

2025 ACCOUNT FOR AFFORDABLE HOUSING GRANT AGREEMENT

This 2025 Account for Affordable Housing Grant Agreement is made and entered into on this _____ day of _____ 2025, (“Effective Date”) by and between the State of Nevada, Department of Business and Industry, Nevada Housing Division (“Division”), and Clark County, a political subdivision of the State of Nevada, (“Grantee”) collectively the “Parties.”

WHEREAS, the Division is the administering agency for the Account for Affordable Housing (“Account”) created pursuant to Nevada Revised Statutes (“NRS”) 319.500; and

WHEREAS, the Division is responsible for the planning, administration, implementation, and evaluation of the Account for Affordable Housing Program (“Program”) as set forth in NRS 319.510 and Nevada Administrative Code (“NAC”) 319.885 through 319.950, inclusive; and

WHEREAS, Grantee is a political subdivision of the State of Nevada; and

WHEREAS, the Division desires to assist the Grantee by providing funds from the Account (“Funds”) to assist Grantee with qualified Program activities.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants, and agreements herein, the Parties hereto do hereby agree as follows:

I. Scope of Services.

- A. The Division will grant SFY 2025 Funds to Grantee, effective July 1, 2024, in an amount not to exceed \$2,325,210.11 to assist Grantee with qualified Program activities, as more particularly described in Exhibit A, attached hereto, and incorporated herein. Money must be made available to individuals and families whose income is at or below 60% AMI.
- B. All funds must be expended between July 1, 2024, and June 30, 2027, (“Expenditure Period”). Pursuant to NAC 319.948, if Funds have not been expended by June 30, 2027, (“Expenditure Date”), the Funds must be returned to the Division. Upon written request by the Grantee and for good cause, the Division may extend the Expenditure Period for not more than 1 year. Written requests for extension must be submitted within 60 days of the Expenditure Date to be considered by the Division. In the event the Grantee and/or the Division anticipate the total amount of Funds allocated for this Agreement will not be expended by the Expenditure Date, the Division reserves the right to recapture that portion and reallocate funds for other projects/programs operated under the Program.
- C. Grantee agrees that any program costs, with regard to the distribution of Funds pursuant to this Agreement unless otherwise specified, exceeding \$2,325,210.11 will be the responsibility of Grantee. An amount not to exceed six percent (6%) of the Funds conveyed pursuant to this Agreement may be used for project delivery costs. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Grantee.

- D. Before disbursing Funds on behalf of any recipient, Grantee agrees to enter into an agreement by way of a signed application with the recipient.
- E. Changes in this Article I, Scope of Services, as outlined herein must be in accordance with NRS 319 and NAC 319, and made by written amendment to this Agreement, and approved by both Parties.

II. Division General Conditions.

- A. Grantee has requested the financial support of the Division that is provided for in this Agreement to assist Grantee with qualified Program activities, as more particularly described in Exhibit A. 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 an independent contractor only.
- B. Grantee will provide the Division with client usage records per activity on an annual basis during the period of this Agreement. Such report shall include, without limitation, 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;
 - 3. If the client is Hispanic or not;
 - 4. Number of low-income and very low-income clients;
 - 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 for each household served.
- C. Grantee will not use any portion of the Funds provided by this Agreement for any activities other than qualified Program activities.
- D. If the Division determines that Funds have been expended on ineligible costs, Grantee shall repay to the Division, along with any fees, interest, or other funds, the amount of Funds expended on ineligible costs.
- E. 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 voidable by the Division, and may, at the option of the Division, result in the forfeiture of all financial support provided herein.
- F. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and onsite monitoring of activities as the Division deems to be appropriate in order to determine:

