

**INTERLOCAL AGREEMENT  
FOR SHARED FUNDING OF  
EMERGENCY SHELTER**

This Interlocal Agreement is made and entered into this \_\_\_\_ day, of \_\_\_\_\_ 2023, by and among the COUNTY of CLARK (hereinafter referred to as “County”), the CITY OF LAS VEGAS, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as “Cities”).

**WITNESSETH:**

**WHEREAS**, County and Cities executed an Interlocal Agreement dated October 20, 1998, for the formation of the Southern Nevada Regional Planning Coalition (SNRPC), which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

**WHEREAS**, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

**WHEREAS**, the SNRPC approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as the “Committee on Homelessness”); and

**WHEREAS**, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

**WHEREAS**, the Committee on Homelessness, in compliance with implementation requirements under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act rules and regulations, which provides Federal funding to communities for homeless services, has approved the formation of the Southern Nevada Homelessness Continuum of Care Board to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as “SNH CoC Board”); and

**WHEREAS**, the activities of the Committee on Homelessness transitioned from the governance of the SNRPC Board to the SNH CoC Board on February 23, 2016; and

**WHEREAS**, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function; and

**WHEREAS**, the County and Cities executed the first Interlocal Agreement for Shared Funding of Regional Homeless Coordination and Inclement Weather Shelter for Fiscal Year 2004-2005, and have annually entered into a new interlocal agreement since inception; and

**WHEREAS**, the County and Cities agreed to improve the delivery of shelter services, transitioning inclement weather operations to year-round emergency shelter operations beginning Fiscal Year 2020-2021; and

**WHEREAS**, the County and Cities desire to execute this agreement pursuant to the terms and conditions stated herein;

**NOW, THEREFORE**, the following have been mutually agreed upon by all parties:

## **SECTION I: EMERGENCY SHELTER ACTIVITIES**

The SNH CoC Board is responsible for approving the comprehensive homeless plan and will oversee the coordination of regional homeless activities. The plan addresses provisions for sheltering of the homeless during inclement weather conditions. The SNH CoC Board, recognizing the continuing immediate need to provide for the welfare and safety of the homeless, agrees to commit funds on a population-based formula for the duration of this Interlocal Agreement (July 1, 2022, through June 30, 2023), not to exceed the amounts stated in Exhibit A, Interlocal Budget for Emergency Shelter.

The County will work with the Cities, providers, and the public to incorporate these activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

## **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

Funding for regional homeless coordination and emergency shelter activities will be shared among the County and Cities on a population-based formula, not to exceed the amounts stated in Exhibit A. County will bill Cities in turn after each City approves this Interlocal Agreement. Funds must be received within thirty (30) days of billing.

## **SECTION III: MISCELLANEOUS PROVISIONS**

### **A. Termination without Cause**

1. Upon thirty (30) days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

### **B. Governing Law** Nevada law shall govern the interpretation of this Interlocal Agreement.

### **C. Confidential Treatment of Information** All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled, or prepared in connection with the performance of this Interlocal Agreement.

### **D. Terms of Agreement** Each party agrees to pay County for its share of the costs related to Emergency Shelter for the 2022/2023 fiscal year beginning July 1, 2022, and terminating June 30, 2023, not to exceed the amount stated on Exhibit A unless the Interlocal Agreement is terminated as set forth in paragraph A above.

### **E. Amendments** to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective unless or until it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

### **F. Other Party Liability** County and Cities, including any of their respective agents or employees, shall

not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

- G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.
- H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.
- I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.
- K. Independent Contractor County and Cities are independent entities, and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.
- L. Entire Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.
- M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2022, through June 30, 2023.

[illegible]

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

**Clark County, Nevada**

Attest:

By: \_\_\_\_\_  
Lynn Marie Goya, County Clerk

By: \_\_\_\_\_  
James B. Gibson, Chair  
Board of County Commissioners

Approved as to form:

By: \_\_\_\_\_  
Elizabeth Vibert, Deputy District Attorney

**City of Las Vegas, Nevada**

Attest:

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk

By: \_\_\_\_\_  
Carolyn Goodman, Mayor

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**City of North Las Vegas, Nevada**

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

**City of Boulder City, Nevada**

Attest:

By: \_\_\_\_\_  
Tami McKay, City Clerk

By: \_\_\_\_\_  
Joe Hardy, Mayor

Approved as to form:

