTIVE DATE.** This document shall have no force or effect unless and until executed by Owner and Contractor, and subsequently approved by the City. The date on which the Agreement is subsequently approved by the City shall be referred to as the "Effective Date." Contractor shall not be compensated under this Agreement for work commenced or materials delivered to the Property before the Effective Date.

2. **SCOPE OF WORK.** Contractor acknowledges that it has prepared a proposal (the "Work") which is attached as Exhibit A. Contractor warrants that such proposal is accurate and consistent as to the name of Contractor, the scope of work that Contractor will undertake, and price. Contractor acknowledges the performance requirement established by the proposal and warrants that all Work undertaken will conform to the specifications found in the proposal and that the Property and work conditions will be maintained in order to prevent health or safety hazards.

3. **CHANGE ORDERS.** Owner and Contractor expressly agree that no material changes or alterations in the description of the Work or the Contract Price provided above shall be made unless in writing and mutually agreed to by both parties and approved by the City in writing.

4. **TIME FOR PERFORMANCE.** Owner shall provide written authorization to Contractor to commence the Work. Contractor shall not be compensated under this Agreement for work commenced or materials delivered to the Property before written authorization is given. Contractor agrees to commence, or cause to be commenced, the

Work within _____ calendar days after receipt of the written notice to commence. If Contractor fails to commence work within thirty (30) days of the date of Owner's notice to commence, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen or laborers, the Work, in its entirety, within _____ calendar days after the written notice to commence is given. If completion is delayed for reasons beyond Contractor's control ("Excusable Delay"), Contractor shall provide, within five (5) days, written notice to Owner and the City of the reasons for such delay. Contractor shall bear the burden to substantiate its claim of delay with adequate documentation.

Contractor agrees that time is of the essence. In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of Excusable Delay, the Owner or City shall have the right to declare Contractor in default.

5. **LIQUIDATED DAMAGES.** Contractor agrees that Owner would suffer substantial damages as a result of Contractor's unexcused delays in the completion of the Work. It would be impractical or extremely difficult to estimate the actual damages which would be suffered. The contractor will complete the repairs per the approved submitted rehabilitation schedule; otherwise the contractor will have no more than 90 days to complete the rehabilitation project from the date the Notice to proceed is issued, unless otherwise agreed by the home owner and the City of North Las Vegas. If the rehabilitation is not completed within 90 days, **without prior approval from the City**, a sum of \$50.00 per day for every day past the completion time will be assessed as liquidated damages which may be withheld from the 10 percent retention retained from the contractor or amounts owed to the contractor. Any amounts paid to the owner as a result of enforcement of this section will be used to reduce the loan amount owed by Owner to the City of North Las Vegas (the "City").

6. **EXCUSABLE DELAYS.** The following shall be the only delays deemed beyond Contractor's control ("Excusable Delay"):

(a) any act of the Owner which is the proximate cause of a delay; or

(b) any delay not reasonably foreseeable by the parties to this Agreement at the time of execution which are beyond the reasonable control of Contractor, and not caused by Contractor's (or any subcontractor's) fault or negligence, including but not limited to acts of God, Government restrictions (including restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, national defense or national emergency), wars, insurrections, riots, natural disasters, fires, floods, earthquakes, hurricanes, epidemics, strikes, or freight embargos.

7. PAYMENT TERMS. Contractor agrees to the following payment terms:

(a) Contractor shall not receive any payment for any Work invoiced under this Agreement until:

- (1) Contractor submits all required payment forms supplied by the City;
- (2) the City inspects the invoiced Work and certifies that it has been satisfactorily completed and the materials, if any, satisfactorily installed;
- (3) all required approvals from the City Building Safety Division have been obtained; and
- (4) Owner approves payment in writing, which approval shall not be unreasonably withheld.

(b) When the Contract Price is \$2,500 or less, Contractor shall receive a lump sum final payment after all the requisite conditions have been met.

(c) When the Contract Price is more than \$2,500, Contractor shall be paid in progress payments. No progress payment, other than the final payment, will be authorized for an amount less than \$2,500. Each progress payment will be for no more than ninety percent (90%) of the value of the work satisfactorily completed after meeting all of the required prerequisites. The ten percent (10%) holdback shall be retained until final payment in order to protect Owner from any default by Contractor or any lien resulting from the Work. Final Payment shall be due upon satisfactory completion of all of the requisite conditions.

