

CBE NO. 607553-25
2024 HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT AGREEMENT
CFDA #14.239
FAIN M24-SG320100

This 2024 HOME Investment Partnerships Program Grant Agreement (“Agreement”), dated as of _____, (“Effective Date”) is by and between the NEVADA HOUSING DIVISION (“Division”), a division of the Nevada Department of Business and Industry, and CLARK COUNTY, a political subdivision of the State of Nevada (“Grantee”), collectively, the “Parties.”

WHEREAS, the Division, 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 ("HOME Program") pursuant to 24 CFR Part 92 as amended, which was awarded November 7, 2024; and

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

WHEREAS, the Clark County HOME Consortium, is a group of geographically contiguous units of local government consisting of Clark County and the City of North Las Vegas, which have entered into an Inter-Local Agreement creating the Clark County Consortium, and who meet the definition of “consortium” under 24 CFR §92.101; and

WHEREAS, the Grantee has designated Clark County as the lead agent to receive and disburse money on behalf of the Consortium; and

WHEREAS, the Division desires to assist the Grantee by providing HOME Program Funds (“Funds”) to assist with qualified projects ("Project" or “Projects”) under HOME Program rules, statutes, and regulations.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the use of Funds by the Grantee subject to the following conditions and limitations:

I. Scope of Services.

A. The Division will grant \$694,110 in Funds to assist Grantee with qualified Projects as described in the budget attached as Exhibit A hereto and incorporated herein by this reference. Grantee agrees that any Project costs, unless otherwise specified, exceeding Funds granted to Grantee pursuant to this Agreement, will be the responsibility of Grantee. Any ongoing administration costs such as maintenance and operations shall be the sole responsibility of the Grantee. Funds allocated under this Agreement must be committed to specific projects prior to July 1, 2026, and expended prior to June 30, 2028.

B. Before disbursing Funds to any qualified recipient ("Subrecipient") Grantee agrees to enter into a written agreement with the Subrecipient requiring compliance with the rules set forth in 24 CFR Part 92. Grantee will ensure that the written agreements with its Subrecipients are in compliance with 24 CFR §92.504. Any Funds granted to a Project that is not in compliance with 24 CFR §92.504, may be subject to recapture. Projects and units assisted by the Funds granted under this Agreement shall comply with the provisions contained under 24 CFR Part 92, Subpart F, Project Requirements, including 24 CFR §§ 92.250 through 92.254, inclusive, maximum per-unit subsidy amount; subsidy layering requirements; applicable property standards; affordability requirements-tenant income eligibility, occupancy requirements, HUD issued annual rent thresholds, period of affordability and tenant and participant protections. Grantee will also ensure that income determinations are made in accordance with 24 CFR §92.203.

C. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement, and approved by both Parties. Any such changes must not jeopardize HOME funding.

D. Grantee will commit its Funds to eligible activities and eligible projects under 24 CFR § 92.205 and § 92.206 and set forth in further detail in Exhibit A.

II. Division General Conditions. Grantee agrees to abide by all conditions fully set forth below.

A. Grantee has requested the financial support of the Division as specified in this Agreement in order to enable Grantee to provide affordable housing assistance ("Services"). The Division shall have no relationship whatsoever with the Services provided, except the provision of financial support, monitoring, 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 the Division may be claimed or found to exist, Grantee shall be considered to be acting in the capacity of an independent contractor to, and not an employee of, the Division.

B. Grantee shall obtain any and all federal, state, and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Grantee further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws per 24 CFR §§92.251 and 92.355 for the duration of the Period of Affordability.

C. Grantee shall submit to the Division, draw requests on the form established by the Division for projects and allow the Division a maximum of thirty days to process the draw. The Division will close projects in Integrated Disbursement and Information System ("IDIS") no more than 15 days after the final draw voucher is approved in IDIS.

