

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT TO FUND THE ACQUISITION OF PROPERTY FOR THE REDEVELOPMENT AGENCY

THIS ACQUISITION AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2025, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 South Main Street, Las Vegas, Nevada 89101, and The Redevelopment Agency, a public body corporate and politic, duly organized, established and authorized by the City of Las Vegas, Nevada (the "Owner"), with a mailing address of 495 South Main Street, Las Vegas, Nevada 89101. The City and the Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City 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 Program set forth under 24 CFR Part 570 as amended ("CDBG Program"); and

WHEREAS, the City, as the Entitlement Grantee under the CDBG Program is responsible for entering into agreements for the distribution of CDBG Program funds for projects which have been determined to be eligible for such funding, and in furtherance of the goals and objectives of the CDBG Program; and

WHEREAS, City as Grantee under the Grant Agreement wishes to engage Owner to assist City in utilizing CDBG Program funds by providing services to City of Las Vegas clients that meet one of the CDBG Program's three broad criteria for National Objectives (defined in 24 CFR Part 570.208) as follows:

1. To benefit low- and moderate-income persons;
2. To aid in the prevention or elimination of slums or blight; or
3. To meet community development needs having a particular urgency; and

WHEREAS, the Owner, agrees to comply with all laws, ordinances, resolutions, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of Nevada, the City, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City or Owner, including, without limitation, the Community Development Block Grant ("CDBG") Program under Title I of the Housing and Community Development Act of 1974 and HUD's CDBG Regulations in 24 CFR Part 570, as amended, and any statutes, rules, regulations and laws referenced in the CDBG Regulations as the same may be amended from time to time ("Governmental Requirements"); and

WHEREAS, Owner has requested financial assistance from the City under the CDBG Program, to acquire a 0.87-acre parcel located at 1431 S. Las Vegas Blvd (the "Property") for future affordable housing development; and

WHEREAS, the Las Vegas City Council, at its meeting on February 19, 2025, after determining that the Property acquisition, which hereinafter is referred to as the "Project", will provide a substantial benefit to the inhabitants of the City, allocated funds in the amount set forth below to be used for the Project.

NOW THEREFORE, for and in consideration of the premises set forth above, and of the mutual promises and agreements hereinafter contained, the Parties do hereby agree as follows:

I. OWNER PROJECT RESPONSIBILITIES.

In consideration for the allocation of the Project Funds (defined in Section II below) by the City to the Owner pursuant to this Agreement, the Owner agrees to complete the Project and agrees that the sole use of the acquired Property will be for the development of Affordable Housing, which is defined as; 51% of the constructed units must be occupied by residents with an annual income below 80% of the Area Median Income (AMI).

II. CITY PROJECT RESPONSIBILITIES.

Provided the condition precedent concerning the Environmental Assessment set forth in Section III below has occurred, the City agrees to provide the Owner funding in an original amount not to exceed One Million Five Hundred Thousand Dollars and No/100 (\$1,500,000) in funds under the CDBG Program (the "CDBG Funds"), which hereinafter is referred to as the "Project Funds", which funding is to be used to acquire the Property for the sole purpose of the development of Affordable Housing. It is understood and agreed that the Project Funds are comprised of up to \$1,500,000.00 in CDBG Program funding.

Notwithstanding the amount and source of funding originally designated above in this Section, the City shall have the right in its sole discretion to adjust the funding amount from the funding source designated herein, to a new funding source from which the Project Funds will be taken for purposes of this Agreement so long as the total amount of the Project Funds provided to the Owner remains the same. The Owner acknowledges the City's rights granted herein even if the change in the source of funding increases the period of time that the Owner must provide affordable housing to persons who qualify for such housing under this Agreement. The Owner agrees to execute any amendment to this Agreement as may be required by the City in order to exercise its right granted herein.

