

**INTERLOCAL AGREEMENT FOR 2023/2024
CHOICE NEIGHBORHOODS IMPLEMENTATION PLAN**

This Interlocal Agreement for the Choice Neighborhoods Implementation Plan ("Agreement") is between THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY, NEVADA, a public body corporate and politic ("SNRHA") and THE CITY OF LAS VEGAS, a municipal corporation of the State of Nevada {"City"} (hereinafter referred to as the "Party" or "Parties").

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, NRS 315.440 (5) authorized SNRHA to work cooperatively with the relevant local jurisdictions concerning new developments or housing projects, or both.

WHEREAS, SNRHA and the CITY are individually authorized by law to engage in housing activities;

WHEREAS, pursuant to the U.S. Department of Housing and Urban Development ("HUD") Public and Indian Housing Choice Neighborhoods Implementation Grant Program Notice of Funding Availability ("NOFA"), HUD awarded a FY 2023, \$50 million Choice Neighborhoods Implementation Grant ("Grant") to SNRHA and the City as Co-Applicants for the revitalization of the former Marble Manor, a highly distressed public housing development, and the surrounding neighborhoods within the Historic Westside neighborhood;

WHEREAS, the Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. As part of a 2023/2024 Choice Neighborhoods Implementation grant awarded to SNRHA, SNRHA developed a comprehensive Transformation Plan for the revitalization of the Choice Neighborhood. The core goals of the Choice Neighborhoods Programs are:

- a. Housing: Replace severely distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
- b. People: Improve outcomes of households living in the target housing related to income and employment, health, and education; and
- c. Neighborhood: Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community;

WHEREAS, the Parties accepted the Choice Neighborhoods Implementation Grant and have executed a FY 2023/2024 Choice Neighborhoods Implementation Grant Agreement, attached hereto as Attachment A; and

WHEREAS, the Parties have committed to work together and have committed to leverage certain resources to implement the Transformation Plan in the Choice Neighborhood with SNRHA serving as the Lead Applicant and the City serving as Co-Applicant and Neighborhood Implementation Entity;

WHEREAS, this Agreement sets forth the terms and conditions regarding the Parties' commitment to further the strategies of the Transformation Plan; and

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1: Term

1.1 Term. This Agreement may be executed in counterparts and is effective upon execution by all Parties. The agreement shall expire on September 30, 2032 or the completion of the grant, subject to the availability of funds provided by HUD and the terms of the Grant (along with any allowable agreed-upon extensions, the "Implementation Period").

1.2 Period of Performance. The Grant Award Date is July 16, 2024. The Period of Performance Start Date is July 17, 2024 (one day after Grant Award Date) and the End Date is September 30, 2032, or the completion of the grant, whichever comes later.

ARTICLE 2: SNRHA's Commitment

2.1 Commitment of Funds. In accordance with Implementation Grant Agreement, Article IX. Matching and Leveraged Funds, outlined in Attachment A, and in accordance with section 241 of the 1937 Act (42 U.S.C. 141(c)), HUD requires the parties to match funds in cash or in-kind donations, including new commitments of funding.

1. Grant Staffing. SNRHA shall commit up to Six Hundred Ninety-Six Thousand Dollars and Zero Cents in Choice Neighborhoods funds (\$696,000.00) to fund a Grant related staff position, currently the "Grant Program Coordinator" in the City's Department of Neighborhood Services, necessary to administer the Grant, including salary, benefits, and expenses, as agreed upon by both Parties and HUD. The staff position shall:
 - a. Implement the neighborhood component of the Choice Neighborhoods Program as the Neighborhood Implementation entity (as outlined in the Neighborhood Strategy in the grant application and CCI/Neighborhood Plan as approved by HUD post grant award);
 - b. Manage, monitor and implement performance of, tracking of, and compliance with neighborhood component activities;
 - c. Fulfill other specific program obligations as mutually agreed to by the Parties and HUD.

The specific title and duties of this position are subject to change based upon the needs and goals of the Parties.