D. Grantee will provide the Division with "client usage records" for each Project on a biannual basis during the term of this Agreement. The records will contain, but are not limited to, the following data:

1. Total clients served;

2. Racial breakdown of clients served including Black or African American, White, American Indian or Alaskan Native, Asian, and Native Hawaiian or other Pacific Islander, and other combinations;
3. Ethnicity breakdown indicating either Hispanic or non-Hispanic;
4. Number and percentage of low- and very low- income clients as defined by HUD HOME Program Income Guidelines;
5. Number of clients with disabilities served;
6. Number of senior citizens served;
7. Number of persons in each household served; and
8. Rent charged each household served.

E. Grantee will not use any portion of the allocated Funds for other than HOME-qualified projects, as defined in the HOME Program regulations (24 CFR Part 92). Any recipient or subgrantee must meet HOME Program requirements and serve eligible low-income residents.

F. If the qualified Projects or activities, or any portion thereof, converted to non-qualified projects or activities without the prior written approval of the Division, Grantee shall, upon the request of the Division, repay to the Division, without interest, the amount of Funds expended on the previously qualified Project or portion thereof that is no longer qualified. Grantee shall require reasonable assurances of security for terms of affordability and repayments in the form of a recorded deed of trust for the property on which a project is located ("Assisted Property"), pursuant to 24 CFR § 92.252 and 24 CFR § 92.254, and which Grantee shall cause to be executed as part of providing Funds. A sale, transfer, or other conveyance of the Assisted Property is subject to the requirement that the amount of Funds previously invested in the property be treated in accordance with 24 CFR § 92.503.

G. Grantee may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the Division, result in the forfeiture of all financial support provided herein.

H. Program Income shall be treated in accordance with 24 CFR § 92.503. Program Income will be reported quarterly by Grantee to the Division. Program Income must be disbursed before Grantee requests Funds, as required by 24 CFR § 92.504. Program Income must be returned to the Division.

I. Grantee may not request disbursement of Funds under this Agreement until the Funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

J. Grantee shall carry, or require any Subrecipient to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of a Project, as required by the Division or federal law.

K. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits and on-site monitoring of the Project as the Division deems necessary 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 the Division contain accurate and reliable information; and
6. Whether all of the activities of the Project are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by the Division to the Project shall be announced to Grantee in advance of those visits and shall occur during normal operating hours. The representatives of the Division may request, and, if such a request is made, shall be granted, access to all of the records of Grantee that relate to the Project. The representatives of the Division may, from time to time, interview recipients of the housing services of the Project who volunteer to be interviewed.

L. At any time during normal business hours Grantee's records with respect to the Project shall be made available for audit, examination and review by the Division, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

M. Subject to NRS Chapters 41 and 354, the Parties will protect, defend, indemnify, and save and hold harmless the other Party, its employees, contractors, and agents, 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, in connection with, or arising out of any activities undertaken pursuant to this Agreement.

N. Grantee will not use any Funds or resources which are supplied by the Division in litigation against any person, natural or otherwise, or in its own defense in any such litigation, and agrees to notify the Division of any legal action which is filed by or against it.

O. This Agreement will commence upon the Effective Date, and the Funds allocated pursuant to it will be expended in accordance with Article I of this Agreement.

P. In the event Grantee and/or the Division anticipate that the total amount of Funds allocated by this Agreement will not be expended in the time and manner prescribed in this Agreement, the Division reserves the right to extract that portion for other projects/programs operated under the Division's HOME Program.

Q. Grantee agrees that no officer or employee of Grantee may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

R. Grantee agrees that no officer or employee of Grantee may use his or her position to secure or grant any unwarranted or improper 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.

S. Grantee agrees that no officer or employee of Grantee may participate as an agent of Grantee in the negotiation or execution of any contract between Grantee and any private business in which he or she has a financial interest.

T. Grantee agrees that no officer or employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

U. Grantee, and any Subrecipients, 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.

V. Grantee shall be bound by all county ordinances and state and federal laws, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the Division, or any combination thereof.