In addition to the right of the City to adjust the source of funding, subsequent to the execution of this Agreement, the City may increase the amount of the funding provided for the Project, if such increase has been requested in writing by the Owner and the City has determined such additional funding to be in the best interest of the Project. Such additional funding shall be subject to the terms and conditions set forth in this Agreement, and such additional terms and conditions as may be imposed by the City and agreed to by the Owner at the time of the increase. If an additional increase in the funding is approved by the City, the Owner agrees to execute any and all documents as may be required by the City as evidence of the increase, including, without limitation, an amendment to this Agreement. Thereafter, any reference to "Project Funds" in this Agreement will subsequently refer to the original amount of the funding and the subsequent increase thereto.

III. CONDITIONS TO THE RELEASE OF PROJECT FUNDS.

The City's obligation to reimburse the Owner for the eligible Project costs incurred during the completion of the Project shall be subject to the completion of the conditions set forth below.

1. Authorization from HUD. The City has received authorization to use the Project Funds for the Project from the U.S. Department of Housing and Urban Development, if approval is so required for the Project.

2. Completion of Environmental Review. As required pursuant to 24 CFR 58, an Environmental Review will be completed by the City on the Project. The Owner shall assemble and provide any information as required by the City to complete the Environmental Review. Notwithstanding any other provision of the Agreement, this Agreement does not constitute a commitment of the Project Funds or site approval until the satisfactory completion of the Environmental Review. With the completion of the Environmental Review, the City shall make the determination on whether to proceed with the Project as proposed, modify the Project, or cancel the Project in its entirety. If the City elects to proceed with the Project after reviewing the Environmental Review, the Owner agrees to perform the mitigation and Project modification measures and comply with all of the conditions set forth therein.

3. Issuance of Title Insurance. A preliminary title report is provided to the City indicating that the title of the Property is held in a manner acceptable to the City. A lender or mortgage policy of title insurance, at Owner's expense, in a form acceptable to the City, and in the minimum amount of the Project Funds, is issued in the name of the City as an insured party thereunder insuring the City's interest. The Title Insurance Policy shall be issued prior to the disbursement of any portion of the Project Funds to the Owner.

4. Property Appraisal. As required pursuant to Section V, Paragraph L of this Agreement, an appraisal is provided to the City indicating the fair market value of the Property is in an amount satisfactory to the City.

IV. PERIOD OF PERFORMANCE.

This Agreement shall not become effective until the Environmental Review required pursuant to Section III, Paragraph 2 above has been completed to the satisfaction of the City. With the occurrence of such condition precedent, this Agreement shall become effective and shall continue in force and effect until performance of all of the obligations set forth in this Agreement, unless terminated earlier pursuant to Section IX, Paragraph B of this Agreement. The failure of the aforementioned condition precedent to occur shall preclude this Agreement from becoming a binding agreement between the Parties.

V. CITY GENERAL CONDITIONS.

A. COMPLIANCE WITH CDBG APPLICABLE STATUTES AND REGULATIONS

The Owner shall ensure that any and all applicable federal, state, and local permits, licenses, notices or certificates required to complete the Project are obtained by the Owner and respective contractors hired by the Owner. The Owner further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws. The failure to abide by any of the above may result in the forfeiture of any and all of the Project Funds provided under this Agreement.

B. OWNER RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Owner has requested, or caused to be requested, financial support from the City to enable it to complete the Project contemplated herein. The City shall have no relationship whatsoever with the Project except for providing financial support and the receipt of the Reports required from the Owner under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Owner, subject only to review by the Department of Neighborhood Services Director, or authorized designee, to assure continuing

eligibility for the Project Funding.

