

CBE NO. 607101-24

INTERLOCAL AGREEMENT FOR WOODBURY ALL WHEELS PARK FY23/24

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this _____ day of _____, 2024 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and CITY OF MESQUITE, Nevada, hereinafter referred to as "CITY" for WOODBURY ALL WHEELS PARK FY23/24.

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, COUNTY has entered into a grant Agreement with the United States Department of Housing and Urban Development ("HUD") for participation in the Community Development Block Grant ("CDBG") program, CFDA# 14.218, under the Housing and Community Development Act of 1974, P. L. 93-383 as amended;

WHEREAS, COUNTY is responsible for the administration, implementation, planning, and evaluation within its respective jurisdiction of the CDBG Program (B20UC320001) and for the HUD Consolidated Plan (the "Plan");

WHEREAS, HUD has provided FY 2023/2024 CDBG Income Limits, as set forth in Exhibit A, for reference in determining the applicability of this grant under the relevant HUD regulations, requirements, and guidelines;

WHEREAS, CITY, DUNS # 194534764, a municipal corporation of the State of Nevada and located within the boundaries of the County of Clark, proposes to provide public service and capital development assistance to the residents of Mesquite as allocated in Exhibit B - Expenditures for Advancement of Monies ("the "Program");

WHEREAS, CITY is a member of the COUNTY CDBG Urban County Consortium for Fiscal Years 2021/2022, 2022/2023 and 2023/2024, as approved in a separate Interlocal Agreement on June 16, 2020;

WHEREAS, under the approved HUD Consolidated Plan Annual Action Plan for Fiscal Year 2023/2024, CITY agrees to fund those Fiscal Year 2023/2024 capital service project as listed in the Plan and under this AGREEMENT;

WHEREAS, the Program has been certified by COUNTY as having met the primary objective of the Plan.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

I. Scope of Services

- A. CITY will review its activities in advance with Community Resources Management Unit ("CRM") and will conform its activities to any practices necessary to assure continuing eligibility for CDBG funding.

- B. In the event federal funds are used for payment of all or part of this AGREEMENT, CITY certifies, by signing this AGREEMENT, that neither it nor its Sub-Subrecipients nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR 67.510, as published at Part VII of the May 26, 1988, Federal Register, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- C. CITY will allocate CDBG funds as set forth in Exhibit D. CITY shall provide CRM with client usage records on an annual basis. A cumulative report of the data is to be submitted within 90 days of the close of the program year. CITY shall provide the client usage report using the "Clark County Grantee Performance Report Direct Benefit Activities Form" monthly as shown in Exhibit C, as applicable. These records will contain, but are not limited to, the following data regarding the program target population:
 1. Number of persons assisted (for all non-housing activities).
 2. Number of households assisted (for all housing activities).
 3. Racial breakdown of persons (non-housing) or households (housing) served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other Multi-Racial, reference Exhibit C.
 4. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race, reference Exhibit C.
 5. Number and percentage of Low- and Moderate-Income clients, as defined by the HUD CDBG Income Limits in Exhibit A.
 6. Number of female heads-of-household served.
 7. Number of persons with disabilities.
 8. Household size and type for housing activities.
 9. Number of seniors served.

II. County General Conditions

- A. COUNTY will have no relationship whatsoever with the services provided, except the provision of financial support to CITY and the receipt of such reports as provided for in this AGREEMENT. COUNTY is responsible to ensure that all HUD statutes, regulations, and policies and procedures are adhered to.
- B. CITY may not assign or delegate any of its rights, interests or duties under this AGREEMENT without the written consent of COUNTY. Any such assignment or delegation made without the required consent shall be void, and may, at the option of COUNTY, result in the forfeiture of all obligations of COUNTY herein.
- C. CITY must keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or County ordinance or state or federal statute.
- D. COUNTY will require CITY to be bound by all City and County ordinances and state and federal statutes as required.
- E. CITY shall not lease any portion of any facility, which falls under the jurisdiction of this AGREEMENT, without prior written approval from COUNTY. Any lessee, sub lessee, or assignee must meet CDBG program requirements and serve eligible low to moderate income residents.

