

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
Blind Center of Nevada**

THIS First Amendment to Community Development Block Grant Agreement Between the City of Las Vegas and Blind Center of Nevada ("First Amendment") is entered into this 7th day of March 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and **Blind Center of Nevada** a Nevada nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as SUBRECIPIENT, whose primary mailing address at the date of execution is 1001 N. Bruce, Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the CITY and SUBRECIPIENT entered into the Community Development Block Grant AGREEMENT Between the City of Las Vegas and Blind Center of Nevada dated February 15, 2007 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to provide an additional \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for the rehabilitation of the Tait Building of the Blind Center of Nevada located at 1001 N. Bruce, Las Vegas, NV for an aggregate total of \$1,152,817 for the project.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are herinafter contained, the parties do hereby agree as follows:

1. Article 1. A., the first paragraph of Scope of Services of the Agreement is hereby deleted and the following is inserted in its place:

SUBRECIPIENT will be responsible for administering a FY 2005-06 CDBG-funded project known as Blind Center of Nevada Rehabilitation (the "Project" or "Program") to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out and attached as Exhibit "A-1", Scope of Service description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$1,152,817.00 in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "F-1" attached. SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A-1". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

2. Article I. B., Time of Performance is hereby deleted and the following is inserted in its place:

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from February 16, 2006 through June 30, 2007, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after February 16, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

3. Article 1.E. Compliance with National Objectives is hereby deleted and the following is inserted in its place:


SUBRECIPIENT and CITY agree that so long as the SUBRECIPIENT shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Trust Deed until the fifth anniversary of the tenth anniversary of the First Amendment to Agreement per 24 CFR 570.503(b)(8)(i). The funds will still be recapturable upon sale, refinance or transfer of title.

4. The Scope of Services Description attached to the Agreement as Exhibit "A" is hereby deleted and replaced with Exhibit "A-1" attached to this First Amendment.
5. The form of Deed of Trust attached to the Agreement as Exhibit "B" is hereby deleted and replaced with Exhibit "B-1" attached to this First Amendment.
6. The Schedule of Performance attached to the Agreement as Exhibit "D" is hereby deleted and replaced with Exhibit "D-1" attached to this First Amendment.
7. The Project Budget attached to the Agreement as Exhibit "F" is hereby deleted and replaced with Exhibit "F-1" attached to this First Amendment.
8. Except as herein above set forth, all other provisions of the Agreement which are not inconsistent herewith shall remain in full force and effect.

Remainder of page intentionally left blank

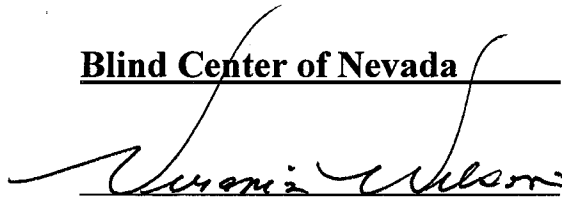
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS



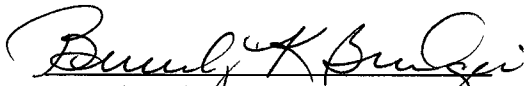
Oscar B. Goodman, Mayor
~~Executive Director~~

Blind Center of Nevada



Veronica Wilson, Executive Director,

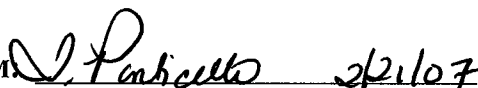
ATTEST:



Beverly Bridges, Acting City Clerk

COUNCIL ACTION: MARCH 7, 2007
Additional \$152,817 in CDBG funding

APPROVED AS TO FORM



J. P. Pincello 2/21/07

EXHIBIT "A-1"

SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

Subject to receipt of the CDBG funding from the federal government, the City will provide up to the amount of CDBG funding identified in I.A. of this Agreement to the SUBRECIPIENT for the purpose described in Exhibit "E," Project Description, of the Agreement between SUBRECIPIENT and the CITY (the "Agreement".)

Opportunities, which may enhance, or constraints, which may limit the ability of SUBRECIPIENT to effectively implement said Project in the City of Las Vegas:

SUBRECIPIENT must obtain additional funding to complete the Project.

B. CONSTRUCTION COMPLIANCE REQUIRED

For any and all rehabilitation or construction to be performed by SUBRECIPIENT under the scope of the Agreement, SUBRECIPIENT hereby agrees that all such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes. SUBRECIPIENT shall, to the greatest extent feasible, provide a detailed timeline, Schedule of Performance, which explicitly provides deadlines for all major construction activities to be performed pursuant to the Agreement in Exhibit "D-1" prior to city of Las Vegas issued Notice to Proceed for the Project.

