

CBE NO. 606101-22

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2022 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and CITY OF NORTH LAS VEGAS, hereinafter referred to as "CITY", and collectively referred herein as the "PARTIES" for FY2021/2022 Home Investment Partnerships (HOME) Program Funds to the City of North Las Vegas.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, pursuant to NRS 244.189, a board of county commissioners may exercise such powers not in conflict with the provisions of NRS or other laws or regulations of this state, as the board determines are necessary and proper for the development of affordable housing and rehabilitation of abandoned and rental residential property;

WHEREAS, the Clark County Board of County Commissioners hereby determines that this AGREEMENT is necessary and proper for the development of affordable housing and rehabilitation of abandoned and rental residential property;

WHEREAS, the COUNTY and the CITY are individually authorized by law to engage in housing and community development activities;

WHEREAS, the COUNTY has entered into a grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for participation in the Home Investment Partnerships Program (CFDA # 14.239), hereinafter referred to as the "HOME Program" under 24 CFR Part 92 as amended;

WHEREAS, the COUNTY, as the Participating Jurisdiction for the HOME Program, is responsible for planning, administering, implementing, and evaluating the HOME Program;

WHEREAS, the COUNTY has previously entered into an Interlocal Agreement with the State of Nevada whereby the COUNTY will administer certain HOME Program funds allocated to the COUNTY by the Nevada Housing Division, Nevada Department of Business and Industry, State of Nevada, hereinafter referred to as "NHD";

WHEREAS, the CITY (DUNS# 0725889850000), with its primary offices located at 2250 N. Las Vegas Boulevard, North Las Vegas, NV 89030, is a local governmental unit;

WHEREAS, the CITY wishes to provide a variety of housing-related services to eligible households as permitted under HUD's HOME Program, including but not limited to the renovation of owner-occupied housing units, the acquisition and rehabilitation of rental housing units, and the provision of assistance to first-time homebuyers;

WHEREAS, the COUNTY desires to assist the CITY by providing HOME Program funds to assist with these and any other HOME-eligible efforts as further enumerated in the HOME program regulations at 24 CFR 92.205 (such funding herein called the "Project"), as described in the CITY'S Annual Action Plan submitted in coordination with the COUNTY and approved annually by HUD; and

WHEREAS, the COUNTY and the CITY, on July 7, 2020, entered into an Interlocal Agreement, to form a consortium for the purpose of operating the HOME Program within its jurisdictional boundaries for the period FY 2021 through FY 2023;

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

I. Scope of Services

- A. Subject to the actual receipt of funds from HUD and or NHD, the County will provide \$826,378 to CITY as its share of the FY2021/2022 HOME Consortium funds as follows:
- \$692,973 will be funds received from the federal HOME grant award (FAIN# M-19-DC-32-0224), and
 - \$133,405 will be funds received from the NHD HOME grant award (FAIN# M-19-SG-32-0100).

Of the \$692,973 in federal HOME grant funds, a maximum of \$69,297 in federal HOME funds *may* be used for program administration (10 percent annually) and a minimum of \$103,946 (annually 15 percent each, Federal and State) *must* be reserved for projects sponsored, owned, or developed by Community Housing Development Organizations (CHDOs).

- B. CITY agrees to provide the HUD-required 25% non-federal "matching funds" or their equivalent for any HOME Projects undertaken with the HOME funds described in Section I(A) above (as per 24 CFR 92.218 and 92.219).
- C. CITY agrees that any costs, unless otherwise specified, exceeding the \$826,378 in HOME funds provided by COUNTY pursuant to this AGREEMENT, as the Project set forth in CITY'S Annual Action Plan, as approved by HUD, will be the responsibility of CITY. CITY further agrees to pay all operating costs, including administrative costs; however, COUNTY may, at its discretion award additional HOME or other funds to carry out the activities specified in this AGREEMENT.
- D. CITY agrees to coordinate with COUNTY to identify, and if necessary, substantially amend CITY'S Annual Action Plan, prior to committing HOME funds to a specific project as defined in 24 CFR 92.2.
- E. Before disbursing HOME funds to any subgrantee, CITY agrees to enter into a written AGREEMENT with qualified subgrantees requiring compliance with the rules set forth in 24 CFR Part 92.504 (effective August 23, 2013).
- F. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations and, made by written amendment to this AGREEMENT and approved by both parties. Any such changes must not jeopardize HOME funding.