By: \_\_\_\_\_  
Brittany Walker, City Attorney

**Exhibit A**  
**Southern Nevada Homelessness Continuum of Care Board**  
**Interlocal Budget**  
**FY 2022/2023**

SNHCoC Supported Project	Share by Jurisdiction, based on General Population Percentage				
	Boulder City	North Las Vegas	Las Vegas	Clark County	Joint Regional Commitment
<b>Emergency Shelter</b> Daily shelter services provided at service campuses and motels. Providers include: Catholic Charities of Southern Nevada, HopeLink of Southern Nevada, and Las Vegas Rescue Mission.	\$4,774.07	\$65,643.49	\$1,643,337.66	\$2,465,006.49	\$4,178,761.71
<b>Total Due</b>	<b>\$4,774.07</b>	<b>\$65,643.49</b>	<b>\$1,643,337.66</b>	<b>\$2,465,006.49</b>	<b>\$4,178,761.71</b>

5/8/2023

**EXHIBIT B**  
**CITY OF LAS VEGAS**  
**COMMUNITY DEVELOPMENT BLOCK GRANT-CV ADDENDUM**

The Federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) has allocated supplemental CDBG Coronavirus (“CDBG-CV”) funds through the U.S. Department of Housing and Urban Development for payment to State, Local, and Tribal governments to navigate the impact of the Coronavirus Disease 2019 (“COVID-19”) public health emergency; and

WHEREAS, the nation faces significant public health and economic challenges related to COVID-19. To address these challenges, CDBG–CV and CDBG grants are a flexible source of funding that can be used to pay costs that are not covered by other sources of assistance, particularly to benefit persons of low and moderate income; and

WHEREAS, the City of Las Vegas has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (“HUD”) for participation in the Community Development Block Grant (CDBG) program (“CDBG Program”) under Title I of the Housing and Community Development Act of 1974, P.L. 93383, as amended (“Act”) in order to provide funds to be used to prevent, prepare for, and respond to the COVID-19 public health emergency (“CDBG-CV funds”) awarded to the City of Las Vegas. Except as otherwise described in the FR-6218-N-01 notice (the “CARES Act Notice”) and the CARES Act, the statutory and regulatory provisions governing the CDBG Program apply to CDBG-CV and CDBG grants; and therefore, except as otherwise described, grantees (and in turn Subrecipient) must comply with the statutory and regulatory provisions governing the CDBG Program. These include regulations at 24 CFR part 570 subparts A, C, D, E, F, J, K, and O for CDBG CFDA- #14.218 program of the CDBG Program; and

WHEREAS, to facilitate the use of CDBG-CV funds in accordance with the grant requirements, HUD is imposing an alternative requirement that the definitions of CDBG funds in 24 CFR 570.3 (entitlements) include CDBG-CV funds. This alternative requirement applies the requirements in 24 CFR part 570 to the use of CDBG-CV funds, except as modified by rules, waivers, and alternative requirements applicable to CDBG-CV grants; and

WHEREAS, City of Las Vegas as Grantee under the Grant Agreement wishes to engage Subrecipient to assist City of Las Vegas in utilizing CDBG Program funds by providing services to City of Las Vegas 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.

Subject to all of the terms, covenants, and conditions of this Agreement, Subrecipient shall use the funds to pay for authorized expenditures and eligible activities only and for no other purpose.

WHEREAS, the Subrecipient 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 of Las Vegas, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City of Las Vegas or Subrecipient, including, without limitation, the CARES Act, and 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”).

NOW, THEREFORE, in consideration of the premises, covenants, and conditions herein contained, the Parties hereto agree as follows:

#### **D. CLIENT DATA**

Clark County (hereinafter referred to as the "Subrecipient") is required to collect and provide to the City of Las Vegas, client reporting data, beginning July 1, 2022, and continuing through June 30, 2023. Subrecipient agrees to keep client information collected under this Agreement private and to protect against the use or disclosure of such information. Subrecipient agrees to maintain a Confidentiality Policy and Procedures to protect such information.

The Quarterly submitted Reports, should include:

- Number of unduplicated clients served during the reporting period
- Race/Ethnicity
- Income Status

The Quarterly Reports will cover the service periods of July-September 2022, October-December 2022, January-March 2023, and April-June 2023 and are due by the 15<sup>th</sup> of the month following the end of the reporting period. The Report template is found as an attachment to this addendum.

