

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
Boys & Girls Club of Las Vegas
Public Service – Social Services

THIS AGREEMENT, made and entered into this 5th day of November, 2008, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City") and **Boys & Girls Club of Las Vegas**, a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 2580 S. Lindell, Las Vegas, NV 89102.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD- approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2008-2009 CDBG-funded Program known as **Family Resource Management** ^{Center} that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **\$145,792**, in CDBG funds, (the "CDBG Funds") which are to be allocated in accordance with the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Subrecipient agrees to conduct the Program as described in the Program Description.

II. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of the Program from November 5, 2008, through June 30, 2009, inclusive. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after November 5th of the fiscal year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the Neighborhood Services Public Services Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for CDBG Funding.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;

6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City or the its designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or to the address within the City of Las Vegas designated by the City. If the City or the its designated representative(s) finds that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City shall be named as an additional insured party under each coverage and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the Subrecipient fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (ii) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

IV. FEDERAL GENERAL CONDITIONS

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)(1)(2)(3).

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

The Subrecipient agrees not to use CDBG 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.

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

C. PROGRAM INCOME (24 CFR 570.500, 570.504)

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

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

DISPOSITION OF PROGRAM INCOME

The Subrecipient agrees that any income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City, Program Income may be retained by Subrecipient provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

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. CIVIL RIGHTS ACT OF 1964(24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) EXECUTIVE ORDER 11063(24 CFR 570.601)

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, sex, familial status, disability, or national origin 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.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT of 1975 (24 CFR 570.602(c)) SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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, national origin, disability, or sex, 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.

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

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

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 amended.

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)

Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. 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, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, 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.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)

The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST (24 CFR 570.611)

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of 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.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government 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 Executive Order 12166 and title vi provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate title vi civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

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

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. 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.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of 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 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.

V. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the Subrecipient to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Subrecipient as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program budget, "Exhibit B", and subject to any conditions imposed in the Program Description, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Program costs. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be expended in a timely manner. Unless an alternative plan has been approved in writing by the Department of Neighborhood Services, thirty three percent (33%) of the award must be spent at least every three months. To ensure compliance with this requirement, thirty three percent (33%) of the CDBG grant award provided by this agreement must be expended by December 31st of the fiscal year the funds are awarded, or the funds will be reprogrammed. The completed Request for Funds form (Exhibit "C") and Monthly Client Reporting forms (Exhibit "D") for the first three months of the program year must be received by January 10th.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or his or her designee. All funds must be expended by June 30th of the Program Year, with the Request for Funds and the Monthly Client Reports submitted by July 10th. Unspent funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each Expenditure charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VI. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. TERMINATION PROCEDURES

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 570.509 is subject to the federal enforcement procedures identified in 24 CFR Part 84.62. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of this Agreement shall include but are not limited to the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the City or Subrecipient or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. Disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. Whole or partial suspension or termination of the current award for the Program,
4. Withholding of further awards for the Program, or
5. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination, of this Agreement, and/or the CDBG funding provided hereunder, provided that such conditions are

consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by the Subrecipients. Any notice of termination for noncompliance shall be given to the Subrecipient no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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


D. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

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

CITY OF LAS VEGAS

Boys & Girls Club of Las Vegas

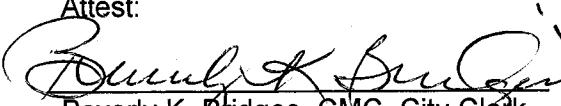


Oscar B. Goodman, Mayor



Jim Richards, Executive Director

Attest:



Beverly K. Brides, CMC, City Clerk,

Council Action November 5, 2008 – Item #

APPROVED AS TO FORM: Robert S. Sylvain 10-21-08

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Family Resource Management

1. Purpose of Services:

To provide case management, needs assessment and referrals. Food and or food vouchers. Clothing and or clothing vouchers. Infant needs, transportation vouchers, education referrals and application assistance.

2. Tasks to be Performed:

Case management and assistance where required for 200 families.

3. Level of Service to be Provided and Measurable Goals for Grant Period:

4. Program Conditions:

The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas. All clients served, must be verified as low or moderate income residents of the City of Las Vegas.

Stipulations: None

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the fiscal year or the effective date of the Agreement, through June 30th of the fiscal year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "D" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "E" of the Agreement for current HUD Section 8 income guidelines), and female heads-of-households served.
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards

required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification Of Household Composition And Income form, attached as Exhibit "F" to the Agreement.