C. INDEMNIFICATION

The Owner agrees to protect, defend, indemnify and save the City, its elected officials, officers, directors, employees, agents and consultants (collectively the "Indemnitees"), harmless from and against any and all liabilities, losses, actions, decrees, damages, claims, demands, suits, liens, judgments, penalties, charges, or any other form of liability of whatever nature (collectively the "Claims") directly or indirectly arising from or in connection with any of the following: (i) for injuries to, or death of, any person or property damage, caused by, connected with, or arising out of any activities or performance undertaken pursuant to this Agreement, unless the Claim results from the gross negligence or willful misconduct of an Indemnatee, and then only for that Indemnatee; (ii) for any negligence, errors, omissions, recklessness, or intentional misconduct of the Owner or any of its officials, officers, employees, agents, vendors, independent contractors, suppliers, invitees, or volunteers, regardless of whether the Claims were caused in part by an Indemnatee; (iii) for a breach of any agreement between the Owner or its employees, vendors, independent contractors, or suppliers, including without limitation performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (iv) for any liability incurred to the State of Nevada and/or HUD whereby the City must repay Project Funds as a result of Project failure or a party's failure to comply with all regulatory obligations, and/or (v) any default in the performance of any obligation on Owner's part to be performed under the terms of this Agreement. If any action or proceeding be brought against an Indemnatee by reason of any such Claim, Owner, upon notice from Indemnatee, shall defend the same at Owner's expense by legal counsel reasonably satisfactory to Indemnatee. If the Owner fails to defend the Indemnitees as required herein, the Indemnatee shall have the right, but not the obligation, to defend the same and, if the Owner is adjudicated by the trier of fact to be liable, the Owner agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Owner. The Owner's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include reasonable attorneys' fees incurred by the Indemnatee in the defense and/or handling of said Claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the Indemnitees in enforcing and/or obtaining compliance with the provisions of this paragraph. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law. The obligations and liabilities of Owner under this Section shall fully survive indefinitely notwithstanding any termination of this.

D. ON-SITE MONITORING

The Project funded under this Agreement will be subject to on-site monitoring by duly authorized representatives (including independent auditors) of the City, State of Nevada, HUD, the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of any on-site visits, which shall occur during normal operating hours. During any on-site visit, the representatives shall be granted access to any and all records pertaining to the Project. The representatives may interview employees of the Owner, or any entity associated with the Project who volunteers to be interviewed.

The Owner shall allow the representatives to conduct such reviews, audits and on-site monitoring of the Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Consolidated Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Project are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether the financial operations of the Project are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information;
7. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable Federal/State laws and regulations, and this Agreement; and
8. Whether the Project is financially stable and to take action when feasible to correct problems that threaten the Project's viability.

E. MAINTENANCE OF RECORDS

The Owner agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures, except that (i) records supporting the verification of tenant income, project rents and project inspections must be retained for the most recent five year period and (ii) those records subject to audit findings, litigations, claims, or other actions must be retained for five (5) years after such findings or actions have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

F. AUDITING OF RECORDS AND BOOKS

The Owner agrees to permit the City, or its designated representative(s), (including independent auditors, State of Nevada, HUD or the Comptroller of the United States or any combination thereof) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning the Owner's operation hereunder. The Owner further understands and agrees that the inspection and audit will be exercised only after written notice to the Owner. If the records or books are not located within Clark County, Nevada, the Owner agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or its representative(s), the costs to travel (including transportation, lodging, meals, and other related expenses) to the Owner's offices to inspect and audit, as deemed necessary, all records of the Project relating to finances, as well as other records (such as the performance records) that may be required by relevant directives of funding sources of the City.

G. IRS REGULATIONS

The Owner agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he or she is paid \$600 or more (or as updated by the IRS) and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. The 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Owner may not assign any part of its rights in this Agreement without the written consent of City. Any such assignment of rights without the consent of City shall result in the forfeiture of all the CDBG Funding, or any part thereof, as determined by City. The City may only assign its rights in this Agreement to HUD, State of Nevada, or other governmental or quasi-governmental entity or agency.

I. AGREEMENT REVISIONS

Any change in the provisions of this Agreement, including the exhibits and attachments hereto, may be made only pursuant to a written amendment which is executed by the Owner and by (i) the Mayor, with City Council approval, if the amendment provides an increase in the Project Funds of \$25,000 or more, or (ii) the Director of the Department of Neighborhood Services, if the Amendment is below \$25,000, or merely revises the language of the Agreement without any impact on the amount of the Project Funds.