The reports described above will be submitted to the City of Las Vegas Department of Neighborhood Services ("DNS"), via email to Melanie Riley, [mriley@lasvegasnevada.gov](mailto:mriley@lasvegasnevada.gov). The City of Las Vegas will monitor the performance of the Subrecipient and substandard performance as determined by the City of Las Vegas in its sole discretion will constitute non-compliance with this Agreement.

#### **F. SPECIAL CONDITIONS**

The Subrecipient is required to use all CDBG-CV Funds for CDBG-CV eligible activities that are conducted to prevent, prepare for, and respond to the COVID-19 public health emergency. CDBG-CV Funds cannot be used for any other purpose. CDBG-CV Funds must be used specifically to address prevention of the spread and response to the threat of the COVID-19 pandemic as outlined in the CARES Act. Agency policies and procedures will need to be updated to cover CDBG-CV CARES Act compliance. Programming information and client documentation will need to be updated to cover CDBG-CV CARES Act compliance.

HUD CDBG-CV CARES Act Funding Objectives must be met in addition to national CDBG Objectives such as:

1. Prevent the spread of COVID-19 by reducing the need to be out in public;
2. Prevent the spread of COVID-19 by assisting individuals to stay in their homes;
3. Protect the community from the spread of COVID-19 by reducing food scarcity of Las Vegas;
4. Protect the community from the spread of COVID-19 by preventing the need to gather in large groups;
5. Protect the community from the spread of COVID-19 by helping reduce their exposure to citizens who may be infected.

#### **G. DUPLICATION OF SERVICE/BENEFITS**

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). The City of Las Vegas shall assess whether the use of provided CDBG-CV Funds will duplicate financial assistance that has already been received or likely to be received. The City of Las Vegas may

require repayment of CDBG-CV assistance if it is determined to be duplicative. Therefore, Subrecipient understands and agrees that CDBG-CV Funds may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost. Subrecipient must check to see that assisted clients that receive CDBG-CV funded assistance have not previously received, or will not receive, duplicative assistance from another source before CDBG-CV assistance is provided. This duplication of benefits analysis may be accomplished in various ways including by requiring these clients to provide a self-certification indicating that they have not received a duplicative benefit, requiring them to fill out a questionnaire listing potentially duplicative assistance that they have already received, or reasonably anticipate receiving, and through other means. Subrecipient must do this duplication of benefits analysis before providing CDBG-CV funded assistance and should only provide for unmet needs/needs not met by other sources of assistance. Subrecipient must also require that if a client subsequently receives a duplicative benefit, it agrees to repay the Subrecipient or City of Las Vegas.

### **III. FEDERAL GENERAL CONDITIONS**

Subrecipient hereby certifies that it (i) has read and reviewed the CARES Act, Act, the CDBG Regulations, and any statutes, rules, regulations, and laws referenced in the CDBG Regulations, (ii) fully understands the same, and (iii) has received or has had the opportunity to receive full legal advice as to its legal rights and responsibilities thereunder. Subrecipient hereby covenants and agrees to comply with all Governmental Requirements at all times during the term of this Agreement, including without limitation the following:

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

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(j).

#### **B. POLITICAL ACTIVITIES (24 CFR 570.207(a)(3)) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

Subrecipient will comply with this section, which prohibits the use of CDBG-CV 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**

Subrecipient further agrees that none of the personnel employed in the administration of the within defined Program 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)**

Subrecipient 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-CV Funds;
- ii. Proceeds from the disposition of equipment purchased with CDBG-CV Funds;
- iii. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG-CV Funds, less costs incidental to generation of the income;

- iv. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG-CV Funds, less costs incidental to generation of the income;
- v. Payments of principal and interest on loans made using CDBG-CV Funds, except as provided in 24 CFR 570.500(a)(3); and
- vi. Interest earned on Program Income pending its disposition.

The Subrecipient 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 Subrecipient agrees to notify the OCS 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 of Las Vegas unless the City of Las Vegas has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City of Las Vegas to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient 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).

#### **E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 24 CFR PART 570.502**

All Subrecipients shall comply with the requirements and standards of 2 CFR Part 200 – OMB Super Circular, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance”, and as modified by 24 CFR 570.502.