The SNRHA committed funds shall also fund training related to the Grant and the implementation of the Transformation Plan, as agreed to by the Parties and HUD.

2.2 Lead Applicant Responsibilities. SNRHA shall perform the responsibilities designated for the Lead Applicant in the Grant.

ARTICLE 3: City's Commitment

3.1 Co-Applicant and Neighborhood Implementation Responsibilities. The City shall perform the responsibilities designated for the Co-Applicant in the Grant. Additionally, the City shall plan, direct, and coordinate information and activities relating to the Plan as agreed to by the Parties. The City shall

maintain all City records and documentation relating to the Grant, track all City spending of the Grant funds, and manage all City data documenting compliance with Federal, State and local regulations and the Grant.

3.2 Data Collection and Reporting. The City, through the Department of Neighborhood Services, shall provide any requested and required reporting to SNRHA and HUD regarding the services and funds expended to implement the Neighborhood Component using the reporting mechanisms agreed to by the Parties.

3.3 Compliance with Audits. In addition to periodic reports to SNRHA, the City shall comply with requests from HUD, the Office of the Inspector General, or other authorized governmental entities to provide any written documentation or reports for any monitoring audits that may be required to ensure program compliance.

3.4 Invoicing. The City shall invoice SNRHA annually in 12 equal monthly installments for agreed upon salaries and benefits and shall provide an itemized list of expenses on no more than a monthly basis, as agreed upon by the Parties, by the 15th of the month. Invoices shall be sent with a detailed description of the services provided, for which payment is requested, including the number of participants served, if applicable. If applicable, the City will submit Minority-owned Business Enterprise/Women-owned Business Enterprise (MBE/WBE) and HUD Section 3 related information in conjunction with the invoice for the work performed. Along with the invoice, the City must include certifications compliant with 2 CFR 200.415 to assure that expenditures under this Agreement are proper and in accordance with the terms and conditions of the Grant and approved budgets. All reports and invoices requesting payment must include a certification signed by an official who is authorized to legally bind the City.

SNRHA shall remit payment of invoices to the City within 30 calendar days of receipt of an invoice complying with the requirements, so long as the City is in compliance with the material terms of this Agreement. SNRHA may refuse to pay an invoice if it determines that the City's responsibilities under this Agreement were not materially performed.

3.5 Data Security. The City shall use reasonable practices, both technically and procedurally, to protect its books, documents, papers, and other records, including electronic records, involving transactions related to this Agreement ("Records") from unauthorized physical and electronic access. All personally identifiable information transmitted must be encrypted. In the event of any breach or compromise of the security, confidentiality, or integrity of computerized Records, where personal information was, or is reasonably believed to have been acquired or accessed by an unauthorized person, the City shall report to SNRHA within 24 hours, the breach of the security system containing the Records. The City shall comply with all notification actions required by law.

ARTICLE 4: Grant Conditions

4.1 The City and SNRHA agree to comply with the terms contained in the Grant Agreement.

4.2 The Parties shall comply with the Choice Neighborhoods requirements described in the Grant.

4.3 The Parties are fully committed to the goals and requirements of the NOFA, the Transformation Plan, and this Agreement and agree to take all actions necessary to effectuate the requirements of the Transformation Plan as it relates to the Choice Neighborhoods goal in accordance with HUD requirements.

ARTICLE 5: Compliance with Laws

5.1 In the performance of this Agreement, the Parties and their respective employees, agents, and subcontractors, if any, shall comply with the Choice Neighborhoods requirements, and all applicable Federal, State, and local laws, rules, ordinances, regulations and orders, including such regulations relating to any other types of funding for the activities and resources provided herein, now or hereafter in effect during the term of this Agreement. The Parties and their respective employees, agents, and subcontractors, if any, shall also comply with all Federal, State, and local laws regarding business permits and licenses that may be required to complete the goals and objectives under this Agreement.

5.2 As applicable, activities involving real property acquisition, rehabilitation, or demolition are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. 4601-4655), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24.