II. County General Conditions

- A. CITY has requested the financial support of COUNTY that is provided for in this AGREEMENT in order to enable CITY to provide affordable housing services. COUNTY shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of COUNTY may be claimed or found to exist, CITY shall be an independent contractor only.

- B. CITY shall obtain any and all federal, state, and local permits and licenses required of CITY to execute HOME qualified Projects as defined in the HOME program regulations (24 CFR 92). CITY further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.
- C. CITY will provide the Manager of Community Resources Management Unit ("CRM") with unduplicated client usage records on a semi-annual basis during the period of this AGREEMENT. These records will contain, but are not limited to, the following data:
1. Total clients served;
 2. Racial breakdown of clients served including White, Black/African American, Asian, American Indian or Alaska Native, and Native Hawaiian or other Pacific Islander;
 3. Number of clients who report a Hispanic ethnicity;
 4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program - Income Guidelines (Exhibit "A");
 5. Number of disabled clients served;
 6. Number of senior citizens served;
 7. Number of female heads-of household served;
 8. Number of renter households served, and rent charged HOME Program – Rent Limit guidelines (Exhibit "B");
 9. Number of owner households served; and
 10. Monthly rent paid by each household served
- D. CITY will not use any portion of the allocated HOME funds for other than HOME qualified Projects, as defined in the HOME program regulations (24 CFR 92). Any subgrantee of these funds must meet the HOME Program requirements and serve eligible low-income residents.
- E. If the qualified HOME Projects or activities, or any portion thereof, are converted to non-qualified HOME Projects or activities, CITY shall, upon the request of COUNTY, repay to COUNTY, without interest, the amount of HOME Program funds expended on the non-qualified Project. CITY shall require reasonable assurances of security for terms of affordability and repayments in the form of a recorded deed of trust for such property, pursuant to 24 CFR 92.252 and 92.254, and which CITY shall cause to be executed as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be treated in accordance with 24 CFR Part 92.503.
- F. CITY may subcontract any portion of the rehabilitation of the affordable housing units. Any subcontractor or assignee must meet HOME Program requirements and serve eligible lower income residents. Affordable housing units in the Project are to be rehabilitated by a qualified contractor. If CITY assumes responsibility for procurement by selecting the contractor and negotiating the price, 24 CFR Part 85 will be applicable.
- G. CITY shall ensure that homeowner recipients of HOME funds provide a copy of their Homeowners Insurance, and that owners of HOME assisted rental properties provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the structure.

- H. CITY shall allow duly authorized representatives of COUNTY to conduct such occasional reviews, audits and on-site monitoring of the Project as COUNTY deems to be appropriate in order to determine:
1. Whether the objectives of the Project are being achieved;
 2. Whether the Project is being conducted in an efficient and effective manner;
 3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
 4. Whether the financial operations of the Project are being conducted properly;
 5. Whether the periodic reports to COUNTY contain accurate and reliable information; and
 6. Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this AGREEMENT.
- I. Visits by COUNTY to the Project shall be announced to CITY in advance of those visits and shall occur during normal operating hours. The representatives of COUNTY may request, and, if such a request is made, shall be granted, access to all of the records of CITY which relate to the Project. The representatives of COUNTY may, on occasion, interview recipients of the housing services of the Project who consent to be interviewed.
- J. At any time during normal business hours, CITY'S records with respect to the Project shall be made available for audit, examination and review by COUNTY, contracted independent auditors, HUD, the Comptroller General of the United States, the Government Accountability Office of the United States, the Office of the Inspector General of the United States, or any combination thereof.
- K. Subject to NRS Chapters 41 and 354, CITY will protect, defend, indemnify, and save harmless the COUNTY from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by CITY, its officers, or employees, in connection with, or arising out of any activities undertaken pursuant to this AGREEMENT. CITY'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any (i) reasonable attorneys' fees incurred by COUNTY in the defense or handling of said suits, demands, judgments, liens and claims resulting from the actions of CITY, its officers, or employees undertaken pursuant to this AGREEMENT and (ii) reasonable attorneys' fees and investigation expenses incurred by COUNTY in enforcing or obtaining compliance with the provisions of this AGREEMENT.
- L. CITY will not use any HOME Program funds supplied by COUNTY in litigation against any person, natural or otherwise, or in its own defense in any such litigation. CITY agrees to notify COUNTY of any legal action which is filed by or against it relative to the Project.
- M. CITY agrees to commit and expend FY2021/2022 HOME funds allocated under this AGREEMENT in a way such that CITY'S balance of uncommitted funds, including Home Program income, does not exceed the sum of the formula share allocations of the previous three (3) years plus the estimated formula share allocation for the forthcoming year, except when CITY demonstrates that any lack of timeliness has resulted from factors beyond CITY'S reasonable control. Any uncommitted funds exceeding this amount will be deducted from the formula share allocation for the new year's award, thereby limiting CITY'S total amount of uncommitted funds to four (4) Program Years. The amount of CITY'S uncommitted funds is determined in accordance with the provisions of the July 7, 2020 Interlocal Cooperative Agreement.