J. THIRD PARTY CONTRACTS

The Owner shall provide reasonable advance notice to, and obtain the written consent from, the City prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party. An example of the contractual agreement is to be provided to the City. The advance notice shall demonstrate the necessity of such services and shall provide for an adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

K. GROUNDBREAKING CEREMONIES

The Owner understands and agrees that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the Owner. In addition, the Owner agrees to coordinate with the City any ceremonial events concerning the Project including the review and approval of the date for groundbreaking ceremonies, the invitations, invitation list, press release, and the ceremonial programs. The City will be responsible for scheduling the ceremonial event with City elected officials.

L. APPRAISAL OF PROPERTY

The Owner hereby acknowledges that the policy of the City is to secure as collateral an interest in any and all real property being financed with state or federal funds. For projects involving the acquisition of real property, improvements to real property, or a combination thereof, the City will not provide funding in excess of fair market value of the financed Property. For purposes of this Project, in order to determine if funding is available, and the amount of such funding, the City requires an appraisal indicating the fair

market value of the Property, including all improvements to be made to the Property. The City will not disburse any Project Funds for the Project to this Agreement until an appraisal is received, at the Owner's sole cost, to the satisfaction of the City.

VI. FEDERAL GENERAL CONDITIONS.

A. RELIGIOUS ACTIVITIES (24 CFR 570.200(j))

The Project Funds may not be used for the acquisition, construction or rehabilitation of any structure to the extent that the structure is, or will be, used for inherently religious activities, such as worship, religious instructions, or proselytization. Where a structure is used for conducting both CDBG Program eligible activities and inherently religious activities, the Project Funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to the CDBG Program eligible activities in accordance with 24 CFR 570.200(j). The Sponsor, Owner of the Property, or the Property manager cannot require any tenant of the Property to participate in any inherently religious activities.

B. POLITICAL ACTIVITIES

The Owner will comply with 24 CFR 570.207(a)(3), which prohibits the use of the Project Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. HATCH ACT (CHAPTER 15, TITLE 5, U.S. CODE)

The Owner further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

D. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

Owner agrees that Program Income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

- i. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- ii. Proceeds from the disposition of equipment purchased with CDBG funds;
- iii. Gross income from the use or rental of real or personal property acquired by Owner with CDBG funds, less costs incidental to generation of the income;
- iv. Gross income from the use or rental of real property, owned by Owner, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- v. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
- vi. Interest earned on program income pending its disposition.

The Owner agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Owner agrees to notify the DNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to

the City unless the City has approved a written request from the Owner to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Owner that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Owner must be used only according to the guidelines set forth in the HUD regulations 24 CFR 570.504(b)(2)(i)(ii)(iii) and 570.504(c).

VII. OTHER PROGRAM REQUIREMENTS (24 CFR 570, SUBPART K)

The Owner shall carry out its activities in compliance with all Federal laws and regulations as described in Subpart K of 24 CFR 570, except that Owner will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. More specifically the Owner shall be required to comply with the following:

A. GENERAL (24 CFR 570.600)

The Owner agrees to comply with such laws and program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601), EXECUTIVE ORDER 11063 (24 CFR 570.601), EXECUTIVE ORDER 12892, EXECUTIVE ORDER 12898, EXECUTIVE ORDER 13217 and OTHER FEDERAL REQUIREMENTS (24 CFR Section 5.105 (a)(2)).

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, religion, sex, familial status, disability, national origin, actual or perceived sexual orientation, gender identity, or marital status under any activity receiving federal funds and also obligating Owner to use federally-funded property for the purpose for which the federal funds were awarded. Title VIII of the Civil Rights Act of 1968 and Title I of the Housing and Community Development Act of 1974 require that recipients take some action to affirmatively further fair housing in their communities.

C. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602), AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602), SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602), and OTHER FEDERAL REQUIREMENTS (24 CFR Section 5.105 (a)(2))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, religion, national origin, disability, sex, actual or perceived sexual orientation, gender identity, or marital status be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

Section 504 of the Rehabilitation Act of 1973 requirements (in compliance with 24 CFR 8.1 – 8.58) further include (but are not limited to) designating a Section 504 coordinator, implementing a Section 504

self-evaluation process, establishing TDD and Limited English Proficient communications procedures, publishing non-discrimination notices, offering reasonable accommodation, and implementing grievance procedures.

D. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Owner agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) and all other federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Owner agrees to comply with the Copeland Anti-Kick Back Act (18 USC 874 et seq.) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. Owner will maintain documentation that demonstrates compliance with wage and hour requirements of this part.

E. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

F. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

G. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)

Owner shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as well as 24 CFR 570.606.

H. EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)

Owner shall comply with Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968 ("Section 3"), as implemented by the regulations set forth in at 24 CFR Part 75. Executive Order 11246 provides for Equal Employment Opportunity and prohibits discrimination against any employee or applicant.

Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, be given to low- and very low-income persons. Owner will use best efforts to afford small, minority-owned, and women-owned businesses the maximum practicable opportunity to participate in the activities covered by this Agreement.

I. LEAD-BASED PAINT (24 CFR 570.608)

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based

paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

J. MINORITY & WOMEN BUSINESSES EXECUTIVE ORDERS 11625, 12432, 12138 AND OMB CIRCULAR 2 CFR PART 200

The Owner agrees to take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Owner shall take similar appropriate affirmative action in support of women's business enterprises.

K. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS (24 CFR 570.609)

This Agreement is subject to the requirements set forth in 2 CFR Part 2424, formerly 24 CFR Part 5, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

L. CONFLICT OF INTEREST (24 CFR 570.611)

The Owner is required to have a Conflict of Interest Policy that is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Owner who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This policy should be available upon request by the City.

M. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government to reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

N. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Owner agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21 and 45 CFR Part 76, Subpart F, which requires that Owner shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

O. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Owner shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

P. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Owner 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 the Owner 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.

Q. AMERICANS WITH DISABILITIES ACT, TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990, ARCHITECTURAL BARRIERS ACT OF 1968 (24 CFR 570.614)

The Owner agrees to comply fully with any and all provisions of the Americans with Disabilities Act ("ADA") as applicable to the Owner and the activities to be performed by Owner under this Agreement. If employing more than fifteen (15) employees, the Owner agrees to comply fully with Title I of the ADA as set forth at 28 CFR Part 35.130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Owner agrees to comply fully with Title III of the ADA as set forth at 28 CFR Part 36. If providing public transportation, the Owner agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38. If services require that buildings and facilities designed, constructed, altered or leased with certain federal funds after September 1969 must be accessible to and useable to handicapped persons.

R. EQUAL ACCESS RULE (24 CFR 5.106)

Requires that certain HUD-assisted funded programs be made available to individuals without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibits inquiries into sexual orientation or gender identity for the purpose of determining eligibility for, or availability of, such housing. The rule has since been expanded to require that recipients and subrecipients, as well owners, operators, and managers of shelters and other buildings and facilities and providers of services funded in whole or in part by any such program give equal access to programs, shelters, other buildings and facilities, benefits, services, and accommodations in accordance with an individual's gender identity and in a manner that affords equal access to the individual's family, and all other provisions of the equal access rule.

S. SYSTEM OF AWARD MANAGEMENT (24 CFR 5.1004)

The Owner is required to register with the System of Award Management (SAM) and have an active registration in SAM in accordance with 2 CFR part 25.310 and 24 CFR 5.1004. The Owner is also required to obtain a Unique Entity ID (UEI), which will be provided as part of your sam.gov registration, in accordance with 2 CFR 25.315.