If any facility financed by this AGREEMENT, or any portion thereof, is subleased without prior written approval of COUNTY, or through foreclosure or other circumstances CITY loses legal possession of the property, CITY shall, upon the request of COUNTY, repay to COUNTY, the affected amount of the funds that CITY received from COUNTY hereunder. COUNTY may require reasonable assurances of security for such repayments.

- F. CITY shall allow duly authorized representatives of COUNTY, independent auditors contracted by COUNTY, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such occasional reviews, audits, and on-site monitoring of the facility as the reviewing agency 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;
 5. Whether the periodic reports to COUNTY contain accurate and reliable information; and
 6. Whether all of the activities of the Program are conducted in compliance with the provisions of Federal laws and regulations and this AGREEMENT.

Visits by COUNTY, independent auditors contracted by COUNTY, representatives of HUD, or the Comptroller General of the United States, shall be announced to CITY in advance of those visits, and shall occur during normal operating hours. Such persons may request, and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of CITY which relate to the Program.

- G. CITY shall protect, defend, indemnify, and hold harmless 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, in connection with, or arising out of any activities undertaken pursuant to this AGREEMENT. CITY'S obligation to protect, defend, indemnify, and hold harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by COUNTY in the defense or handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred COUNTY in enforcing or obtaining compliance with the provisions of this AGREEMENT.
- H. CITY shall not use any funds or resources which are supplied COUNTY in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify COUNTY of any legal action which is filed by or against it.
- I. No officer, agent, consultant, or employee of CITY 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.
- J. No officer, agent, consultant, 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.
- K. No officer, agent, consultant, 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.
- L. No officer, agent, consultant, or employee of the CITY may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.
- M. CITY may not assign or delegate any of its rights, interests or duties under this AGREEMENT without written approval from COUNTY. Any assignee must meet CDBG program requirements and serve eligible low to moderate income clients. Any such assignment or delegation made without the required consent shall be void, and may, at the option of COUNTY, result in the forfeiture of all financial support provided herein.
- N. Environmental reviews for capital projects shall be prepared by COUNTY with the assistance and cooperation of CITY.

- O. Compliance with the Davis Bacon federal or the State wage requirements, whichever is higher, shall be the responsibility of CITY and be subject to technical approval of CRM staff prior to payment of program invoices.
- P. As applicable, in the event that CITY'S procurement policies and procedures do not meet the standards of 2 CFR 200 (Uniform Guidance), CITY shall adopt procedures that comply with 2 CFR 200. Exhibit E contains the "CRM Subrecipient Guidelines for Federal Funding-Procurement Policies and Procedures" and provides guidelines that align with 2 CFR 200 (Uniform Guidance) regulations regarding procurement of goods and services for grant-related activities. These guidelines are meant as general guidance and do not represent a full interpretation of 2 CFR 200, therefore CITY should become familiar with 2 CFR 200 to support compliance with all Federal regulations therein.
- Q. CITY shall abide by CDBG program caps (i.e. 10 percent construction contingency; 20 percent administration; and 15 percent public services) unless authorized in writing by the Manager, CRM, to exceed the caps against the entity's yearly grant allocation.
- R. CITY acknowledges these funds are not to be used for research and development activities.
- S. CITY shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. CITY shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, CITY shall make available to COUNTY staff these written policies and procedures and will be monitored for compliance.
- T. Bi-annual client usage records as well as an end-of-the-year cumulative report must be provided for the duration of this AGREEMENT which is five (5) years, plus an additional five years as required by HUD, per CFR 570.503(b)(7)(i), for a total ten (10) years.
- U. CITY, by itself or through an authorized agent of CITY, shall operate the Project as a community-based public facility for adults and youth, or for some other purpose which meets one of the CDBG national objectives described in 24 CFR 570.901 (the "Permitted Use") for ten (10) years following the execution of this AGREEMENT (5 years duration of AGREEMENT plus an additional 5 years as required by HUD). If at any time during the ten year period CITY fails to operate the Project for the Permitted Use, CITY shall, with reasonable cooperation from the COUNTY, after receipt of written notice from the COUNTY of such violation within (30 days) thereafter if CITY fails to cure such violation (the "Cure Deadline"), reimburse to the COUNTY the actual amount of CDBG grant funds received by CITY from the COUNTY under this AGREEMENT for the Project, without interest (the "Project Amount"). Notwithstanding anything to the contrary herein, (1) the Project Amount due under this Section shall be prorated on a day-to-day basis over the ten year period and CITY shall be only required to repay such pro-rata portion of the Project Amount for the days remaining under the period as of the date of such violation; (2) CITY shall only be required to repay the portion of the Project Amount set forth in Subsection (1) above, upon a final determination that such use of the Project is not for the Permitted Use, and only to the extent the COUNTY is required to reimburse such funds to HUD, and (3) the COUNTY shall reasonably cooperate with CITY for determining an appropriate repayment method.