(d) No final payment shall be made until:

- (1) Contractor has removed all construction debris and surplus materials from the Property and leaves the Property in a neat and broom clean condition;
- (2) Contractor has furnished Owner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement; and
- (3) Contractor has delivered to Owner complete releases of all liens or claims for liens for the Work by Contractor, subcontractors, laborers, and material suppliers or a bond satisfactory to Owner and the City indemnifying Owner against any such liens.

(e) No payment made under this Agreement shall act as a waiver of any term under this Agreement or the right of Owner to enforce any and all terms of this Agreement.

8. **PERMITS AND CODES.** Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's Performance and to adhere to applicable local codes and requirements, including local building and housing codes, whether or not specified as part of the Work.

9. **WARRANTY.** Contractor hereby warrants that any and all improvements, hardware, and fixtures of whatever kind or nature installed or constructed on the Property by Contractor are of good quality and free from defects in workmanship or materials or deficiencies. All warranties contained herein shall apply to all Work performed under this Agreement, including that performed by any subcontractors. This warranty shall extend to Owner and any subsequent owners of the Property. Contractor and Owner agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects for which the City, Owner or subsequent owners have given written notice to Contractor, at its principal place of business, within one (1) year from the date of final payment. Contractor shall repair or remedy any defect after receiving proper notice.

10. **INSURANCE.** During the continuance of the Work under this Agreement, Contractor and all subcontractors shall:

(a) maintain worker's compensation and employers' liability insurance in accordance with Nevada Law and in amounts sufficient to protect themselves and Owner from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted;

(b) maintain public liability insurance in amounts of not less than \$100,000 for any person and not less than \$300,000 for any occurrence and property liability insurance not less than \$100,000, but in all events is sufficient to protect themselves and Owner against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Agreement or in connection with the Work; and

(c) provide evidence to Owner and the City of such insurance prior to commencement of the Work. All policies must contain a provision requiring the insurance carrier to give the City immediate notice of cancellation. Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by this paragraph shall be grounds for terminating this Agreement.

11. **ACCIDENT PREVENTION.** Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his/her performance of the Work. Contractor shall observe all safety provisions of applicable laws and building and construction codes and shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published

by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. Contractor shall maintain an accurate record of all causes of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of, and in the course of, employment on the Work under this Agreement. Contractor shall promptly furnish the City with reports concerning such matters.

12. **HOLD HARMLESS.** Contractor agrees to defend, indemnify, and hold Owner and the City harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the performance of this Agreement. Each contractor and subcontractor is acting in the capacity of an independent contractor with respect to Owner. Contractor further agrees to protect, defend and indemnify Owner from any claims by laborers, subcontractors and materialmen for unpaid work, labor, or materials supplied in connection with this Agreement.

13. **TERMINATION.** Contractor agrees that Owner shall have the right to declare Contractor in default if Contractor fails to furnish materials or perform the Work in accordance with the provisions of this Agreement; Contractor fails to pay laborers, mechanics, material suppliers when due; or Contractor becomes insolvent. In such event, Owner shall be responsible for providing written notice to Contractor by registered mail of such default. If Contractor fails to remedy such default within fifteen (15) days of such notice, Owner shall have the right to immediately select one or more substitute contractors acceptable to the City. If the expense of finishing the Work exceeds the balance not yet paid to Contractor under this Agreement, Contractor shall pay the difference to the City. Owner may use any holdback amount to compensate substitute contractors selected pursuant to this paragraph, and Contractor shall have no further right or interest in the holdback amount.

14. **DISPUTE RESOLUTION.** Any controversy arising out of the performance, scope, or interpretation of this Agreement which cannot be resolved by Owner, Contractor, and City, shall be made within a reasonable time after the dispute has arisen and shall be submitted in writing to the Neighborhood Services Division Manager. All grievances must be submitted in writing to the Neighborhood Services Division rehabilitation program staff. A grievance is defined as any misunderstanding, difference or dispute between any homeowner, contractor or City staff regarding any aspect of the Housing Rehabilitation Assistance Program. All complaints shall be addressed thoroughly through the procedure set forth below: All grievances regarding a housing rehabilitation project shall first be discussed and an attempt to be settled by all parties involved.

