

Agreement for Clark County Landlord Assistance Program

This Agreement is between Clark County through its Social Service Department, 1600 Pinto Lane, Las Vegas, NV 89106 ("County") and **NAME** ("Landlord") whose primary business address is **STREET, CITY, ZIP CODE**.

WHEREAS, on April 23, 2020, Clark County, the pass-through entity, was allocated \$295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners ("BCC") approved the allocation plan for CARES Act CRF, which outlined \$30 million for financial assistance; and

WHEREAS, on November 17, 2020, the BCC approved an additional \$58.8 million for financial assistance; and

WHEREAS, the BCC has approved the disbursement of funds it has received under the CARES Act for use by the **Clark County Landlord Assistance Program** ("Program"); and

WHEREAS, Landlord has made an application for an assistance and the County has determined the Landlord meets the requirements of the Program and has been selected to receive CRF disbursement in accordance with Program requirements and the terms of this Agreement; and

NOW, THEREFORE, the County and the Landlord agrees as follows:

1. LANDLORD ELIGIBILITY

By entering into this Agreement, Landlord certifies that it is the owner, as of March 1, 2020, of certain real property located at **STREET, City of NAME**, County of Clark, which consists of **##** residential apartment units (the "Property"), and that Landlord meets the Program Requirements as defined below.

OR

By entering into this Agreement, Landlord certifies that it is the owner, as of March 1, 2020, of the various parcels of real property enumerated in the Application (the "Properties"), and that Landlord meets the Program Requirements as defined below for each of the Properties.

2. LANDLORD REQUIREMENTS AND CERTIFICATIONS

Landlord acknowledges and agrees to the following “Program Requirements”:

- a. Landlord shall provide an itemized and documented list of eligible costs incurred as a result of the COVID-19 pandemic, as more fully described in **Exhibit A**, (the “Application”) which is attached and made a part of this Agreement.
- b. Landlord shall provide a W-9 to the County.
- c. Landlord shall not begin any eviction proceedings for any rent within 60 days from the date rent was due within the last month for which assistance was provided. This Agreement may be used as evidence of payment of rent should the Landlord attempt to collect these payments from the existing tenants identified in the Landlord’s application. A material breach of this Agreement may result in the County seeking repayment of the CRF disbursement.
- d. Landlord agrees that County may provide written verification of any CRF disbursement to the tenant(s) aided by the CARES funds under this Agreement.
- e. Landlord agrees that Landlord no longer has any claim against tenant(s) related to the unpaid rent or late fees and waives any unknown claims Landlord has against tenant(s) for unpaid rent paid pursuant to this Agreement. Landlord further waives any and all claims, demands or actions for the payment of rent or late fees from tenant that were paid pursuant to this Agreement.
- f. Landlord affirms the continuation of all terms of the tenant(s)’ lease.
- g. Landlord affirms that any CFR disbursement is subject to the sole and absolute discretion of the County without recourse.
- h. Landlord agrees that its name, business name, and any CFR disbursement is data public record and may be made public by Clark County and any documentation provided to Clark County will be subject to Nevada Revised Statutes, Chapter 239 et seq, and any other applicable law.

Landlord acknowledges that the source of funds for this Agreement are federal CARES Act Coronavirus Relief Funds provided to Clark County and approved for disbursement as Landlord Assistance Program. Landlord acknowledges that any CRF disbursement may be subject to federal and state taxes.

Landlord further certifies under penalty of perjury that as of the date this Agreement is signed, all the following are true and correct:

- i. Primary lease holders on the Application have not paid rent due a COVID-19 related issue.
- j. Application for unpaid rent and late fees includes a timeline no earlier than March 1, 2020.
- k. Landlord has owned the Property since **DATE** and still owns the Property as of the date of the Application. Ownership documentation for each rental unit was included in the application. Acceptable proof of ownership documents includes, but are not limited, to a

6. NON-DISCRIMINATION

Landlord shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

Landlord shall defend, indemnify, and hold harmless the County, their present and former officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, demands for repayment or expenses, including attorney's fees, resulting directly or indirectly from any fraudulent act or use of CRF disbursement for nonauthorized purposes by the Landlord, a subcontractor, anyone directly or indirectly employed by Landlord, and/or anyone for whose acts and/or omissions Landlord may be liable in the performance of this Agreement.