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 (NEPA) and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.
 - 3. Title VIII of the Civil Rights Act of 1968, Pub.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 (42 U.S.C. 2000d-2000d- 4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR, Part 100.
 7. Section 109, Title I of the Housing and Community Development Act of 1974, Pub. L. 93-383.
 8. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.
 9. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.
 10. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR, Part 146.
 11. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations issued at 24 CFR, Part 8.
 12. Executive Order 11246, and the regulations which are issued under the Order at 41 CFR, Chapter 60.
 13. The Federal Labor Standards Act.
 14. The Fair Labor Standards Act, as amended.
 15. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Sections 102 and 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012 (a) and 4106 (a)).
 16. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect facility occupants from the hazards associated with lead-based paint abatement procedures.
 17. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform construction work, 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 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.
 18. 24 CFR, Part 92, of the Cranston-Gonzales National Affordable Housing Act of 1990.
 19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.
 20. Section 319 of Pub. L. 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.
 21. 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.
- B. CITY shall carry out its activities in compliance with all Federal laws and regulations described in 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards" and 2 CFR Part 200, Subpart E, entitled "Cost Principles"; and shall comply with 2 CFR Part 200, Subpart F, entitled "Audit Requirements" to meet the audit requirements of this Uniform Administrative Requirement, as applicable, and shall forward a copy of the most recent audit within 30 days of completion.

Program participants, except program participants of CITY that are governmental entities, shall comply with the requirements and standards of 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". 2 CFR Part 200, Subpart E, entitled "Cost Principles".

Before disbursing any CDBG funds to a program participant, CITY shall sign a written agreement with the program participant which shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. At a minimum, the written agreement with the program participant shall include provisions concerning the following items: (1) statement of work, (2) records and reports, (3) program income, (4) uniform administrative requirements, (5) other program requirements (24 CFR 570, Subpart K), (6) conditions for religious organizations, (7) suspension and termination, and (8) reversion of assets.

- C. CITY shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 570.600 - 614, which are applicable to Federal Fiscal Years 2020-2024 CDBG grants, except that CITY will not assume the COUNTY'S environmental responsibilities described at 24 CFR 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- D. No officer, agent, consultant, employee, or elected or appointed official of COUNTY, or CITY, shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself or for those with whom he or she has family or business ties during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.
- E. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.
- F. 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.
- G. Program income, as defined in 24 CFR 570.500 and 2 CFR 200.80, shall be returned to COUNTY unless COUNTY authorizes in writing that all or a specific portion thereof of such program income will be retained by CITY. Provisions under Subpart 504 shall include:
 - 1. Recording program income. The receipt and expenditure of program income as defined in 24 CFR 570.500 (a) shall be recorded as part of the financial transactions of the grant program.
 - 2. Disposition of program income received by program participants.
 - 3. Disposition of program income received by CITY.
 - 4. Disposition of certain program income received by COUNTY.
- H. CITY shall comply with applicable Grant Administration requirements, as described in 24 CFR 570.500-513.
- I. CITY shall maintain records in accordance with 2 CFR 200.333337 and 24 CFR 570.502 (b).
- J. CITY shall follow criteria to determine whether a CDBG assisted activity complies with one or more of the national objectives as required under 24 CFR 570.200, 570.506, and 570.208, "Criteria for National Objectives".
- K. The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

