

**NORTH LAS VEGAS CITY COUNCIL
AGENDA ITEM**

Number: **32**

SUBJECT:

The Interlocal Agreement for the Housing and Urban Development Community Development Block Grant Urban County Program for the period July 1, 2009 through June 30, 2012.

REQUESTED BY: Kenneth Young, Senior Assistant to the City Manager

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council approve the Interlocal Agreement for the Housing and Urban Development Community Development Block Grant Urban County Program with Clark County, Nevada for the period July 1, 2009 through June 30, 2012.

FISCAL IMPACT:

Amount: \$ None

Explanation:

ACCOUNT NUMBER:

N/A

STAFF COMMENTS AND BACKGROUND INFORMATION:

The City of North Las Vegas has jointly participated with Clark County Nevada in the Community Development Block Grant (CDBG) program since 1982. On February 7, 2007, through Resolution No. 2370, the City Council approved the Interlocal Agreement, which authorizes the City to participate in the CDBG Urban County program for the period October 1, 2006 through September 30, 2009. Upon approval of Resolution No. 2399 on May 7, 2008, the City is authorized to participate in the program for the period July 1, 2009 through June 30, 2012.

Once again, the County has invited the City to jointly participate in the CDBG Urban County Program. This proposal has been carefully reviewed by staff with consideration given to available options. The County's administration and execution of the provisions of this agreement in accordance with its terms and conditions, local ordinances and federal law make joint participation in the Urban County Program mutually beneficial to both parties.

Staff recommends approval the Interlocal Agreement and authorization for the Mayor to sign.

Attachments:

Interlocal Agreement for Housing and Urban Development Community Development Block Grant Urban County Program for fiscal years 2009-2011.

LIST CITY COUNCIL GOAL(S):

Community Services and Cultural Amenities, Safe and Livable Community; Community Spirit, Relationship and Pride

PREPARED BY:



Kenneth Young,
Senior Assistant to the City Manager

**RESPECTFULLY
SUBMITTED:**



Gregory E. Rose
City Manager

**CITY COUNCIL
MEETING DATE:**

May 7, 2008

RESOLUTION ADOPTING INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF NORTH LAS VEGAS
FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY PROGRAM

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK
COUNTY, NEVADA, that

- A. The attached Interlocal Agreement between the County of Clark and the City of North Las Vegas for the purpose of creating a Community Development Block Grant Urban County Program is hereby approved; and
- B. This Resolution adopting the Interlocal Agreement shall be spread at large upon or attached in full as an exhibit to the Minutes of the Board of County Commissioners of Clark County, Nevada:

PASSED, ADOPTED AND APPROVED the _____ day of _____,
2008.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By _____
RORY REID, Chairman

ATTEST:

SHIRLEY B. PARRAGUIRRE, County Clerk

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF NORTH LAS VEGAS
FOR HOUSING AND URBAN DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK GRANT URBAN COUNTY PROGRAM

THIS AGREEMENT is made and entered into by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as the "County," and the incorporated City of North Las Vegas, a municipal corporation of the State of Nevada and located within the boundaries of the County of Clark, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the County and the City desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974 and subsequent amendments; and

WHEREAS, it is necessary to enter into a Cooperative Agreement in order to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments; and

WHEREAS, the County and the City are public agencies under the provisions of Section 277.180 of the Nevada Revised Statutes, and each is authorized by law to enter into interlocal agreements; and

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

WHEREAS, the County and the City do hereby find and determine that it is to the best interest of the residents of the City that housing and community development activities be performed jointly in accordance with the provisions of this agreement; and

WHEREAS, it is mutually beneficial to each of the parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinance and state and federal law; and

WHEREAS, the Department of Housing and Urban Development (HUD) has indicated that the County and the City may cooperate as an Urban County Joint Entitlement Recipient for administration of Community Development Block Grant (CDBG) funds; and

WHEREAS, the County intends to further include within the Urban County the Cities of Mesquite and Boulder City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City agrees that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for federal fiscal years 2009, 2010, and 2011, beginning July 1, 2009 through June 30, 2012, the period in which it will be participating in the Urban County's CDBG program.

2. This Agreement shall cover the Urban County qualification period for Federal Fiscal Years 2009, 2010, and 2011 for which the Urban County is to qualify to receive CDBG entitlement funding. The Agreement shall remain in effect until the CDBG funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and the County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect. This Agreement may not be terminated completely or partially except as required by HUD regulations.

3. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

4. The County and the City shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, (the "Act"), as well as Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws. The County and the City recognize that failing to participate fully in the execution of these laws, as determined by HUD or a court of competent jurisdiction, shall result in a withholding of funding for activities that do not affirmatively further fair housing within a jurisdiction or any that impeded the Urban County fair housing certification. Noncompliance by the City shall result in its share of funding being reprogrammed within the Urban County. However, the County shall not reprogram any funds without providing the City an opportunity to correct any noncompliance.

5. The County and the City have adopted and shall enforce:

- a. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and
- b. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdictions.

6. During the term of this Agreement, the participants to this Agreement agree that they will fully support the implementation of the Urban County's HUD Consolidated Plan and any Annual Updates for the period 2009-2011 and agree that the County has the final responsibility for selecting CDBG and HOME activities, and for filing the Annual Updates with HUD.

7. Pursuant to 24 CFR 570.501(b), the County shall not distribute CDBG funds to the City except following execution of a written agreement in accordance with 24 CFR 570.502.

8. The County, as an Urban County, is hereby designated as the sponsoring agency to administer and implement the plan and program for housing and community development activities for the County and the City to this Agreement in accordance with the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, the laws of the State of Nevada, including the Nevada Community Development Program Law (NRS 268.745 to 268.761, inclusive) and the Community Redevelopment Law (NRS Chapter 279), and the terms and conditions provided herein. In this respect, the City agrees that the County is hereby delegated the authority to carry out activities which will be funded from annual Community Development Block Grants and HOME Investment Partnership funds, where applicable, from Federal Fiscal Years 2009, 2010, and 2011 appropriations and from any program income generated from the expenditure of such funds within their jurisdictions in accordance with the approved HUD Consolidated Plan or Annual Update. It is also understood that the County will delegate to the City the primary responsibility for developing, planning, and executing program activities within its jurisdiction, as appropriate and in accordance with the HUD Consolidated Plan and Action Plans.

9. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of a HUD Consolidated Plan, the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.

10. A County citizens' committee shall be established entitled "Community Development Advisory Committee" to develop a list of overall countywide needs and their respective priorities. The committee shall be composed of members selected as follows: The City Council of the City shall appoint one representative and one alternate. The Board of County Commissioners shall appoint one representative and one alternate from each unincorporated town and area served by a citizen advisory council within the County. Each appointee shall serve at the pleasure of the appointing agency and shall be a resident of the city, area, or unincorporated town, as the case may be, while serving as a member of said committee. The Board of County Commissioners may appoint fourteen additional members to represent the needs served by community development activities authorized by the United States Department of Housing and

Urban Development. The Board of County Commissioners shall designate the chair and vice chair of the citizens committee. The powers of the Community Development Advisory Committee shall be advisory regarding the share of CDBG funds attributable to the unincorporated portions of the County. The City is also encouraged to establish a separate citizen committee to advise and to recommend projects within its respective City. The City Council will make the proposed project allocation for its jurisdiction in a public hearing, following proper public notice. The County will take into consideration such projects in developing the overall application or statement provided that such projects are eligible community development activities and serve eligible low to moderate income citizens, or other eligible Community Development Block Grant purposes. The City agrees to comply with all the required HUD regulations, including those covering citizen participation and public hearing requirements. The City shall have program administration responsibilities and the County has final responsibility for selecting activities and for annually filing the Action Plan to HUD.

11. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act of 1974, as amended. The City shall receive those CDBG funds that it would have received from HUD had it served as an independent entitlement recipient of such funds. It is further understood that the County may, at its own discretion, provide additional distribution of CDBG funds from its own allocation to the City for an eligible project of exceptional community merit. Such projects could include, but not be limited to, community homeless shelters or facilities serving special needs populations as defined by HUD, central senior centers, significant public infrastructure improvements which will enhance the delivery of services to large portions of a low income community or communities (i.e. wells, water lines, water tanks, etc.), and other projects as may be selected by the Board of County Commissioners which meet the HUD program guidelines and regulations.

12. The County agrees to provide overall administrative support to the City at no cost. Such services shall include, but not be limited to, preparation of the proposed and final statement, preparation of the annual Consolidated Annual Performance and Evaluation Report (CAPER), preparation of the required HUD Consolidated Plan and Annual Updates and submission, as required, of other HUD reports. The City agrees to provide to the County all necessary project application and beneficiary information to assist County in completing the reports and in complying with the HUD requirements.