T. BUILD AMERICA, BUY AMERICA (BABA) ACT (2 CFR Part 184)

The Owner must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Owner. This includes, without limitation that Owner agrees to comply with the Build America, Buy America (BABA) provisions ensuring that all iron, steel, manufactured products, and construction materials used in projects funded by this Agreement are produced and/or manufactured in the United States unless a waiver has been granted by HUD. Compliance with BABA requirements is mandated by 2 CFR Part 184 and Section 70914 of the BABA Act. The Owner must provide documentation verifying compliance with BABA requirements and report any deviations promptly to the City.

U. MANDATORY DISCLOSURES

The Owner must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.).

V. RECORD KEEPING (24 CFR 570.490)

The Owner shall maintain records in accordance with 24 CFR 570.490.

W. FORFEITURE OF FUNDS

Any material breach of the terms of Section VI or this Section VII shall result in forfeiture of the Project Funds provided to the Owner pursuant to this Agreement, or any part thereof, as determined appropriate by the City.

X. EXPIRATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Owner shall transfer to the City the Project Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

VIII. FINANCIAL MANAGEMENT.

A. 2 CFR Part 200

The administration of the CDBG Program is subject to the uniform policies and requirements of the Office of Management and Budget 2 CFR Part 200. The 2 CFR Part 200 set standards for the administration of grants, principles for determining what costs are allowable, and requirements for independent audits. The 2 CFR Part 200 also address many other management issues, including record keeping, procurement, bank accounts, and program income. The Owner and Owner are required to be familiar with 2 CFR Part 200 as it pertains to the federal funding received under this Agreement. The Owner and Sponsor are required to comply with the "Standard for Financial Management Systems" set forth in 2 CFR Part 200.

B. AUDIT REQUIREMENTS

This Agreement is subject to the requirements of United States' Office of Management and Budget (OMB) 2 CFR Part 200, Subpart F, "Audit Requirements".

Effective October 1, 2024, the Office of Management and Budget requires that any non-federal entity that expends \$1,000,000 or more during the fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR Part 200, Subpart F.

Per City policy, any agency that expends between \$200,000 through \$999,999 in federal funds will be required to have CPA Audited Financial Statements submitted to the City. The funds expended may be from one or multiple federal sources.

Any agency expending less than \$199,999 in federal funds must submit an Annual Certified Financial Statement (ACFS), in addition to the IRS stamped copy of their most recent IRS 990 form. Annual Certified Financial Statements (ACFS) must be certified (signed and dated) by the Treasurer and the Board President and must be submitted each year no later than 6 months after the close of the fiscal year and must include a balance sheet and profit and loss statement.

If the Owner falls under the requirements of 2 CFR 200 Single Audit requirements, the Owner must submit a full and complete copy of such audit to the Department of Neighborhood Services. The Owner is responsible for ensuring that each such audit is completed in a proper and timely manner. The failure to submit a copy of the Single Audit as required herein will render the Owner as non-compliant, and no funds may be drawn until the Department of Neighborhood Services has received and reviewed a copy of the audit.

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from the Owner's bank's website, or bank statements in addition to a paid bill, invoice or receipt.

D. FINANCIAL RECORDKEEPING

The financial records pertaining to all invoices, materials, payrolls, personnel records and other data concerning matters related to this Agreement may be requested from the Owner by a duly authorized representative of the City (including a City-contracted independent auditor), State of Nevada, HUD and/or the Comptroller of the United States, or any combination thereof.

E. PROJECT BUDGET

Eligible expenditures for payment by the City will be made in accordance with the Project budget. The Owner shall not make any change in the Project budget that would materially reduce the scope of the Project, unless such revision has been requested by the Owner and approved by the Department of Neighborhood Services Director.

For purposes of this section, material changes are:

- a) Any change in a line item that exceeds \$25,000 of approved budget for such line item; or
- b) Any change that eliminates a given line item.