Furthermore, the SUBRECIPIENT hereby agrees to provide the CITY with a design and construction schedule detailing the Project's phases to augment the CITY's capacity to monitor SUBRECIPIENT activities as to be performed under the Exhibit "E," Project Description, of the Agreement prior to City of Las Vegas issued Notice to Proceed for the Project.

C. PROJECT DATA

Subrecipient will provide the City's Neighborhood Services Director with client usage records on an annual basis commencing one year from the date of receipt of Certificate of Occupancy during the period of meeting a National Objective utilizing Exhibit "G," Yearly Program Status/Client Statistics Reports of the Agreement or a reasonable facsimile thereof. These records will contain but are not limited to, the following data:

- 1) Total clients served;
- 2) Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other; Number of clients who report a Hispanic ethnicity;
- 3) Number and percentage of Low and Moderate Income clients as defined by HUD
- 4) Number of handicapped clients served; Number of senior citizens served;
- 5) Number of female head-of-households served;
- 6) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division.

D. DEED OF TRUST REQUIRED FOR ACQUISITION / CAPITAL IMPROVEMENT

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 570.505, which shall be a Deed of Trust for such Property, the form of which is attached to the Agreement as Exhibit "B-1" and which SUBRECIPIENT shall execute as part of the Agreement ("Deed of Trust"). Such Deed of Trust shall serve as a collateral interest in the property being financed with CDBG Program funds ("Security Instrument.") If the SUBRECIPIENT ceases to meet a national objective until the fifth anniversary of the tenth anniversary of this Agreement in accordance with 24 CFR 570.208, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, SUBRECIPIENT does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (A) of the Agreement are not complied with, SUBRECIPIENT will, upon the request of the City, repay to the City, without interest, the entire \$1,152,817.00 in CDBG Program funds that SUBRECIPIENT received from the City hereunder.

For all activities pertaining to acquisition of the Property or capital improvement on the Property, the SUBRECIPIENT shall record the "Deed of Trust," at the Recorder's Office of the County of Clark upon the closing of escrow on the Property or prior to City of Las Vegas issued Notice to Proceed to ensure performance by the SUBRECIPIENT pursuant to the Project as specified in the Agreement.

The SUBRECIPIENT agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of \$1,152,817.00, which will protect the City from losses, damages, or claims concerning the title of the Property.

The SUBRECIPIENT further agrees to execute a Request for Notice, Attachment II to the

Agreement, in order that a copy of any Notice of Default or any Notice of Sale under the Deed of Trust recorded in which the City of Las Vegas is named as Trustee and Beneficiary be mailed to the City of Las Vegas.

E. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of the Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or SUBRECIPIENT as follows:

| | |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY: | Stephen Harsin, Director Neighborhood Services Department City of Las Vegas 400 Stewart Avenue, 2 nd Floor Las Vegas, NV 89101 |
| SUBRECIPIENT | Veronica Wilson, Executive Director Blind Center of Nevada 1001 N. Bruce Las Vegas, NV 89101 |

A.P.N.: 139-26-201-011

WHEN RECORDED MAIL TO:

ATTN: Earlie King
Neighborhood Services Department,
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

MAIL TAX BILL TO:

Blind Center of Nevada
1001 N. Bruce
Las Vegas, NV 89101

EXHIBIT "B-1"

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this 7th day of March, 2007 between Blind Center of Nevada, Inc., whose principal office is located at 1001 N. Bruce Las Vegas, NV 89101, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$1,152,817.00 from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan monies in accordance with the Community Development Block Grant of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein and therein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "C" attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to acquire, dispose of, construct, reconstruct, or install public facilities and make improvements to either benefit primarily low- and moderate-income persons; aid in the prevention or elimination of slum or blight; or to meet Community Development needs having a particular urgency; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to abide by any and all applicable CDBG

program rules and regulations as provided by 24 CFR Part 570; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$1,152,817.00 in CDBG program funds if the Property acquired by Trustor ceases to meet a national objective in accordance with 24 CFR 570.208, pursuant to its Agreement with Beneficiary, or if Trustor loses through foreclosure, sale, or other circumstances legal possession of the Property; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$1,152,817.00 in CDBG program funds if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

So long as the SUBRECIPIENT/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the SUBRECIPIENT/Trustor will terminate on the fifth anniversary of the tenth anniversary of the Agreement ; and thereafter the Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "C" hereto conveyed to the Trustee by the Trustor under the Deed of Trust. The funds will remain recapturable upon sale or transfer of title.