8. RECORDS – AVAILABILITY/ACCESS AND RIGHT TO AUDIT

Landlord must keep all records related to this Agreement for five years after this Agreement ends. If needed, Landlord must allow County, the State Auditor, or any of their authorized representatives (which may include other independent financial analysts) (collectively, "Auditors") access to documentation related to this Agreement. Landlord must allow the Auditors to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to Landlord's accounting practices and procedures, and involve transactions relating to this Agreement.

9. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

Landlord is not allowed to assign, transfer, pledge, or subcontract this Agreement or CRF disbursement whether in whole or in part without the consent of County via a written amendment.

10. MERGER, MODIFICATION AND SEVERABILITY

- a. This is the entire Agreement between County and Landlord, and it supersedes any oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- b. Only written alterations, variations or modifications of the provisions of this Agreement will be valid.

- c. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

11. DEFAULT AND CANCELLATION/TERMINATION

- a. If Landlord fails to perform any of the provisions of this Agreement, Landlord will be in default. "Default" by Landlord includes providing false, misleading or incomplete information in documents submitted to County or documented in Exhibit A; or failing to use CRF disbursement exclusively for eligible costs. County may excuse Landlord's default in writing. If County does not excuse Landlord's default County may immediately cancel or terminate this Agreement in its entirety, and may demand repayment in full of the CRF disbursement. Additionally, County may delay payment to Landlord if Landlord fails to comply with the terms of this Agreement until Landlord comes into compliance.
- b. Regardless of any contrary provisions in this Agreement, Landlord is liable to County for damages sustained by County by virtue of any breach of this Agreement by Landlord. County will give Landlord written notice of the claimed breach and the amount of the claimed damage. Once written notice is given, County may withhold any payments to Landlord for the purpose of set-off until such time as the exact amount of damages due County from Landlord is determined. Following notice from the County of the claimed breach and damage, Landlord and County must attempt to resolve the dispute in good faith.
- c. The above remedies shall be in addition to any other right or remedy available to County under this Agreement, law, statute, rule, and/or equity.
- d. If County does not insist upon strict performance of any provision or to exercise any right under this Agreement, that lack of insistence does not mean that County has given up its right to have Landlord strictly perform its obligations of this Agreement. If County agrees in writing to give up strict performance by Landlord in one instance, that written consent is not a general waiver, and does not mean that County has given up its rights throughout the entire term of the Agreement.
- e. If this Agreement expires or is cancelled or terminated for any reason by either party, County will not be obligated to provide any other payments to Landlord, except for payments that were due prior to expiration, cancellation, or termination of this Agreement.
- f. Upon written notice to Landlord, County may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) Clark County does not obtain anticipated funding from the federal government for this Agreement; (ii) funding for this Agreement from the federal government is withdrawn, frozen, shut down, is otherwise made unavailable; or (iii) Clark County loses the outside funding for any other reason.

12. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: PROGRAM REQUIREMENTS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; and NEVADA LAW GOVERNS.

13. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- a. Landlord must comply with all applicable federal, state and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.
- b. Landlord certifies that it is not prohibited from doing business with either the federal government or the state of Nevada as a result of debarment or suspension proceedings.
- c. Because the source or partial source of funds for payment under this Agreement is from federal or state monies or from a federal, state or other grant source, Landlord is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other directives relating to the source and utilization of such funds including but not limited to applying for CRF disbursement that have been or will be reimbursed under any federal, county or state program.

14. CONFLICT OF INTEREST

Landlord affirms that to the best of Landlord's knowledge, Landlord's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. If Landlord learns of any conflict or potential conflict of interest, Landlord must immediately notify the County of the conflict or potential conflict. Unless County consents, a conflict or potential conflict may, in County's discretion, be cause for cancellation or termination of this Agreement.

15. SIGNATURES/EXECUTION

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together constitutes but one and the same instrument.

16. NEVADA LAWS GOVERN

The laws of the state of Nevada shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Clark, State of Nevada. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Nevada.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CLARK COUNTY

By: _____

Its: _____

Date: _____, 2020

LANDLORD

LANDLORD Name

By: _____

LANDLORD Name

Its: _____

Date: _____, 2020

SAMPLE