1. A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
 - a. The new use of such property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government; or
 - b. The requirements in paragraph 2 of this section are met.
2. If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under the section above, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed. Following the reimbursement of the CDBG program the property no longer will be subject to any CDBG requirements.

IV. Financial Management

- A. This AGREEMENT is subject to other requirements of 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and 2 CFR Part 200, Subpart E, entitled "Cost Principles", as they relate to the use of the CDBG funds by CITY, and is subject to the current federal regulations as may be amended.
- B. All CITY'S costs of the Program shall be recorded by budget line items and be supported by canceled checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, CITY'S financial transactions with respect to the Program may be audited by COUNTY, independent auditors contracted by COUNTY, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, program participants, and other persons pertaining to such financial transactions and necessary to facilitate the audit.
- C. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including canceled checks, payrolls, time records, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to COUNTY.
- D. Invoices of expenditures must be submitted to COUNTY and funds will be accounted for in a ledger separate from all other revenue sources, per 2 CFR 200.305. Timeliness of payments to CITY shall be in accordance with 2 CFR 200.305, 2 CFR 200.300-309, and 31 CFR 205, whereby methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the subgrantee, in accordance with the cited regulations. Disbursement of funds should occur within 3-5 working days, per recommendation of U.S. Department of Housing and Urban Development.
- E. Expenditures will be reviewed for consistency with the approved budget and scope of services as well as 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". Approved invoices will be paid in a timely manner.

- F. Advancement of funds is contingent upon receipt by COUNTY of its Federal Fiscal Year 2023/2024 CDBG grant funds, in the amounts shown at Exhibit B. COUNTY shall bear no liability to fund or provide payment to or on behalf of CITY'S expenditures under the jurisdiction of this AGREEMENT in the event no CDBG funds are received during Federal Fiscal Year 2023/2024 and shall only be liable for payment to the extent CDBG funds are received.
- G. A minimum of 50 percent (50%) of funds will be expended for Project activities by June 30, 2025. Any funding extension request must be approved by COUNTY. To obtain such extension, CITY must submit a formal letter to COUNTY requesting funding extension, ninety (90) days prior to the 1st day of June 2025. COUNTY will approve or deny the funding extension request in writing within sixty (60) days of receipt of said request.
- H. In the event that COUNTY finds that the total amount of its CDBG funds allocated for the Program are not expended in the time and manner prescribed in this AGREEMENT, COUNTY reserves the right to extract that portion for other projects and programs under its CDBG Program, after providing at least forty- five (45) days written notice to CITY.
- I. Upon the expiration or revocation of this AGREEMENT, CITY shall transfer to COUNTY any funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of the funds.

V. Expiration, Modification, or Revocation

- A. The parties hereto are required to amend or otherwise revise this AGREEMENT should such modification be required by HUD or any applicable Federal statutes or regulations.
- B. COUNTY will not be obligated to pay any monies for the Program in the event that any of the CDBG funds provided for in Exhibit B are terminated or withheld from COUNTY, or otherwise not forthcoming and in such event, COUNTY may modify or revoke this AGREEMENT. Nothing in this AGREEMENT shall prohibit COUNTY, at its discretion, from providing a portion of the funds to or on behalf of CITY in the event that COUNTY receives only a portion of the funds expected to be received by COUNTY from HUD, in the amounts described in Exhibit B.
- C. If CITY fails to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if CITY violates any of the conditions or limitations of this AGREEMENT, COUNTY may suspend or revoke this AGREEMENT, and the provision of the funds, in accordance with 2 CFR 200.338-342.
- D. COUNTY may revoke this AGREEMENT at any time for its convenience, in accordance with 2 CFR 200.339.