- N. If, after the deadline referred to in the July 7, 2020 Interlocal Cooperative Agreement, CITY and/or COUNTY anticipate the total amount of funds allocated for this AGREEMENT will not be expended in the time and manner prescribed in this AGREEMENT, COUNTY reserves the right to extract that portion for other projects/programs operated under COUNTY'S HOME Program.
- O. CITY agrees that no officer or employee of City may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend to improperly influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
- P. CITY agrees that no officer or employee of CITY may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.
- Q. CITY agrees that no officer or employee of CITY may participate as an agent of CITY in the negotiation or execution of any contract between CITY and any private business in which he or she has a financial interest.
- R. CITY agrees that no officer or employee of CITY may suppress any report or other document because it might tend to affect unfavorably his private financial interests.
- S. CITY shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any County ordinance or State or Federal statute.
- T. CITY shall be bound by all State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, COUNTY, or any combination thereof.
- U. The *Consolidated and Further Continuing Appropriations Act of 2012* (P.L 112-55) imposed new requirements on projects that receive FY 2012 HOME funds. The HOME Final Rule (as amended, July 24, 2013) incorporated these provisions and others. The purpose of these requirements is to improve project and developer selection and ensure that there is adequate market demand for projects receiving FY 2012 HOME funds and future HOME projects. CITY agrees to be responsible and shall comply with the following directives relating to projects receiving or involving FY 2012 HOME funds and future HOME projects:
1. CITY will repay to COUNTY any HOME funds invested in projects that are not completed within four years of the commitment date, as provided for in the written agreement with the subgrantee. If CITY anticipates that a project may not be completed within the four year period, CITY will provide to COUNTY in writing a minimum of 90 days prior to the end of the four year period, a letter explaining reasons for the failure to complete the project. As the Entitlement Grantee for the HOME Program the COUNTY will in turn request from HUD a one year extension upon determination that the failure to complete the project is beyond the control of CITY.
 2. CITY will only commit HOME funds to a project after it has underwritten the project, assessed the developer capacity and fiscal soundness of the developer being funded, and examined the neighborhood market conditions to ensure that there is an adequate need for the HOME project. CITY will certify prior to the time HOME funds are committed, that these actions have been taken for each project.
 3. CITY must convert any FY 2012 and later HOME homeownership units that have not been sold to an eligible homebuyer within six months of construction completion to a HOME-assisted rental unit.
 4. CITY may only provide HOME funds for development activities to Community Housing Development Organizations (CHDOs) that have demonstrated that they have staff with demonstrated development experience.

- V. CITY shall maintain reasonable security measures to protect records containing personal information, as defined in NRS 603A.040, from unauthorized access, acquisition, destruction, use, modification or disclosure.