If a satisfactory settlement is not reached, the grievance shall be discussed with the Housing and Neighborhood Services Manager. The Manager will give full and fair consideration to the grievance as promptly as circumstances allow and shall render a fair and just decision within eight (8) working days following the day the grievance was received by the Housing and Neighborhood Services Manager.

If a satisfactory agreement is still not reached, the grievance must be thoroughly explained in writing by the griever. The written grievance will be given to the Director of Neighborhood and Leisure Services Department for consideration. The Director will have seven (7) days from the time/date receipt of the grievance by the Director to review and discuss the grievance with the identified parties.

15. **WAIVER OF JURY TRIAL.** Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

16. **INSPECTION.** The U.S. Government, the City, Clark County, and their designees (collectively the "Government") shall have the right to inspect all work performed under this Agreement. Contractor and Owner will take all steps necessary to assure that the Government is permitted to examine and inspect the Property, and all records, data, contracts, materials, equipment, payrolls and conditions of employment pertaining to the Work. This provision shall not impose upon the Government any obligation to inspect the Property or any liability for the failure to detect any defect or problem with the Work or for the failure to act with respect to any such defect or problem or for any breach of this Agreement by any party.

17. **ELIGIBILITY.** Contractor warrants and represents that he or she is not listed on the Disbarred and Suspended Contractor's List of the U.S. Department of Housing and Urban Development ("HUD") or the City, and further agrees not to hire or utilize as a subcontractor or supplier, any person or firm that is so listed.

18. **LEAD BASED PAINT.** Contractor agrees and warrants to use no lead-based paint in Contractor's performance of this Agreement, or in the performance by any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

19. **PROHIBITION OF KICKBACKS.** Contractor warrants that neither Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with Contractor for which the attached bid has been submitted or to refrain from bidding in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City or any person interested in the proposed Agreement. Contractor further warrants that the price or prices quoted are fair and proper

and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

20. **INTEREST OF PUBLIC OFFICIALS.** Contractor and Owner warrant that none of the following, during their tenure or for one (1) year thereafter, have any interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement:

(a) any employee, agent, consultant, officer, or elected or appointed official of the City, Clark County or the State of Nevada who exercises any function or responsibility in connection with administration of the HOME Program;

(b) any member of or delegate to the Congress of the United States;

(c) any person employed by HUD; or

(d) any person who has business ties with the above persons.

21. **PROHIBITION OF BONUS OR COMMISSION.** Funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance.

22. **EQUAL OPPORTUNITY.** Contractor agrees to abide by all Federal, State or local laws and regulations relative to equal opportunity to all persons, without regard to race, color, creed, religion, national origin, sex, family status, age, disability, or status with regard to public assistance.

23. **ASSIGNMENT.** Contractor shall not assign this Agreement without written consent by Owner and written approval of the City, which consent and approval may be withheld for any reason or no reason.

24. **EXCLUSION OF LIABILITY.** Owner and Contractor agree that they are the sole parties to this Agreement and are solely responsible for its performance. The parties agree that neither the City, Clark County, the State of Nevada, nor HUD assumes any liability or responsibility whatsoever for the performance of any term of this Agreement.

25. **ACKNOWLEDGMENT.** The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the Property, or other final settlement made by Owner and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore, and thereafter executed by Owner.

IN WITNESS WHEREOF, the parties by their respective signatures have executed this Agreement.