ARTICLE II: TERM OF AGREEMENT

The term of AGREEMENT shall be from date of award through June 30, 2026 with 2, one-year extension upon request.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) 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 will reimburse CITY \$1,405,063 in CDBG Funds (the "Funds"), to assist CITY with the cost of the Program, as set forth in Exhibit B, and for the uses described in Scope of Work set forth in Exhibit D.

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

Invoices shall be submitted via email to: kent.golangco@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

AGREEMENT is entered into to secure the services of CITY. Services specified in this AGREEMENT shall not be subcontracted by CITY without the written consent of COUNTY.

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: Jamie Sorenson, Director
Clark County Social Service Department
1600 Pinto Lane
Las Vegas, Nevada 89106
Email: Jamie.Sorenson@ClarkCountyNV.gov

To CITY: Attention: Peter Jankowski, City Manager
City of Mesquite
10 E. Mesquite Blvd.
Mesquite, Nevada 89027
Email: pjankowski@mesquitenv.gov

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 required insurance coverage, 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.

(Left Intentionally Blank, Signatures on Next Page)

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

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original.

COUNTY OF CLARK:

CITY OF MESQUITE:

BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

BY: _____
ALLAN S. LITMAN
Mayor

ATTEST:

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

BY: _____
JULIE GOODSELL
Deputy City Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

APPROVED AS TO FORM:
City of Mesquite

BY: Jason Patchett
Jason Patchett (Jun 10, 2024 13:13 PDT)
JASON B. PATCHETT
Deputy District Attorney

BY: _____
BRYAN PACK
City Attorney

EXHIBIT A

DIRECT SERVICE PROGRAM INCOME ELIGIBILITY CRITERIA

HUD CDBG INCOME LIMITS AND PRESUMED BENEFIT CATEGORIES

FAMILY SIZE	INCOME NOT TO EXCEED		
	LOW INCOME -80%	VERY LOW INCOME -50%	EXTREMELY LOW INCOME -30%
1	\$53,350 or less	\$33,350 or less	\$20,000 or less
2	\$60,950 or less	\$38,100 or less	\$22,850 or less
3	\$68,550 or less	\$42,850 or less	\$25,700 or less
4	\$76,150 or less	\$47,600 or less	\$28,550 or less
5	\$82,250 or less	\$51,450 or less	\$30,850 or less
6	\$88,350 or less	\$55,250 or less	\$33,150 or less
7	\$94,450 or less	\$59,050 or less	\$35,450 or less
8	\$100,550 or less	\$62,850 or less	\$37,700 or less

Information provided by the United States Department of Housing and Urban Development, effective April 1, 2024.
Source: <https://www.huduser.gov/portal/datasets/il.html>

Median Family Income for a family of four in FY 2024 in Clark County is \$87,800.

A **low-income household** means a household having an income equal to or less than the CDBG low income limit established by HUD. A **very-low-income household** means a household having an income equal to or less than the CDBG very low-income limit established by HUD at 50 percent of median household income. An **extremely low-income household** means a household whose income is 30 percent or less of the Median Family Income adjusted for family size.

Presumed Benefit Categories: Activities that exclusively serve a group of persons in any one or a combination of the following HUD approved categories may be presumed to benefit 51% of the persons who are low to moderate income. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. **HUD Presumed Benefit groups include abused children, battered spouses/partners, elderly persons (62 or older), adults meeting the Bureau of the Census' Current Population Reports definition of severely disabled, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.**

EXHIBIT B

CITY OF MESQUITE

EXPENDITURES FOR ADVANCEMENT OF MONIES

**PROJECTED COMMUNITY DEVELOPMENT BLOCK GRANT
ALLOCATIONS BY PROJECT**

FY 2023/2024 Community Development Block Grant Funds

The following projects may be reimbursed with Clark County Community Development Block Grant (CDBG) federal funds for Fiscal Years 17/18, 18/19, 19/20, 20/21, 21/22, 23/24, in a combined total not to exceed \$1,405,063.