III. Federal General Conditions

- A. CITY shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code;
2. The National Environmental Policy Act of 1969 as set forth in P.L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58;
3. Title VIII of the Civil Rights Act of 1968, P.L. 90-284;
4. Section 109 of the Housing and Community Development Act of 1974;
5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2;
6. The Fair Housing Act, as amended;
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135;
8. Executive Order 11063, as amended;
9. The Age Discrimination Act of 1975;
10. Section 504 of the Rehabilitation Act of 1973;
11. Executive Order 11246, as amended and the regulations which are issued pursuant thereto;
12. The Federal Labor Standards Act;
13. The Fair Labor Standards Act;
14. Section 202(a) of the Flood Disaster Protection Act of 1973;
15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35;
16. The Davis-Bacon Act, as amended, which requires that any contractor or construction work on Projects with 12 or more units that is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. Per 24 CFR 92.354, the contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law;
17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act;
18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988;
19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits CITY 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 Federal appropriated funds have been paid or will be paid, by or on behalf of City, 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;

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that CITY shall:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
 21. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225);
 22. Debarment and Suspension (Executive Orders 12549 and 12689) which states that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O.12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- B. No officer, employee or agent of CITY shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.
 - C. None of the HOME Program funds to be paid under this AGREEMENT shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
 - D. CITY shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program funds, except that CITY will not assume COUNTY'S environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359, but shall assist in the completion of required Environmental Reviews.
 - E. CITY shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.
 - F. CITY shall maintain records in accordance with 24 CFR 92.508.
 - G. CITY shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts. CITY shall provide COUNTY, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following:
 1. Data on attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
 2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
 3. Data on attempts to affirmatively further fair housing.

- H. CITY will report upon receipt all Home Program income earned from HOME funded projects within its respective jurisdiction and to forward all Home Program income within 60 days to COUNTY. COUNTY, at its option and/or as directed by HUD, may apply reported Home Program income to the next City Project(s) requesting a disbursement of funds. Any monies received as a repayment of an investment of HOME funds from a project terminated prior to completion, must be returned to COUNTY so that it may be deposited as required by 24 CFR 92.503(b)(3). COUNTY will advise CITY of any Project fund adjustment resulting from application of Home Program income.
- I. Any material breach of the terms of this section shall result in forfeiture of those HOME Program funds improperly used, as determined by COUNTY.
- J. Upon the revocation of this AGREEMENT pursuant to Section V(C) of this AGREEMENT, CITY shall transfer to COUNTY any unexpended HOME Program funds on hand at the time of revocation and any accounts receivable attributable to the use of HOME Program funds.
- K. For each qualified Project receiving HOME funds pursuant to this AGREEMENT, CITY shall establish a term of affordability. CITY agrees to establish this term of affordability for the qualified Projects in accordance with HOME Program regulations, Section 92.252, and Section 92.254, if applicable.
- L. CITY agrees that any sale, transfer, or other conveyance of HOME-assisted property is subject to the requirement that the amount of HOME funds previously invested in the property will be treated in accordance with 24 CFR Part 92.503.
- M. CITY agrees to maintain, and shall require sub grantees to maintain, the qualified Projects funded pursuant to this AGREEMENT in accordance local housing code requirements for the duration of this AGREEMENT. Tenant Based Rental Assistance Programs shall meet the Housing Quality Standards established by HUD for the Section 8 Program. CITY further agrees that, during the Period of Affordability, it will inspect HOME-assisted rental projects regularly to ensure that they continue to meet or exceed the property standards outlined in 24 CFR 92.251. Section 92.504 (d)(1) of the HOME final rule establishes a schedule for on-site inspections based on the total number of units in the project (i.e. not only Home-assisted units). The schedule is as follows:
1. Projects containing one to four units must be inspected every three years;
 2. Five to twenty-five unit projects must be inspected every two years; and
 3. Projects with twenty-six or more units must be inspected annually.
- CITY agrees to conduct inspections in conformance to Section 92.504 (d)(I).
- N. CITY agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program) and as described in the Clark County HOME Program Guide.
- O. CITY agrees that the duration of this AGREEMENT is the longest Period of Affordability used in any Project receiving funds pursuant to this AGREEMENT, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254.
- P. CITY agrees that, for the duration of this AGREEMENT, Project will be operated in compliance with HOME Program requirements, specifically those contained in 24 CFR 92.250-92.258, Subpart F.