#### **F. OTHER PROGRAM REQUIREMENTS (24 CFR SUBPART K)**

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in Subpart K of 24 CFR 570, except that Subrecipient will not assume the City of Las Vegas’s environmental responsibilities described at 24 CFR 570.604, nor the City of Las Vegas’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

##### **1. GENERAL (24 CFR 570.600)**

The Subrecipient 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.

##### **2. 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 Subrecipient 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.

##### **3. 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.

### **4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)**

Subrecipient 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. The Subrecipient 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. Subrecipient will maintain documentation that demonstrates compliance with wage and hour requirements of this part.

### **5. 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.

### **6. 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.

### **7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**

Subrecipient 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.

### **8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**

Subrecipient 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 135. Executive Order 11246 provides for Equal Employment Opportunity and prohibits discrimination against any employee or applicant. Subrecipient will submit a written plan to City of Las Vegas assuring affirmative action. Subrecipient will post copies of the plan in conspicuous places available to employees and applicants for employment and send copies of the plan to each representative of workers with which it has a collective bargaining agreement or understanding advising the representative of Subrecipient's affirmative action commitments.

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. Subrecipient 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.

#### **9. 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.

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

The Subrecipient 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 Subrecipient shall take similar appropriate affirmative action in support of women's business enterprises.

#### **11. 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.

#### **12. CONFLICT OF INTEREST (24 CFR 570.611)**

The Subrecipient 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 of Las Vegas as Recipient, or of any designated public agencies, or of Subrecipient 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 of Las Vegas.

#### **13. 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.

#### **G. DRUG-FREE WORKPLACE**

As a condition to receiving CDBG-CV Funds, the Subrecipient 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

Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

#### **H. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City of Las Vegas any CDBG-CV Funds on hand at that time and any accounts receivable attributable to the use of CDBG-CV Funds.

#### **I. ANTI-LOBBYING**

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

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

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act ("ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under this Agreement. If employing more than fifteen (15) employees, the Subrecipient 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 Subrecipient agrees to comply fully with Title III of the ADA as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient 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.

#### **K. 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.

#### **L. SYSTEM OF AWARD MANAGEMENT (24 CFR 5.1004)**

The Subrecipient 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, appendix A. The Subrecipient is also required to request a Data Universal Numbering System (DUNS) number, in accordance with 2 CFR 200.32

**CLIENT ELIGIBILITY  
HUD INCOME GUIDELINES  
(Effective April 2022)**

**INCOME NOT TO EXCEED GUIDELINES:** In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, the participants or recipients must have income that is less than 80% of median income.

Area Median Family Income \$81,700

<b>Household Size</b>	<b>Extremely Low</b>	<b>50% of Median</b>	<b>80% of Median</b>
1 Person	\$17,200	\$28,650	\$45,850
2 Person	\$19,650	\$32,750	\$52,400
3 Person	\$23,030	\$36,850	\$58,950
4 Person	\$27,750	\$40,900	\$65,450
5 Person	\$32,470	\$44,200	\$70,700
6 Person	\$37,190	\$47,450	\$75,950
7 Person	\$41,910	\$50,750	\$81,200
8 Person	\$46,630	\$54,000	\$86,400

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline, provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Provided by the United States Department of Housing and Urban Development (HUD), effective April 18, 2022.

## **QUARTERLY REPORT**

### **1. Enter the number of clients enrolled in your program during this reporting period.**

*\*Unduplicated City of Las Vegas CDBG Eligible Clients Only*

### **2. Race Categories - Please provide a breakdown of the clients enrolled in your program during this reporting period.**

*(Please note that the total should match the number reflected in Question 1.)*

	White
	Black/African American
	Asian
	American Indian/Alaska Native
	Native Hawaiian/Other Pacific Islander
	American Indian/Alaska Native & White
	Asian & White
	Black/African American & White
	American Indian/Alaska Native & Black/African American
	Other Multi-racial
	Refused to Answer

### **3. Ethnicity - Please provide the number of clients enrolled in your program during the reporting period that claimed Hispanic ethnicity.**

	Hispanic/Latino
	Non-Hispanic/Latino
	Refused to Answer

### **4. Income & Statistics - Please provide a breakdown of the clients enrolled in your program during this reporting period.**

*(Please note that the total should match the number reflected in Question 1.)*

	0-30% Extremely Low
	31-50% Very Low
	51-80% Moderate

### **5. Please provide a breakdown of the clients enrolled in the program during this reporting period.**

	Senior Citizens
	Female Head of Household
	Disabled