FY23-24 Capital Project

Woodbury Skate Park

Unspent FY2017-2018	\$205,244
Unspent FY2018-2019	\$229,920
Unspent FY2019-2020	\$230,997
Unspent FY2020-2021	\$241,318
Unspent FY2021-2022	\$246,545
FY2023-2024	\$251,039
	<hr/>
Total	\$1,405,063



EXHIBIT C

Clark County Grantee Performance Report Direct Benefit Activities Report Form U.S. Department of Housing and Urban Development Community Development Block Grant Program

Name of Grantee: _____

Contact Person: _____

Phone No: _____

Program Name: _____

E-mail: _____

Program Description & Location: _____

To be completed by staff. IDIS #: _____

Client Statistics

Year-To-Date

Total # of Persons Assisted: _____

Total # of Low Income (80% of median income) Assisted: Total # of _____

Very Low Income (50% of median income) Assisted: _____

Total # of Extremely Low Income (30% of median income) Assisted: Total # _____

of Female-Headed Households Assisted: _____

Total # of Disabled Citizens Assisted: Total # _____

of Seniors Citizens Assisted: Total # of _____

Homeless Persons Assisted: _____

Select and provide the total number of clients served by race in the categories provided below. Your totals in the ten (10) categories must equal your total number of persons assisted and median income breakdown given above.

RACE	TOTAL # OF PERSONS (Month)	TOTAL # OF PERSONS (Year-To-Date)	HISPANIC *
1. White			
2. Black/African American			
3. Asian			
4. American Indian/Alaskan Native			
5. Native Hawaiian/Other Pacific Islander			
6. American Indian/Alaskan Native & White			
7. Asian & White			
8. Black/African American & White			
9. American Indian/Alaskan Nat. & Black/African			
10. Other Multi-Racial			

*Provide total number of Hispanic clients served by race as determined by client. Total number should be in addition to the race categories and not substitute for race. The Hispanic ethnic total need not balance with any race category.

Check appropriate year for which you are reporting:

7/1/21-6/30/22 ___ 7/1/22-6/30/23 ___ 7/1/23-6/30/24 ___ 7/1/24-6/30/25 ___ 7/1/25-6/30/26 ___

Check appropriate month(s) for which you are reporting:

Jul ___ Aug ___ Sept ___ Oct ___ Nov ___ Dec ___ Jan ___ Feb ___ Mar ___ Apr ___ May ___
Jun ___ Final End of the Year (Cumulative Unduplicated)

News and Accomplishments: Please attach news and accomplishments.

EXHIBIT D

SCOPE OF WORK
CITY OF MESQUITE

Project allocations and scopes of work are provided in table below. This includes unspent funds from prior years.

Subrecipient will provide notice to Clark County of any program changes during Fiscal Years 2021 (Action Plan) and 2020-2024 (Capital Improvement Plan) for which County funds are allocated under the provisions of this Interlocal Agreement. Subrecipient shall retain flexibility in shifting funds from one activity to another.

FY 2023-2024

PROJECT	SCOPE OF WORK BY ACTIVITY	BUDGET ALLOCATION
Woodbury Skate Park	Enhancement of the existing Woodbury Park to a community Skate/Pump track park. Removal of approx. 1.20 Acres of grass for water conservation and add fill, fencing, cement and asphalt. Installation of a pump track, skate/bike park, benches, security cameras and drinking fountains.	\$205,224 (2017-2018)
		\$229,920 (2018-2019)
		\$230,997 (2019-2020)
		\$241,318 (2020-2021)
		\$246,545 (2021-2022)
		\$251,039 (2023-2024)
Total:		\$1,405,063