- Q. In conjunction with the acquisition and/or rehabilitation performed during the Project, CITY agrees to minimize displacement or dislocation of current tenants by honoring all leases in force at the time this AGREEMENT is executed, by referring eligible dislocated tenants to the Southern Nevada Regional Housing Authority, and to assist with their relocation per 24 CFR 92.353.
- R. Should any tenants or owners be displaced as a result of the acquisition, demolition and/or rehabilitation of any Property, CITY agrees to provide advance notice to COUNTY prior to committing funds to the project and to ensure compliance with 24 CFR 92.353.
- S. All leases with tenants living in HOME-assisted units shall be for not less than twelve months, unless otherwise mutually agreed upon by tenant and landlord, and all such leases must comply with the requirements set forth in 24 CFR 92.253.
- T. CITY agrees, and shall require any subgrantee to agree, to use qualified housing inspectors to perform an initial housing quality inspection of any qualified Project prior to occupancy by HOME Program tenants, or with the replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when applicable.
- U. CITY agrees, and shall require any subgrantee to agree, to re-certify Project tenant's, if applicable, HOME Program eligibility at least annually as required by HUD regulations.

IV. Financial Management

- A. CITY agrees to comply with the requirements of 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", as applicable.
 - 1. CITY agrees, and shall require any subgrantee to agree, to comply with the applicable requirements of 2 CFR Part 200, Subpart E "Cost Principles" and 2 CFR, Part 200, Subparts A, B, C, and D, "Acronyms and Definitions", "General Provisions", "Pre-Federal Awards Requirements & Contents of Federal Awards", and "Post-Federal Awards Requirements".
 - 2. CITY agrees, and shall require any subgrantee to agree, to comply with 2 CFR Part 200, Subpart F, entitled, "Audit Requirements".
- B. CITY agrees that all reimbursable costs of the Project shall be kept in a manner that ensures compliance with 24 CFR 92.504 and 24 CFR 92.353.
- C. CITY 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 request to COUNTY.
- D. CITY agrees that it may not request disbursement of funds under the AGREEMENT until the required agreements are properly executed and until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Disbursement under this AGREEMENT will be made only when the total amount of eligible reimbursable expenses for an individual project exceeds \$1,000, excepting for the final request for payment for such a project. If CITY requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses for that project exceeds \$1,000. County will make reimbursement to CITY on a regular basis, paying all allowable Project costs for which properly receipted bills have been presented. CITY agrees to submit requests for reimbursement on a regular and consistent schedule.

- E. Notwithstanding any provision of this AGREEMENT, CITY agrees and acknowledges that this AGREEMENT does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by COUNTY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. CITY further agrees that the provision of any funds to the Project is conditioned on COUNTY'S determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review.
- F. CITY agrees, and shall require any subgrantee to agree, that it is prohibited from undertaking or committing any funds to Projects involving physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to receiving environmental clearance and the violation of this provision may result in the denial of any funds under this AGREEMENT to the Project.

V. Modification or Revocation of Agreement

- A. The PARTIES agree to amend or otherwise revise this AGREEMENT in a document signed by both PARTIES should such modification be required by HUD or any applicable Federal statutes or regulations.
- B. In the event that any of the HOME Program funds for any reason are terminated or withheld from COUNTY or otherwise not forthcoming, COUNTY may revoke this AGREEMENT.

If CITY fails to fulfill in a timely and proper manner its obligations under this AGREEMENT, COUNTY may suspend or terminate this AGREEMENT in accordance with 24 CFR 85.44. CITY shall have the right to appeal any suspension or termination of this AGREEMENT in a hearing before the Clark County Board of Commissioners.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2021 through June 30, 2025. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or CITY to appropriate monies shall not relieve the PARTIES' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay CITY for goods and/or services as outlined in Article I - Scope of Work, based on approved budget appropriations.

If COUNTY rejects an invoice as incomplete CITY will be notified within thirty (30) calendar days of receipt and CITY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows:

Attention: Rosalie Dela Cruz / Melissa Tate
CRM Pinto Office
1600 Pinto Lane
Las Vegas, Nevada 89106

Email: Rosalie.Delacruz@ClarkCountyNV.gov or Melissa.Tate@ClarkCountyNV.gov

CITY must notify COUNTY in writing of any changes to CITY'S remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the PARTIES shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the PARTIES hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and CITY relating to the rights granted and obligations assumed by the PARTIES hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

CITY may subcontract any portion of the rehabilitation of the affordable housing units. Any subcontractor or assignee must meet HOME Program requirements and serve eligible lower income residents. Affordable housing units in the Project are to be rehabilitated by a qualified contractor. If the City assumes responsibility for procurement by selecting the contractor and negotiating the price, 24 CFR Part 85 will be applicable.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both PARTIES, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Melisa Tate
Clark County Social Service
1600 Pinto Lane
Las Vegas, Nevada 89106

To CITY: Attention: Rick Damian
City of North Las Vegas
220 Las Vegas Blvd. Suite 200
North Las Vegas, 89030

ARTICLE IX: POLICIES AND PROCEDURES

CITY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and CITY.