F. UNEXPENDED PROJECT FUNDS

The Project Funds must be spent in a timely manner. In the event that the staff of the Department of Neighborhood Services has reason to believe that the total amount of the Project Funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the Project Funds allocated hereunder to another eligible project and/or program.

The Owner must transfer upon expiration or termination of this Agreement all of the unexpended Project Funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Project Funds provided pursuant to this Agreement.

G. ACCOUNTING METHODS

Expenditures charged to the Project Funds will be accounted for separately from all other revenue sources. These records shall be maintained by the Owner.

H. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget and 2 CFR Part 200, Subpart A, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following definitions shall apply:

1. Non-expendable personal property is defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
2. Real property is defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City in its financial management. The Owner will be required to maintain property records for and report to the City during the 5- year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Owner with disposition instructions upon request. If the property is disposed of for cash during this period, the proceeds from such disposition constitute Program Income which must be reported in accordance with the Paragraph D of Section VI of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Owner may retain such funds provided that the Owner notifies the City in writing and that the Owner uses such funds for the exclusive benefit of the Project.

Real property as described above shall be used to meet one of the national objectives listed in Community Development Block Grant Program Entitlement Grant Regulations, 24 CFR 570.208 (Criteria for National Objectives) until five (5) years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by City; or disposed of in a manner that results in City's being 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 or improvement to the property. Reimbursement to City is not required after the period of time specified by City.

I. MANDATORY DISCLOSURES

The Owner must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.).

J. FISCAL LIMITATIONS

The United States of America, through HUD, may in the future place programmatic or fiscal limitations on CDBG Funds not presently anticipated. Accordingly, the City reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, the City may reduce the Funds for this Agreement as a whole or may limit the rate of Owner's use of both its uncommitted and its unspent Funds. If HUD directs the City to implement a reduction in funding, City's Representative may act for City in implementing and effecting such a reduction and in revising the Agreement for such purpose. Where City's Representative has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement of Owner, City's Representative may act for City in suspending the operation of this Agreement for up to sixty (60) days upon three (3) days' notice to Owner of City's intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by City affect expenditures and legally binding commitments made by Owner before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

IX. MISCELLANEOUS PROVISIONS OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD/STATE OF NEVADA

The Owner and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by State of Nevada, HUD and/or any applicable statutes or regulations. In addition to the foregoing, Owner shall execute such additional documentation as may be required by State of Nevada, HUD, or as may be requested by City, for carrying out the intention or facilitating the performance of the terms of this Agreement, and/or to insure compliance with the CDBG Program set forth under 24 CFR Part 570 as amended, and/or any other applicable statutes or regulations.

B. DEFINITION OF DEFAULT

If, during the term of this Agreement, and/or the Period of Affordability (as applicable), any of the following occurs, the Owner (i) fails to operate the Property for the purpose of providing affordable housing to tenants who qualify for such housing; (ii) sells, transfers, conveys or otherwise loses its title or possession of the Property; (iii) fails to defend, indemnify and hold the City harmless as required pursuant to Section

V, Paragraph C above;; (iv) a petition in bankruptcy is filed by or against the Owner, or its permitted assignee, or an assignment by the Owner, or its permitted assignee, is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar offer is appointed to take charge of all or a part of the Owner, or its permitted assignee, or the Property, or the Owner, or its permitted assignee, is adjudicated to be bankrupt; or (v) fails to pay the full amount of any monies due herein on the date they are due; (vi) allows the holder of any lien or security interest on the Property (without implying the consent of City to the existence or creation of any such lien or security interest to declare a default and such default is not cured within any applicable grace or cure period set forth in the applicable document or such holder institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; (vii) allows the Property, or any part thereof, to be subjected to waste or to removal, demolition or material alteration so that the value of the Property is materially diminished thereby and City determines that it is not adequately protected from any loss, damage or risk associated therewith; or (viii) fails to perform any of its other obligations required under this Agreement, and the occurrence is not remedied after 30 days written notice of default is provided by the City to the Owner pursuant to Section IX, Paragraph E below, then the City may declare the Owner to be in default of this Agreement, and the City shall be entitled to enforce the remedies set forth in Section IX, Paragraph C below.

