

**INTERLOCAL AGREEMENT FOR 2023 AGREEMENT TO USE ACCOUNT FOR
AFFORDABLE HOUSING TRUST FUNDS**

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2022 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and the STATE OF NEVADA, DEPARTMENT OF BUSINESS AND INDUSTRY, NEVADA HOUSING DIVISION, hereinafter referred to as "DIVISION", collectively the "Parties" for 2023 Agreement to Use the Account for Affordable Housing ("Account").

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, DIVISION, is the administering agency for the Account;

WHEREAS, DIVISION, is responsible for the planning, administration, implementation, and evaluation of the Account for Affordable Housing Trust Funds Program ("Program");

WHEREAS, COUNTY is a Nevada political subdivision; and

WHEREAS, DIVISION desires to assist COUNTY by providing funds from the Account to assist with COUNTY'S qualified projects under NRS 319.510, and NAC 319.885 through 319.950, inclusive; and

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between DIVISION and the COUNTY that on July 1, 2022, Trust Funds have been conveyed to COUNTY by DIVISION, subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. SCOPE OF SERVICES

- A. DIVISION will provide, COUNTY effective July 1, 2022 ("Effective Date"), Trust Funds not to exceed the total of \$2,918,308 to assist with qualified program, projects or activities ("Projects"). These Trust Funds will be used to assist individuals and families at risk for homelessness or already homeless in obtaining and/or maintaining affordable housing. All households assisted must have gross incomes below 60% of the area median incomes.
- B. All Trust Funds must be expended between July 1, 2022, and June 30, 2025 ("Expenditure Date"). If the Trust Funds awarded have not been expended by the Expenditure Date, they must be returned to DIVISION. Upon written request by COUNTY and for good cause, DIVISION may extend the period of the grant for not more than one year from the Expenditure Date. Written requests for extension must be submitted within 60 days of the Expenditure Date to be considered by DIVISION. In the event COUNTY and/or DIVISION anticipate the total amount of Funds allocated for this Agreement will not be expended, DIVISION reserves the right to recapture that portion and reallocate funds for other projects/programs operated under the Program.
- C. COUNTY agrees that any program costs, unless otherwise specified, exceeding the not to exceed amount provided by DIVISION pursuant to this AGREEMENT, will be the responsibility of COUNTY. An amount not to exceed six percent (6%) of the Trust Funds conveyed pursuant to this AGREEMENT may be used for Project delivery costs. Any ongoing Project costs, such as maintenance and operations, shall be the sole responsibility of COUNTY or if delegated, subgrantees, but in any event not that of DIVISION.

- D. COUNTY agrees that all families receiving assistance must have incomes at or below 60% of area median income as determined annually by the Department of Housing and Urban Development.
- E. Changes in the Scope of Services as outlined herein must be in accordance with applicable sections of NRS chapter 319 and NAC chapter 319, made by written amendment to this AGREEMENT and approved by both Parties. Any such changes must not jeopardize the Account.

II. DIVISION'S GENERAL CONDITIONS

- A. COUNTY has requested the financial support of DIVISION that is provided for in this AGREEMENT to enable COUNTY to provide affordable housing assistance. 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 DIVISION may be claimed or found to exist, COUNTY shall be an independent contractor only.
- B. COUNTY shall obtain, or require any subgrantee or subrecipient to obtain, any and all federal, state, and local permits and licenses required to execute any individual project as described in this AGREEMENT's Scope of Services. COUNTY further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.
- C. COUNTY will provide DIVISION with client usage records per activity on a quarterly basis during the period of this AGREEMENT, per NAC 319.946 and NRS 319.520 (2). Quarterly reports will be submitted in a manner per the direction of DIVISION.
- D. COUNTY will not use any portion of the allocated Trust Funds for other than Program qualified projects, as defined in NRS chapter 319, and NAC chapter 319.
- E. If the qualified projects or activities, or any portion thereof, are converted to non-qualified Programs, projects or activities without the prior written approval of DIVISION, COUNTY shall, upon the request of DIVISION, repay to DIVISION, without interest, the amount of Trust Funds expended on the non-qualified project.
- F. COUNTY may not assign or delegate any of its rights, interests, or duties under this AGREEMENT without the prior written consent of DIVISION. Any such assignment or delegation made without the required consent shall be voidable by DIVISION, and may, at the option of DIVISION, result in the forfeiture of all financial support provided herein.
- G. COUNTY shall carry, or require any subgrantee or subrecipient to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.
- H. COUNTY shall allow duly authorized representatives of DIVISION to conduct such occasional reviews, audits and on-site monitoring of projects as 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;
 - 5. Whether the periodic reports to DIVISION contain accurate and reliable information; and
 - 6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this AGREEMENT.

