

INTERLOCAL AGREEMENT TO PROVIDE FY2019/2020 HOME INVESTMENT
PARTNERSHIPS ("HOME") PROGRAM FUNDS TO THE
CITY OF NORTH LAS VEGAS

This Interlocal Agreement to Provide FY 2019/2020 HOME Investment Partnerships ("HOME") Program Funds to the City of North Las Vegas (the "Agreement") is made and entered into by and between Clark County, a political subdivision of the State of Nevada (the "County"), and the City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada (the "City"; collectively, the County and City may be referred to as the "Parties").

RECITALS

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; and

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

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"; and

WHEREAS, the City (DUNS# 0725889850000) located at 2250 N. Las Vegas Boulevard, North Las Vegas, NV 89030, is a local governmental unit; and

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 assistance to first-time homebuyers; and

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 5, 2017, 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 2018 through FY 2020; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may 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; and

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; and

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; and

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

NOW, THEREFORE, in consideration of the foregoing premises, it is agreed as follows:

I. Scope of Services

A. Subject to the actual receipt of funds from HUD and or NHD, the County will provide \$929,107 to the City as its share of the FY2019/2020 HOME Consortium funds as follows:

- \$763,674 will be funds received from the federal HOME grant award (FAIN# M-19-DC-32-0224), and
- \$165,433 will be funds received from the NHD HOME grant award (FAIN# M-19-SG-32-0100).

Of the \$763,674 in federal HOME grant funds, a maximum of \$76,367 in federal HOME funds *may* be used for program administration (10 percent annually) and a minimum of \$109,096 (annually 15 percent each, Federal and State) *must* be reserved for projects sponsored, owned, or developed by Community Housing Development Organizations (CHDOs).

B. The 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. The City agrees that any costs, unless otherwise specified, exceeding the \$929,107 in HOME funds provided by the County pursuant to this Agreement, as the Project set forth in the City's Annual Action Plan, as approved by HUD, will be the responsibility of the City. The City further agrees to pay all operating costs, including administrative costs; however, the County may, at its discretion award additional HOME or other funds to carry out the activities specified in this Agreement.

D. The City agrees to coordinate with the County to identify, and if necessary, substantially amend the 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, the 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 must be 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. The City has requested the financial support of the County that is provided for in this Agreement in order to enable the City to provide affordable housing services. The 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 the County may be claimed or found to exist, the City shall be an independent contractor only.

B. The City shall obtain any and all federal, state, and local permits and licenses required of the City to execute HOME qualified Projects as defined in the HOME program regulations (24 CFR 92). The City further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. The 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. The 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, the City shall, upon the request of the County, repay to the County, without interest, the amount of HOME Program funds expended on the non-qualified Project. The 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 the 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. The 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.

G. The City shall insure 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. The City shall allow duly authorized representatives of the County to conduct such occasional reviews, audits and on-site monitoring of the Project as the 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 the 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 the County to the Project shall be announced to the City in advance of those visits and shall occur during normal operating hours. The representatives of the County may request, and, if such a request is made, shall be granted, access to all of the records of the City which relate to the Project. The representatives of the 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, the City's records with respect to the Project shall be made available for audit, examination, and review by the 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, the 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 the City, its officers, or employees, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The 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 the County in the defense or handling of said suits, demands, judgments, liens and claims resulting from the actions of the City, its officers, or employees undertaken pursuant to this agreement and (ii) reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement.

L. The City will not use any HOME Program funds supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation. The City agrees to notify the County of any legal action which is filed by or against it relative to the Project.

M. This Agreement will commence upon its approval and signature by all parties. The City agrees to commit and expend FY2019/2020 HOME funds allocated under this Agreement in a way such that the City's balance of uncommitted funds, including Program Income, does not exceed the sum of the formula share allocations of the previous (3) three years plus the estimated formula share allocation for the forthcoming year, except when the City demonstrates that any lack of timeliness has resulted from factors beyond the 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 the City's total amount of uncommitted funds to (4) four Program Years. The amount of the City's uncommitted funds is determined in accordance with the provisions of the July 5, 2017 Interlocal Cooperative Agreement.

N. If, after the deadline referred to in the July 5, 2017 Interlocal Cooperative Agreement, the City and/or the County anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the County reserves the right to extract that portion for other projects/programs operated under the County's HOME Program.

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

R. The City agrees that no officer or employee of the City may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

S. The 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. The 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, the 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. The 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. The City will repay to the 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 the City anticipates that a project may not be completed within the four year period, the City will provide to the 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 the City.
2. The 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. The City will certify prior to the time HOME funds are committed, that these actions have been taken for each project.

3. The 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. The 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. The 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. The 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 the 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 the 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); and
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 the 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, and 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. The 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 the City will not assume the 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. The City shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

F. The City shall maintain records in accordance with 24 CFR 92.508.

G. The City shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts. The City shall provide the 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. The City will report upon receipt all Program Income earned from HOME funded projects within its respective jurisdiction and to forward all Program Income within 60 days to the County. The County, at its option and/or as directed by HUD, may apply reported 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 the County so that it may be deposited as required by 24 CFR 92.503(b)(3). The County will advise the City of any Project fund adjustment resulting from application of 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 the County.

J. Upon the revocation or expiration of this Agreement pursuant to Section III (O) of this Agreement, the City shall transfer to the County any unexpended HOME Program funds on hand at the time of expiration or 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, the City shall establish a term of affordability. The City agrees to establish this term of affordability for the qualified Projects in accordance with HOME Program regulations, 24 CFR 92.252, and 24 CFR 92.254, if applicable.