5.3 As applicable, activities that involve construction, rehabilitation, lead-based paint removal, and related activities must meet or exceed local building codes. All new construction and alterations of existing buildings and facilities must comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 24 CFR part 8 or the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, with exceptions as noted in the NOFA. In addition to any applicable required accessibility feature under section 504 of the Rehabilitation Act of 1973, the design and construction requirements of the Fair Housing Act or Title II of the ADA, the City is encouraged to incorporate the principles of universal design when developing housing, community facilities, and electronic communication mechanisms or when communicating with community residents at public meetings or events.

5.4 As applicable, the City must comply with federal labor standards, including Davis-Bacon and related regulations.

ARTICLE 6: Conflict of Interest

6.1 Each Party hereby certifies that no person who is an employee, agent, consultant, officer, or elected or appointed official of such Party and who exercises or has exercised any functions or responsibilities concerning activities assisted under a Choice Neighborhoods Grant or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, has obtained a financial interest or benefit from the activity, or has an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure and for one year thereafter. At all times, each Party is required to disclose any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. If the City has a conflict of interest, it must provide a full and complete disclosure, in writing ("Disclosure Statement"), to SNRHA. The Disclosure Statement must be presented on City letterhead, notarized, and signed by the individual making the disclosure. If SNRHA has a conflict of interest, it must provide a Disclosure Statement to the Mayor's Office of the City. The Disclosure Statement must be presented on SNRHA letterhead, notarized, and signed by the individual making the disclosure.

ARTICLE 7: Termination

7.1 In accordance with 24 CFR 85.43, suspension or termination may occur if either Parties materially fails to comply with any term of the award, and that award may be terminated for convenience in accordance with 24 CFR 85.44, upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section of 24 CFR 85.44.

ARTICLE 8: Disputes

8.1 The Parties shall try to resolve all disputes and misunderstandings that may arise under or relating to this Agreement by agreement of the Parties or through amicable negotiations.

8.2 The Parties may pursue other legal means to resolve any claim not resolved under this Article.

8.3 The interpretation and enforcement of this Agreement shall be governed by the laws of Nevada. Actions to enforce this Agreement shall be brought in the Eighth Judicial District Court in and for Clark County, Nevada.

ARTICLE 9: Miscellaneous Provisions

9.1 This Agreement may not be assigned or transferred by either of the Parties without the express written consent of the other.

9.2 If any provision of this Agreement shall be held invalid or unenforceable, such provisions shall be severed from this Agreement and the remainder of this Agreement shall nevertheless remain in full force and effect in all other circumstances to the greatest extent permitted by law.

9.3 This Agreement shall not be modified or amended except by a written instrument executed by authorized agents for each Party.

ARTICLE 10: Notices

Notices hereunder must be in writing which shall be mailed or personally delivered to each party at the address specified below. Notice is deemed received by the other party the earlier of: (i) when actually received; (ii) three (3) business days after delivered to and accepted by the U.S. Postal Service if sent by certified or registered mail or (iii) two (2) business days after having been submitted for delivery by reputable overnight courier.

To City:
Attn: Melanie Riley
495 S. Main St.
Las Vegas, NV 89101

To SNRHA:
Attn: Karen Schnog, Director Choice Neighborhood Initiative
Southern Nevada Regional Housing Authority
340 N. 11th Street
Las Vegas, NV 89101

ARTICLE 11: Entire Agreement

11.1 The Parties hereby acknowledge that no expressed or implied representations, warranties, conditions, or understandings other than those set forth in this Agreement have been made by and between them. The Parties understand that this Agreement and its Attachments constitute the entire understanding of the Parties.

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement by signature of their duly authorized representatives below:

CITY OF LAS VEGAS

SNRHA: The Southern Nevada Regional Housing Authority

By: _____
Shelley Berkley, Mayor

By: _____
Lewis Jordan, Executive Director

Date: _____

Date: _____

ATTEST:

Dr. LuAnn D. Holmes, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:


By: James B. Lewis, Deputy City Attorney

Date: 1/9/25