- I. Visits by DIVISION to Projects/Programs shall be announced in advance of those visits and shall occur during normal operating hours. The representatives of DIVISION may request, and, if such a request is made, shall be granted, access to all records of COUNTY which relate to the program. The representatives of DIVISION may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.
- J. At any time during normal business hours, COUNTY'S records with respect to the program shall be made available for audit, examination and review by DIVISION, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.
- K. Subject to NRS Chapters 41 and 354, COUNTY will remain responsible to DIVISION 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 negligence, gross negligence or intentional act of COUNTY or its agents pursuant to this AGREEMENT.
- L. COUNTY will not use any funds or resources which are supplied by DIVISION in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify DIVISION of any legal action which is filed by or against it.
- M. Trust Funds allocated by DIVISION to COUNTY under this AGREEMENT are expendable beginning on the Effective Date. This AGREEMENT will commence upon its approval and signature by all parties. Trust Funds must be used by the Expenditure Date.
- O. COUNTY agrees that no officer or employee of COUNTY 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.
- P. COUNTY agrees that no officer or employee of COUNTY 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. COUNTY agrees that no officer or employee of COUNTY may participate as an agent of COUNTY in the negotiation or execution of any contract between COUNTY and any private business in which he or she has a financial interest.
- R. COUNTY agrees that no officer or employee of COUNTY may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.
- S. COUNTY, and any subgrantee or subrecipient, 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. COUNTY, and any subgrantee or subrecipient, 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 HUD, DIVISION, or any combination thereof.
- U. Any material breach of this section may in the discretion of DIVISION, result in forfeiture of all unexpended Trust Funds received by COUNTY pursuant to this AGREEMENT, or any part thereof.

- V. No officer, employee or agent of DIVISION shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.
- W. Upon the revocation of this AGREEMENT or the expiration of its terms, COUNTY shall transfer to DIVISION any Trust Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Trust Funds, unless waived in writing by DIVISION.

III. FINANCIAL MANAGEMENT

- A. COUNTY agrees, and shall require any subgrantee or subrecipient to agree, that all costs of any project receiving funds pursuant to this AGREEMENT, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to DIVISION.
- B. COUNTY agrees to submit requests for funds monthly on the 15th of the month after the expenses are incurred. Should the 15th fall on a weekend or holiday, the draw shall be submitted the next business day. In the event there are no expenses, a draw shall be submitted. The draw total should read \$0.00. Requests for Funds will be submitted in a manner per the direction of DIVISION.
- C. COUNTY agrees that it may not request disbursement of funds under this AGREEMENT until required AGREEMENTs are signed.
- D. COUNTY 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 DIVISION.

IV. MODIFICATION OR REVOCATION OF AGREEMENT

- A. DIVISION and COUNTY will amend or otherwise revise this AGREEMENT should such modification be required under NRS 319 or NAC 319.
- B. In the event that any of the Trust Funds for any reason are terminated or withheld from DIVISION or otherwise not forthcoming, DIVISION or COUNTY may revoke this AGREEMENT.
- C. DIVISION may suspend or terminate this AGREEMENT if COUNTY fails to comply with any of its 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. It is not intended for the benefit of any third parties.
- E. COUNTY shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide 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.

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

COUNTY OF CLARK:

NEVADA HOUSING DIVISION:

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

BY: Steve Aichroth Digitally signed by: Steve Aichroth
DN: CN = Steve Aichroth email = saichroth@housing.
Nev.gov O = AD O = Housing Division OU =
Administrator
Date: 2022.10.12 13:21:28 -0700
STEVE AICHROTH Date
Administrator

State of Nevada)
Carson City)

ATTEST: BY:

BY: _____
LYNN MARIE GOYA Date
County Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: Elizabeth A. Vibert Oct 27, 2022
ELIZABETH A. VIBERT Date
Deputy District Attorney