L. The 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. The 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. The 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. 24 CFR 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.

The City agrees to conduct inspections in conformance to 24 CFR 92.504 (d)(1).

N. The 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. The 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. The 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, the 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, the City agrees to provide advance notice to the 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. The 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. The 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. The 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. The 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. The City agrees, and shall require any subgrantee to agree, to comply with 2 CFR Part 200, Subpart F, entitled, "Audit Requirements".

B. The 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. The 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 the County.

D. The 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 the 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 the City on a regular basis, paying all allowable Project costs for which properly receipted bills have been presented. The City agrees to submit requests for reimbursement on a regular and consistent schedule.

E. Notwithstanding any provision of this Agreement, the 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 the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The City further agrees that the provision of any funds to the Project is conditioned on the County's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review.

F. The 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 the County or otherwise not forthcoming, the County may revoke this Agreement.

C. If the City fails to fulfill in a timely and proper manner its obligations under this Agreement, the County may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 7th day of July, 2020.

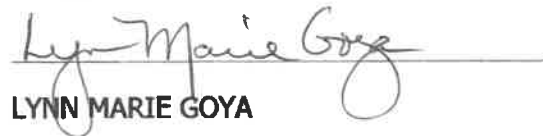
**BOARD OF COUNTY COMMISSIONERS,
CLARK COUNTY, NEVADA**



MARILYN KIRKPATRICK

Chair

ATTEST:



LYNN MARIE GOYA

County Clerk

APPROVED AS TO FORM:

By 

STEVEN SWEIKERT

Deputy District Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 19 day of August, 2020.

CITY OF
NORTH LAS VEGAS



JOHN J. LEE

Mayor

ATTEST:



CATHERINE A. RAYNOR

City Clerk

APPROVED AS TO FORM:

By 

MICAELA RUSTIA MOORE

City Attorney

EXHIBIT A
INCOME ELIGIBILITY AND RENT LIMITS FOR THE HOME PROGRAM

HOME PROGRAM - INCOME GUIDELINES			
U.S. Department of Housing and Urban Development (HUD)			
HOME Program Limits (06/01/2019)			
Poverty Levels (02/01/2019)			
FAMILY SIZE	INCOME NOT TO EXCEED		
1 Person	Poverty	\$12,490	
	30%	\$14,650	
	50%	\$24,400	(Very Low Income)
	60%	\$29,280	
	80%	\$39,050	(Low-Income)
2 Person	Poverty	\$16,910	
	30%	\$16,750	
	50%	\$27,900	(Very Low Income)
	60%	\$33,480	
	80%	\$44,600	(Low-Income)
3 Person	30%	\$18,850	
	Poverty	\$21,330	
	50%	\$31,400	(Very Low Income)
	60%	\$37,680	
	80%	\$50,200	(Low-Income)
4 Person	30%	\$20,900	
	Poverty	\$25,750	
	50%	\$34,850	(Very Low Income)
	60%	\$41,820	
	80%	\$55,750	(Low-Income)
5 Person	30%	\$22,600	
	Poverty	\$30,170	
	50%	\$37,650	(Very Low Income)
	60%	\$45,180	
	80%	\$60,250	(Low-Income)
6 Person	30%	\$24,250	
	Poverty	\$34,590	
	50%	\$40,450	(Very Low Income)
	60%	\$48,540	
	80%	\$64,700	(Low-Income)
7 Person	30%	\$25,950	
	Poverty	\$39,010	
	50%	\$43,250	(Very Low Income)
	60%	\$51,900	
	80%	\$69,150	(Low-Income)
8 Person	30%	\$27,600	
	Poverty	\$43,490	
	50%	\$46,050	(Very Low Income)
	60%	\$55,260	
	80%	\$73,600	(Low-Income)

**Exhibit B
HOME Program Rent Limits**

HOME PROGRAM RENT LIMITS U.S. Department of Housing and Urban Development (HUD) HOME Program Limits (06/01/2019)		
UNIT SIZE	MAXIMUM RENTS	
Efficiency	LOW HOME RENT	\$613
	HIGH HOME RENT	\$652
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$652
	50% RENT LIMIT	\$613
	65% RENT LIMIT	\$778
1 - Bedroom	LOW HOME RENT	\$657
	HIGH HOME RENT	\$791
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$791
	50% RENT LIMIT	\$657
	65% RENT LIMIT	\$834
2 - Bedroom	LOW HOME RENT	\$788
	HIGH HOME RENT	\$979
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$979
	50% RENT LIMIT	\$788
	65% RENT LIMIT	\$1,003
3 - Bedroom	LOW HOME RENT	\$911
	HIGH HOME RENT	\$1,150
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$1,416
	50% RENT LIMIT	\$911
	65% RENT LIMIT	\$1,150
4 - Bedroom	LOW HOME RENT	\$1,017
	HIGH HOME RENT	\$1,264
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$1,717
	50% RENT LIMIT	\$1,017
	65% RENT LIMIT	\$1,264
5 - Bedroom	LOW HOME RENT	\$1,122
	HIGH HOME RENT	\$1,376
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$1,975
	50% RENT LIMIT	\$1,122
	65% RENT LIMIT	\$1,376
6 - Bedroom	LOW HOME RENT	\$1,226
	HIGH HOME RENT	\$1,488
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	\$2,232
	50% RENT LIMIT	\$1,226
	65% RENT LIMIT	\$1,488