EXHIBIT "B"
PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
BOYS AND GIRLS CLUB
Fiscal Year 2008/2009 CDBG Public Service Grant

Family Resource Management	
Case management and direct services for 200 families.	\$145,792

Total \$145,792

EXHIBIT "D"
MONTHLY CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY USE BOTH PAGE 1 AND PAGE 2

Unduplicated Clients Served & Program Goals Met This Month

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

RE: Agency/Project: Boys & Girls Club of Las Vegas
 Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*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 the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: i.e. female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients then the monthly and yearly total will change to reflect the amount of new clients.

A Race Category	B Monthly Client Total	C Monthly Hispanic Total	D Year To Date Client Total	E 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				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal
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The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2008 - PROGRAM ACCOMPLISHMENTS (Sample)

Activity 1. Youth Enrollment

- * Distributed 2,000 program flyers to North, South and Central High
- * Sponsored and Open House on August 15th to attract youth
- * 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two you referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule
- 11 attended first meeting, 9 in attendance second meeting

EXHIBIT "E"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$13,400 or less	\$22,350	\$35,750
2	\$15,300 or less	\$25,550	\$40,900
3	\$17,250 or less	\$28,750	\$46,000
4	\$19,150 or less	\$31,950	\$51,100
5	\$20,700 or less	\$34,500	\$55,200
6	\$22,200 or less	\$37,050	\$59,300
7	\$23,750 or less	\$39,600	\$63,350
8	\$25,300 or less	\$42,150	\$67,450

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 whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective February 13, 2008.

EXHIBIT "F"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	HOUSEHOLD INCOME¹ Please check the box next to the total income of your household. Count all income of all household members.		
<input type="checkbox"/> 1 person	<input type="checkbox"/> less than \$13,400	<input type="checkbox"/> less than \$22,350	<input type="checkbox"/> less than \$35,750
<input type="checkbox"/> 2 people	<input type="checkbox"/> less than \$15,300	<input type="checkbox"/> less than \$25,550	<input type="checkbox"/> less than \$40,900
<input type="checkbox"/> 3 people	<input type="checkbox"/> less than \$17,250	<input type="checkbox"/> less than \$28,750	<input type="checkbox"/> less than \$46,000
<input type="checkbox"/> 4 people	<input type="checkbox"/> less than \$19,150	<input type="checkbox"/> less than \$31,950	<input type="checkbox"/> less than \$51,100
<input type="checkbox"/> 5 people	<input type="checkbox"/> less than \$20,700	<input type="checkbox"/> less than \$34,500	<input type="checkbox"/> less than \$55,200
<input type="checkbox"/> 6 people	<input type="checkbox"/> less than \$22,200	<input type="checkbox"/> less than \$37,050	<input type="checkbox"/> less than \$59,300
<input type="checkbox"/> 7 people	<input type="checkbox"/> less than \$23,750	<input type="checkbox"/> less than \$39,600	<input type="checkbox"/> less than \$63,350
<input type="checkbox"/> 8 people	<input type="checkbox"/> less than \$25,300	<input type="checkbox"/> less than \$42,150	<input type="checkbox"/> less than \$67,450

¹ Based on HUD median incomes as of February 13, 2008.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

<input type="checkbox"/> White	<input type="checkbox"/> Black/African American	<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian/Alaskan
<input type="checkbox"/> Native Hawaiian/Other Pac. Islander	<input type="checkbox"/> American Indian Alaskan Native & White	<input type="checkbox"/> Asian & White	<input type="checkbox"/> Black & White
<input type="checkbox"/> American Indian/Alaskan Native & Black	<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Other Multi Racial	<input type="checkbox"/> Hispanic

EXHIBIT "F"

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INCOME INFORMATION

Items needed (copies):

- * Photo ID, for head of household.
- * Monthly income for each member of the house with income (paycheck stubs, income tax statement.)
- * Other income documentation (child support, alimony, welfare, etc)
- * A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does <u>any</u> member of your household:
<input type="checkbox"/> Yes	<input type="checkbox"/> No	1. Live in Public Housing or receive Section 8 rental assistance?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	2. Work full-time, part-time, or seasonally?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	3. Expect to work for any period during the next year?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	4. Work for someone who pays them cash?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	5. Now receive or expect to receive unemployment benefits?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	6. Now receive or expect to receive child support?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	7. Now receive or expect to receive alimony?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	8. Now receive or expect to receive public assistance (welfare)?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.

Signature of Head of Household	Date
Signature of Spouse	Date
Address including zip code	Phone #
Agency Representative	Date
Verified by: _____	Date _____
Income verification* and type _____	Date _____

*ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.