W. Any uncorrected material breach of this section may, at the discretion of the Division, result in forfeiture of all unexpended HOME Program funds received by Grantee pursuant to this Agreement. In addition, the Division may take any of the actions set forth in 2 CFR §200.339 or terminate the award of Funds as set forth in 2 CFR §200.340 upon a material breach of this Agreement which is not cured within 30 days of written notice of such material breach.

X. Grantee shall conduct all contracting and purchases with Funds to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Grantee shall adhere to the following requirements:

1. Costs are eligible, reasonable, and necessary.
2. The contractor is not federally debarred.
3. The contractor has the needed capacity and expertise.
4. All records pertinent to these procurements be maintained by the Grantee and be available to the Division for review at all times.

III. Federal General Conditions.

A. Grantee shall comply with the following laws and directives, as applicable:

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 Public Law 91-190 and the implementing regulations set forth in 24 CFR Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.
4. Section 109 of the Housing and Community Development Act of 1974.
5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, as amended and the regulations of HUD with respect thereto, including, without limitation, 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 with respect thereto, including, without limitations 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 issued pursuant thereto.
12. The Fair Labor Standards Act.
13. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
15. If 12 or more units are assisted hereunder, the Davis-Bacon Act, as amended, if in effect, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which 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 said workers shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. 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.
16. Labor requirements prescribed in 24 CFR §92.354.
17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Owner 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 Project, 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.
19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Owner:

- 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. not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert any religious influence in the provision of the public services set forth in this Agreement.
20. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
21. Build America Buy America Act (Pub. Law 117-58; 2 C.F.R. §184).

B. No officer, employee or agent of the Division 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 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. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Grantee 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 Grants, except that Grantee will not assume the Division's environmental responsibilities described in 24 CFR §92.352, nor the intergovernmental review process described in 24 CFR §92.359.

F. Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR §92.505.

G. Grantee shall maintain records in accordance with 24 CFR §92.508.

H. Grantee shall comply with the requirements of Executive Order 11625, 12432, and 12138, which provide for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Grantee shall provide the Division, 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 data:

- 1. Data on the 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.

The Division, in its discretion, may request such other and further information as from time to time required to ensure compliance with the mandates of the above listed Executive Orders.

I. Any material breach of the terms of this section may and all other sections of this agreement, in the discretion of the Division, result in forfeiture of all unexpended Funds received by Grantee pursuant to this Agreement, or any part thereof.

J. Grantee agrees that the qualified Project will comply with all State and local codes, ordinances and zoning requirements. Grantee agrees that all qualified Projects funded pursuant to this Agreement will comply with 24 CFR §92.251 as it relates to property standards and Uniform Physical Conditions Standards (UPCS) established by HUD pursuant to 24 CFR §5.705, and, if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Grantee agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance with Uniform Physical Condition Standards.

K. Grantee agrees and shall require Subrecipients to agree 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 State of Nevada Program Description.

L. Grantee agrees that, for the duration of this Agreement, the Project will be operated in compliance with HOME Program requirements, specifically those contained in 24 CFR §§92.250 through 92.258, inclusive, which includes §92.257 regarding use of Funds by religious organizations.

M. All leases with tenants living in units assisted by Funds pursuant to this Agreement shall be made for not less than one year, unless a shorter term is mutually agreed upon between landlord and tenant. All such leases must comply with the requirements set forth in 24 CFR §92.253.

N. Grantee agrees to allow the Division to inspect the property to ensure that the HOME assisted units meet HUD's Housing Quality Standards, or the standards that are in effect at the time of funding.

O. Grantee 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 date of project completion, pursuant to 24 CFR §92.252 or §92.254.

P. In conjunction with the acquisition and/or rehabilitation of any qualified Project, Grantee agrees, and shall require Subrecipients to agree, 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 local housing authority for assistance, and by assisting with their relocation per 24 CFR §92.353.

Q. Grantee agrees, and shall require Subrecipients, to re-certify Project tenant, if applicable, HOME Program eligibility at least annually as required by HUD regulations.