OWNER:

By: _____

Name: _____
[please print]

Date: _____

By: _____

Name: _____
[please print]

Date: _____

CONTRACTOR:

By: _____

Name: _____
[please print]

Title: _____

Date: _____

CITY APPROVAL:

By: _____

Name: _____
[please print]

Title: _____

Date: _____

Exhibit B

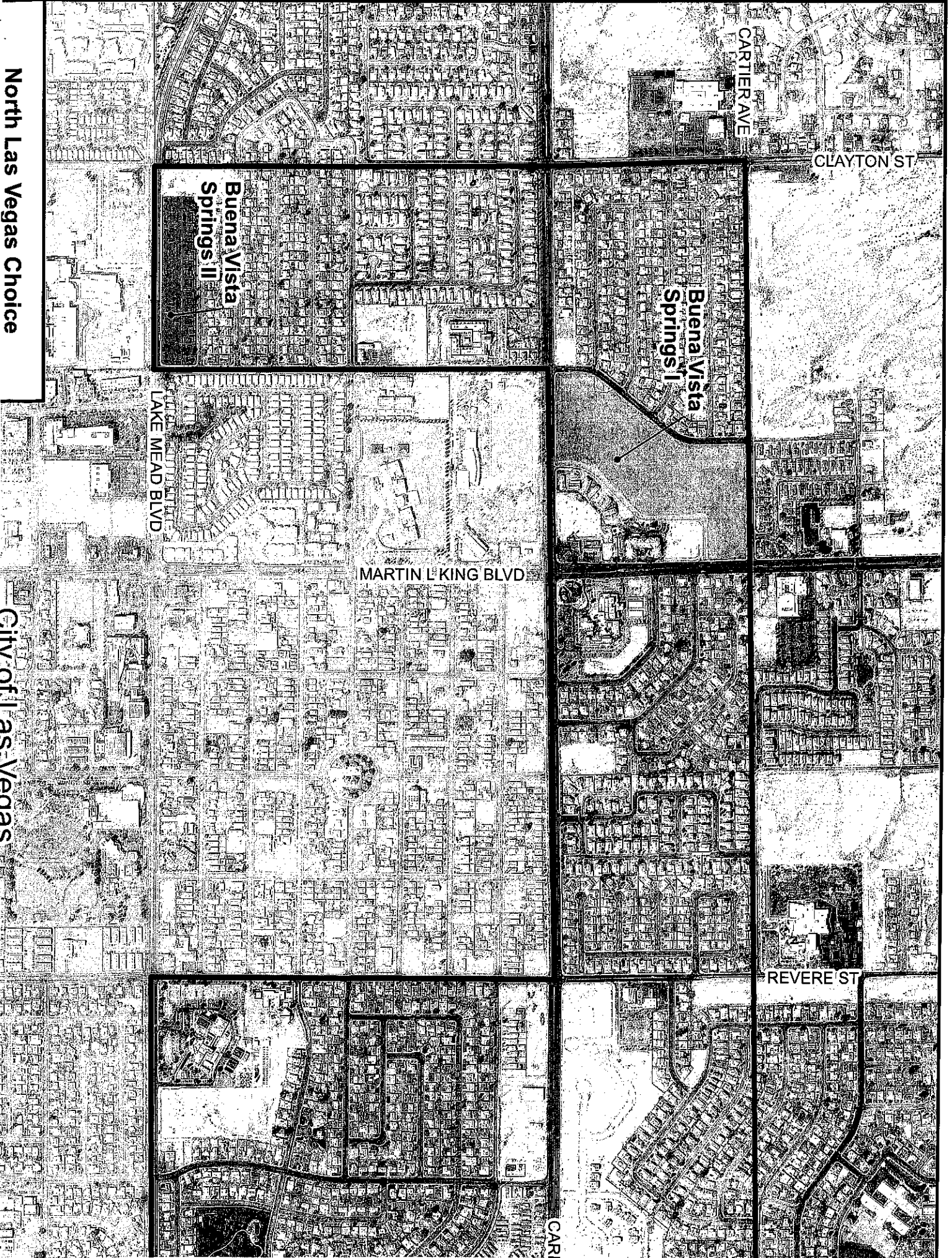
Program Budget

2018 /2019 Rebuilding Together Southern Nevada/City of North Las Vegas Home Funds Budget for Single Family Owner Occupied Program

1.	Program Admin @ 20%	\$ 100,000.00	
3.	Marketing & PR @ \$2,500	\$ included	
4.	Annual Audit Fee, including Part 200 Audit fee @ \$5,000	\$ included	
5.	Contractor cost per home (5 homes x \$38500.00)	\$ included	
		\$ 500,000.00	Grant Total

Attachment 5

Neighborhood Revitalization Service Area (NRSA) Map



North Las Vegas Choice

City of Las Vegas