Trustor also agrees and acknowledges that a Request for Notice, the form of which is attached hereto as Exhibit "G", shall be recorded upon the recordation of this Deed of Trust and the Agreement secured hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The following Covenant Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Nevada Revised States (NRS) 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

TRUSTOR:

Blind Center of Nevada

BY: _____
Veronica Wilson, Executive Director

State of Nevada)
) SS.
County of Clark)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

EXHIBIT "C"

LEGAL DESCRIPTION

A.P.N. 139-26-201-011

A certain tract or parcel of land lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being a portion of the South One Half (S ½) of the Northwest One Quarter (NW ¼) of Section 26, Township 20 South, Range 61 East, M.D. B. & M., and being more particularly described as follows, to-wit:

BEGINNING at a point which bears North 0°05'47" East distant 399.71 feet and South 89°49'07" West distant 30 feet from the center of Section 26, Township 20 South, Range 61 East, said point being the Northeast corner of that certain parcel conveyed to the Fraternal Order of Eagles as described by Document 103883, Book 126, Official Records, Clark County, Nevada, said corner also being a point on the West right-of-way line of Bruce Street, thence South 89°49'07" West along the North Line of the aforementioned parcel conveyed to the Fraternal Order of Eagles a distance of 200 feet, thence North 0°05'47" East a distance of 354.01 feet to a point on the South line of that certain parcel conveyed to the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints as described by Document 63660, Book 76 of Official Records, Clark County, Nevada, thence North 89°32'47" East along the South line thereof a distance of 200.1 feet to a point on the West right-of-way line of Bruce street, thence South 0°05'47" West along said West right-of-way line, a distance of 354.84 feet to the POINT OF BEGINNING

EXCEPTING THEREFROM: the North 60.00 feet.

ALSO EXCEPTING THEREFROM: that certain parcel of land described by that certain Dedication recorded May 25, 1970, as Inst. No. 27656, of Official Records of Clark County, Nevada.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

| ACTION | DATE |
|--------------------------|-------------------|
| 1. Start Construction | February 27, 2006 |
| 2. Complete Construction | June, 2007 |

EXHIBIT "E"

PROJECT DESCRIPTION

The Project is the rehabilitation of the Tait Building of the Blind Center of Nevada. This rehab project will bring the building in compliance with current building codes and ADA requirements. The Blind Center is located at 1001 N. Bruce, Las Vegas, NV 89101.

Exhibit "F-1"
PROJECT BUDGET

Organization: Blind Center of Nevada

Project: Blind Center of Nevada Rehabilitation

Program: Community Development Block Grant, Fiscal Year 2005-2006.

Project Budget

| Account | Description | Amount Authorized |
|---------------------|---------------------|--------------------------|
| 992090 | Materials and Labor | \$1,100,661 |
| | Permit Fees | \$ 4,156 |
| | Architectural Fees | \$48,000 |
| Total Amount | | \$1,152,817.00 |

EXHIBIT "G"
YEARLY PROGRAM STATUS/CLIENT STATISTICS REPORT

Neighborhood Services Department
 Neighborhood Development Division
 400 Stewart, 2nd Floor
 Las Vegas, NV 89101

RE: Project: Blind Center of Nevada Rehabilitation
 Represents year 2005-2006

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. In addition, the number served for all categories should total, i.e., female and male clients should equal the total number; the numbers in the income columns should also equal the total number. Note: Female Head of Household would not fall under this requirement.

| A | B | C |
|----------------------------------------|---------------------------|-----------------------------|
| Race Category | Year To Date Client Total | Year to Date Hispanic Total |
| White | | |
| Black/African American | | |
| Asian | | |
| American Indian/Alaskan | | |
| Native Hawaiian/Other Pac. Islander | | |
| American Indian Alaskan Native & White | | |
| Asian & White | | |
| Black & White | | |
| American Indian/Alaskan Native & Black | | |
| Other Multi Racial | | |
| Asian/Pacific Islander | | |
| Other Multi-Racial | | |
| TOTAL All Categories | | |
| Female | | |
| Male | | |
| Female Head of Household | | |
| 0-30% Extremely-Low | Total | |
| | Monthly Total | |
| | Year to Date Total | |

ATTACHMENT I

DISCLOSURE OF PRINCIPALS

The principals and partners of Blind Center of Nevada *and all persons and entities holding more than 1% interest in the Blind Center of Nevada or any principal of Blind Center of Nevada are the following:*

| FULL NAME | BUSINESS ADDRESS | BUSINESS PHONE |
|----------------|----------------------------------------|----------------|
| 1. <u>NONE</u> | <u>SEE ATTACHED BOARD OF DIRECTORS</u> | |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| 5. _____ | | |
| 6. _____ | | |

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

By: *Veronica Wilson*
Title: *President / CEO*

Subscribed and sworn to before me this
23 day of FEBRUARY, 2007.

Patricia Ann Benefiel
Notary Public

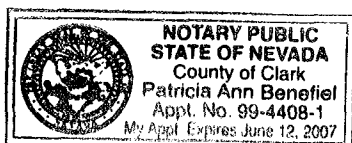


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