R. Grantee agrees, and shall require Subrecipients 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 corrections required by the applicable building and/or development codes, with the housing quality inspection to be performed annually, when applicable.

S. Grantee shall operate the project in compliance with all federal laws and regulations described in 24 CFR §92.350, including specifically, equal opportunity and fair housing, affirmatively marketing procedures and requirements pursuant to 24 CFR §92.351, displacement relocation and acquisition, labor, lead-based paint, and conflict of interest provision prescribed in in 24 CFR §92.356 (f).

T. Grantee certifies by signing this Agreement that Grantee nor any of its principals and/or designees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 1259, Debarment and Suspension, 28 C.F.R. §67.510, as published at Part VII of the May 26, 1988 Federal Register of every subcontractor receiving any payment in whole or in part from federal funds.

U. Grantee agrees, and shall require Subrecipients to agree, that maximum rents charged shall not exceed those calculated by HUD per HOME Program regulations, and that Grantee will supply tenants with written notice at least forty-five (45) days before implementing any rent increase.

IV. Financial Management.

A. Grantee agrees to comply, and shall require any Subrecipient to comply, with the applicable requirements of the United States Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" codified at 2 CFR Part 200, Subparts A – F.

B. Grantee agrees to comply with the requirement of 2 CFR Part 200 Subparts A, B, & D. and the following requirements of 24 CFR Part 85 apply to the participating jurisdictions, State recipients, and any governmental subrecipient receiving Funds: §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, inclusive, 85.36, 85.44, 85.51, and 85.52.

C. Grantee agrees, and shall require Subrecipients to agree, that all costs of any Project receiving Funds pursuant to this Agreement, 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 Division.

D. Grantee 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 the Division.

E. Grantee 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 Division.

F. Grantee 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 the Division.

G. Grantee shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide the Division with a copy of the complete audit report.

V. Modification or Revocation of Agreement.

A. The Division and Grantee will amend or otherwise revise this Agreement, should modification be required by HUD or any applicable Federal statutes or regulations.

B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise not forthcoming, the Division may revoke this Agreement.

C. In accordance with 24 CFR §85.43, the Division may suspend or terminate this Agreement if Grantee fails to comply with any of its terms. Grantee must comply with this Agreement throughout the entire period of affordability. In the event that the Project does not meet the affordability requirements throughout the period of affordability, Funds may be recaptured.

D. This Agreement may be terminated at the convenience of the Division in accordance with 24 CFR §85.44 upon thirty (30) days' notice to the other party.

E. This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by the Parties, or as otherwise set forth in the terms of the Agreement.

F. Any uncorrected material breach of this Agreement may, at the discretion of the Division, result in forfeiture of all unexpended HOME Program funds received by Grantee pursuant to this Agreement.

IN WITNESS WHEREOF, Clark County and the Nevada Housing Division have executed and delivered this Agreement effective as of the Effective Date identified above.

NEVADA HOUSING DIVISION:

By: _____
STEVE AICHROTH Date
Administrator

GRANTEE:

COUNTY OF CLARK:

BY: _____
TICK SEGERBLOM, CHAIR Date
Clark County Commissioners

ATTEST:

BY: _____
LYNN MARIE GOYA Date
County Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: *Sarah Schaerrer* Jun 10, 2025
[Sarah Schaerrer \(Jun 10, 2025 16:54 PDT\)](#)
SARAH SCHAERRER Date
Deputy District Attorney

EXHIBIT A

PROGRAM

Production of multi-family rental properties through acquisition, new construction, and rehabilitation, and/or fund down payment assistance for new homebuyers, and/or fund homeowner rehabilitation projects.

STATEMENT OF WORK

The County will fund the development or rehabilitation of multifamily rental project(s), assist with Down Payment Assistance for first-time homeowner(s) with needed rehabilitation with 2024 HOME funds.

AMOUNT: \$694,110.00