ARTICLE X: INSURANCE

CITY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the PARTIES hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

CITY COUNCIL OF THE CITY OF
NORTH LAS VEGAS

BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

BY: _____
JOHN J. LEE
Mayor

ATTEST:

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

BY: _____
JACKIE RODGERS
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney

BY: _____
MICAELA RUSTIA MOORE
City Attorney

EXHIBIT A
INCOME AND RENT LIMITS FOR THE HOME PROGRAM

HOME PROGRAM – INCOME GUIDELINES U.S. Department of Housing and Urban Development (HUD) HOME Program Limits (06/01/2021)			
FAMILY SIZE	INCOME NOT TO EXCEED		
1 Person	Poverty	\$12,880	
	30%	\$16,550	
	50%	\$27,550	(Very Low Income)
	60%	\$33,060	
	80%	\$44,100	(Low-Income)
2 Person	Poverty	\$17,420	
	30%	\$18,900	
	50%	\$31,500	(Very Low Income)
	60%	\$37,800	
	80%	\$50,400	(Low-Income)
3 Person	30%	\$21,250	
	Poverty	\$21,960	
	50%	\$35,450	(Very Low Income)
	60%	\$42,540	
	80%	\$56,700	(Low-Income)
4 Person	30%	\$23,600	
	Poverty	\$26,500	
	50%	\$39,350	(Very Low Income)
	60%	\$47,220	
	80%	\$62,950	(Low-Income)
5 Person	30%	\$25,500	
	Poverty	\$31,040	
	50%	\$42,500	(Very Low Income)
	60%	\$51,000	
	80%	\$68,000	(Low-Income)
6 Person	30%	\$27,400	
	Poverty	\$35,580	(Very Low Income)
	50%	\$45,650	
	60%	\$54,780	
	80%	\$73,050	(Low-Income)
7 Person	30%	\$29,300	
	Poverty	\$40,120	
	50%	\$48,800	(Very Low Income)
	60%	\$58,560	
	80%	\$78,100	(Low-Income)
8 Person	30%	\$31,200	
	Poverty	\$44,600	
	50%	\$51,950	(Very Low Income)
	60%	\$62,340	
	80%	\$83,100	(Low-Income)

EXHIBIT B

HOME PROGRAM RENT LIMITS U.S. Department of Housing and Urban Development (HUD) HOME Program Limits (06/01/2021)		
UNIT SIZE	MAXIMUM RENTS	
Efficiency	LOW HOME RENT	\$688
	HIGH HOME RENT	\$780
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$780
	50% RENT LIMIT	\$688
	65% RENT LIMIT	\$876
1 - Bedroom	LOW HOME RENT	\$738
	HIGH HOME RENT	\$937
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$937
	50% RENT LIMIT	\$738
	65% RENT LIMIT	\$940
2 - Bedroom	LOW HOME RENT	\$886
	HIGH HOME RENT	\$1,129
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$1,143
	50% RENT LIMIT	\$886
	65% RENT LIMIT	\$1,129
3 - Bedroom	LOW HOME RENT	\$1,023
	HIGH HOME RENT	\$1,269
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$1,636
	50% RENT LIMIT	\$1,023
	65% RENT LIMIT	\$1,296
4 - Bedroom	LOW HOME RENT	\$1,141
	HIGH HOME RENT	\$1,426
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$1,977
	50% RENT LIMIT	\$1,141
	65% RENT LIMIT	\$1,426
5 - Bedroom	LOW HOME RENT	\$1,259
	HIGH HOME RENT	\$1,556
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$2,274
	50% RENT LIMIT	\$1,259
	65% RENT LIMIT	\$1,556
6 - Bedroom	LOW HOME RENT	\$1,377
	HIGH HOME RENT	\$1,684
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$2,570
	50% RENT LIMIT	\$1,377
	65% RENT LIMIT	\$1,684