C. FEDERAL AND CITY REMEDIES AND ENFORCEMENT PROCEDURES

The Owner and the City hereby agree that this Agreement is subject to federal enforcement procedures identified in 2 CFR Part 200, Subpart C. Upon the occurrence of any events of default set forth in Section IX, Paragraph B above, and in addition to any other legal or equitable remedies that may be available, the City shall have the right to the following remedies:

1. Terminate this Agreement, which shall be implemented by written notice to the Owner stating the effective date of such termination;
2. Temporarily withholding cash payments pending correction of the deficiency by the Owner, or more severe action as may be required by the State of Nevada or U.S. Department of Housing and Urban Development, as the awarding federal agency;
3. Disallowing use of the Project Funds for all or part of the cost of the activity or action not in compliance with the requirements of this Agreement;
4. Whole or partial suspension of this Agreement, and the current allocation of Project Funds hereunder, for the Project;
5. Withhold any further awards for the Project; and/or
6. The adoption of such other legal or equitable remedies as may be available to the City.

After the expiration of the cure period set forth in Section IX, Paragraph B above, any one or more of the remedies set forth herein selected by the City shall be implemented by written notice to the Owner pursuant Section IX, Paragraph E below stating the effective date of the remedy. The City reserves the right to set the terms and conditions for any suspension or termination, provided that such conditions are consistent with 2 CFR Part 200, Subpart C and are appropriate for the noncompliance being addressed. In addition to the above, the Owner acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 2 CFR Part 200, Subpart C.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will

be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions are not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion.

E. NOTICES

Any notice required to be given under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx.

City: Arcelia Barajas, Director
Department of Neighborhood Services
City of Las Vegas
City Hall, 3rd Floor
495 South Main Street
Las Vegas, Nevada 89101-2986

Sponsor: Michael Janssen, Executive Director
The Redevelopment Agency
City Hall, 6th Floor
495 South Main Street
Las Vegas, Nevada, 89101-2986

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein.

F. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

G. BINDING ON PERMITTED SUCCESSORS AND ASSIGNS

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

H. PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire

Agreement from being void should a provision which is of the essence of this Agreement be determined void.

I. ENTIRE AGREEMENT

This Agreement, Attachments and Exhibits contain the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

J. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between City and Owner. It is hereby expressly agreed and understood that in the performance of its obligations under this Agreement, the Owner and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City.

K. CAPTIONS

The captions are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

L. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

The applicable laws of the United States of America and of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. City and Owner hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of City and Owner, Owner's use or occupancy of the Property, and/or any claim of injury or damage.

M. NO BROKERS

City and Owner each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or loan broker in connection with this Agreement. City and Owner each agree to indemnify, defend, save and hold the other harmless from and against all Claims incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Agreement.

N. INTERPRETATION

Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Agreement any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

O. EXPENSES

Except as otherwise provided in this Agreement, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.

**P. OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY
LIABLE**

It is agreed by and between the parties of this Agreement, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

Q. CONFLICT OF INTEREST (CITY OFFICIALS)

1. An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

2. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

R. PUBLIC RECORDS

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

S. TIME OF ESSENCE

Time is of the essence of each provision hereof.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS

By: Shelley Berkley, Mayor Date

ATTEST:

Dr. LuAnn D. Holmes, MMC, City Clerk Date

Council Action
February 19, 2025 Agenda Item # XXXXX

APPROVED AS TO FORM:

Carmen B. Gilbert 2/4/25
By: Deputy City Attorney, Date
CITY OF LAS VEGAS
Carmen B. Gilbert
Deputy City Attorney

OWNER:
Redevelopment Agency
A public body corporate and politic

By: Michael Janssen, Executive Director Date