1. Whether the objectives of the Program are being achieved;
 2. Whether the Program 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 Program;
 4. Whether the financial operations of the Program are being conducted properly; and
 5. Whether the periodic reports to the Division contain accurate and reliable information.
- G. Visits by the Division to Project shall be announced 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 related to the Program. Records with respect to the Program shall be made available for audit, examination and review by the Division, the Attorney General's Office, contracted independent auditors, or any combination thereof. The representatives of the Division may, from time to time, interview recipients of the Program who volunteer to be interviewed.
- H. The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act, by any of that party's employees, agents, or servants in connection with the performance of the Agreement.
- I. Grantee will not use any Funds or other 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 also to agree to notify the Division of any legal action which is filed by or against it in conjunction with this Program.
- J. Grantee agrees that no public officer or public 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 public duties of that position.
- K. Grantee agrees that no public officer or public employee of Grantee may use his or her position in government 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 significant pecuniary interest or any other person. As used herein, "unwarranted" means without justification or adequate reason.
- L. Grantee agrees that no public officer or public employee of Grantee may participate as an agent of Grantee in the negotiation or execution of a contract between Grantee and any private business in which he or she has a significant pecuniary interest.
- M. Grantee agrees that no public officer or public employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.
- N. Grantee, and any subgrantee, shall be bound by all county ordinances, and state and federal statutes, conditions, regulations, and assurances which are applicable to the entire Program or are required by the Division.

- O. Any material breach of this section may, in the discretion of the Division, result in forfeiture of all unexpended Funds received by Grantee pursuant to this Agreement, or any part thereof.
- P. 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 activity during the period of service of such officer, employee or agent, for one year thereafter.
- Q. Grantee agrees that it shall not enter into any agreement, written or oral, with any contractor if the contractor or subcontractor is listed on the Federal or State of Nevada Consolidated List of Debarred, Suspended, and Ineligible Contractors.

III. Financial Management.

- A. Grantee agrees, and shall require any subgrantee to agree, that all costs of any activity 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 activity shall be thoroughly identified and readily accessible to the Division.
- B. Funds provided to the Grantee pursuant to this Agreement are expendable beginning on the Effective Date. This Agreement will commence upon the Effective Date. Funds must be expended by the Expenditure Date. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division as needed, with supporting documentation. Division shall have 30 days to process such draw request. Payments will be made by the Division to the Grantee in the form of reimbursement for monies already spent on eligible Project costs.
- C. 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 activity will be provided upon request to the Division.
- D. 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. When complying with the Single Audit Act and 2 CFR Part 200, Subpart F, the audit must include funds that were disbursed from the Account and require all subgrantees and subrecipients who must comply with the Single Audit Act to include Trust Funds.

IV. Default and Remedies.

- A. The following shall constitute an event of default under this Agreement: Any breach of this Agreement, or Declaration after the expiration of any notice and cure periods set forth in Paragraph B of this Article IV.

B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 60 days from the date of the notice to cure the default. If the Grantee does not cure the default, the entire outstanding balance, including principal and interest, becomes immediately due and owing. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

V. Miscellaneous.

A. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway
Suite 200
Carson City, Nevada 89706
Attn: Administrator
Telephone: (775) 687-2249
Facsimile: (775) 687-4040
E-mail: nhdinfo@housing.nv.gov

To the Grantee: 500 S. Grand Central Parkway, 6th Floor
Las Vegas, Nevada 89155
Attn: Annie Nguyen
Community Housing Office
Email: cchome@clarkcountynv.gov

Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such notice, demand, request or communication shall be deemed to have been given and received on the next business day.

- B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.
- C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.
- D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.
- E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.
- F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- G. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.
- H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.
- I. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.
- J. Each Party represents and warrants to the other Party that:
 - 1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
 - 2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been duly authorized by all methods or corporate action of the Parties; and
 - 3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

VI. Modification or Revocation of Agreement.

- A. The Division and Grantee will amend or otherwise revise this Agreement should a modification be required under NRS 319 or NAC 319.
- 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 or Grantee may revoke this Agreement.
- C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of this Agreement's terms.
- D. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

NEVADA HOUSING DIVISION:

By: _____
Steve Aichroth, Administrator
Nevada Housing Division

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* 03/04/2025
Sarah Schaerrer (Mar 4, 2025 08:17 PST)
SARAH SCHAERRER Date
Deputy District Attorney

EXHIBIT A

Funding awarded by the 2025 Account for Affordable Housing Grant Agreement will be used for the following purposes:

Description: Funding or support for the construction or rehabilitation of housing units designated for individuals or families below 60% AMI.

Amount: \$2,325,210.11