13. The County shall administer the joint or cooperative undertaking. It is understood that the County shall not withhold funds from the City allocation for general program administrative costs incurred by the County on behalf of the Urban County. The County shall finance general program administrative costs from program administration grant funds. The County shall appropriate funds for general program administrative costs in its CDBG share. Grant-funded project administrative costs incurred by the respective parties shall not exceed the HUD prescribed percentage of their respective allocation. Nothing herein shall be construed as limiting in any manner

the powers of any of the respective parties to initiate and complete a local project within their respective jurisdictions with their own funds.

14. The City and the County recognize that the County shall be the governmental entity required to execute any grant agreement received pursuant to its application or statement, and that the County shall thereby become legally liable and responsible thereunder for the proper performance of the plan and program. The City agrees that it shall fully cooperate with the County in all efforts hereunder and that it will assist in doing any and all things required and appropriate to comply with the provisions of any grant agreement received by the County pursuant to the Act and its regulations.

15. The County and the City shall not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or (B) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of low income, the County certifies to the Secretary that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of this paragraph.

16. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County, and/or City auditors, during the normal business hours.

17. This Agreement shall be binding upon the parties hereto and their successors and assigns.

18. It is understood that there are a number of duplicate originals of this Agreement and the signature of any representative on any one Agreement shall be deemed applicable to all such duplicate originals.

19. The City shall inform the County of any program income generated by the expenditure of CDBG funds received by the City, and shall pay such program income to the County within sixty days of its receipt. The County shall credit the City's CDBG allocation by such amount after receipt, which may be expended by the City in accordance with CDBG requirements. The County shall monitor and report to HUD on the use of any such program income. The City shall maintain appropriate records and report to the County as may be needed for that purpose. In the event of a close-out or change in status of a subrecipient or contractor receiving CDBG funds from the City, any program income that is on hand or received subsequent to the close-out or change

in status shall be delivered to the County.

20. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using CDBG funds. The City agrees that it will notify the County within thirty days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition.

21. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations.

22. The City agrees that program income generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status, or termination of this Agreement shall be paid to the County. Should the City no longer be a party to the Urban County Program, the County will retain these funds for use on a CDBG eligible project or the County will request and follow further instructions from HUD regarding such final disposition of such monies. If the City elects to become an independent Metropolitan City grant recipient, the County shall allow the City to retain its future program income funds for use on eligible CDBG activities. Under such circumstances, the City agrees that it will provide to the Urban County an annual report on how such funds were used for eligible CDBG program purposes. The City agrees that it will use such funds only for eligible capital construction or rehabilitation projects.

23. Except when the City demonstrates that any lack of timeliness has resulted from factors beyond the City's reasonable control, the County reserves the right to reprogram CDBG funds sixty (60) days prior to the end of the current program year for an allocated public service project should: (1) the City's CDBG funds exceed the HUD performance ratio of 1.5 having more than 1.5 times the amount of the City's most current CDBG grant award; and, (2) the City does not expend any of its funds for said allocated project within the prior six month period when the City is no longer in compliance with the 1.5 ratio. With the exception of multi-year capital projects, the City must use every reasonable means possible to expend its CDBG funds within two (2) fiscal years of the particular funds being awarded. For capital projects, the City will expend all of a capital project grant allocation by year, within four years, or else such funds may be eligible for reprogramming by the County should the City exceed its 1.5 ratio. Before the County reprograms City CDBG funds, the Board of County Commissioners must approve the reprogramming of said funds at a Board of County Commissioners Meeting.

24. This Agreement shall expire on the date when all grant funds and program income from grants of funds appropriate during Federal Fiscal Years 2009, 2010, and 2011 have been expended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2008.

BOARD OF COUNTY
COMMISSIONERS
CLARK COUNTY, NEVADA

RORY REID, Chairman

ATTEST:

SHIRLEY B. PARRAGUIRRE, County Clerk

APPROVED AS TO FORM:

DAVID ROGER

DISTRICT ATTORNEY

By


STEVEN SWEIKERT
Deputy District Attorney

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2008.

CITY COUNCIL
CITY OF NORTH LAS VEGAS


MICHAEL MONTANDON, Mayor

ATTEST:

APPROVED AS TO FORM:

KAREN L. STORMS, CMC, City Clerk

By:


SEAN T. MCGOWAN, City Attorney
Chris Davis, Deputy City Attorney