COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
AREA HEALTH EDUCATION CENTER
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City") and, Area health Education Center (AHEC), 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: 3014 W. Charleston Boulevard, Suite 150 C, 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 FY2009-2010 CDBG-funded Program known as Season of Discovery 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 Fifteen thousand and 00/ dollars ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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).

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
~~AMERICAN~~ HEALTH EDUCATION CENTER
Area **Public Service**
ND

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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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

AREA HEALTH EDUCATION CENTER

Rose M. Yuhos, Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~

By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Summer enrichment program for disadvantaged youth.

2. Tasks to be Performed:
   Conduct programs in math, science and technology.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   50 students will benefit from this program.

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: «Stipulations»

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 "C" 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 "D" 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 "E" to the Agreement.

D. YOUTH PROGRAM OBJECTIVES

1. In General

The Subrecipient will be responsible for providing recreational, educational or vocational related services to eligible youth and young adults over the period of July 1st to June 30th of the Program that the Subrecipient is using CDBG Funds provided under Agreement. With funding from the City of Las Vegas FY 2009 CDBG program, the Subrecipient will provide youth sports activities, job skills, tutoring, mentoring, life skills or any combination to low and moderate-income children.

Any change in the scope of services, budget, or method of compensation contained in the Agreement, unless otherwise noted, may only be made through a written amendment to the Agreement, executed by the Subrecipient and City.

2. Principal Tasks

The principal tasks, which the Subrecipient will perform in connection with the eligible educational/vocational services, include, but are not limited to, the following:

a.) Maintain facilities (if applicable) at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. The facilities must also be handicapped accessible.

b.) Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the program components. (When possible, flyers should be translated in Spanish)

c.) Accept applications and perform eligibility determinations. CDBG funds must be used for the children whose family income does not exceed 80% of median income. This must be verified by the Subrecipient and kept in the client's file.

d.) Ensure that the staffing, background and qualifications of the Subrecipient's employees and/or volunteers providing the program components and any related services are appropriate for the enrolled youth population.

e.) As part of the youth services indicated in the application, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.

f.) Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG program.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	10,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	5,000			
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: AHEC-Season of Discovery
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
BLIND CENTER OF NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and the BLIND CENTER OF NEVADA (the "Subrecipient"), 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: 1001 N. Bruce St., Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as Back to Work 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

BLIND CENTER OF NEVADA

Veronica Wilson , Executive Director 6/25/09

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 5-6-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Job and Life skills Training for the blind/visually impaired.

2. Tasks to be Performed:
   Client outreach and assessment, life and job skills training, technology training.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   30 blind/visually impaired persons will benefit from this training..

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"
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: Blind Center of Nevada
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
BOYS AND GIRLS CLUBS OF LAS VEGAS
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, BOYS AND GIRLS CLUBS OF LAS VEGAS (the "Subrecipient"), 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: P. O. Box 26689, Las Vegas, NV 89126.

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 FY2009-2010 CDBG-funded Program known as McCabe and Agassi 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

BOYS AND GIRLS CLUBS OF LAS VEGAS

James Richards , Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~

By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Reinforce social and coping skills to avoid street violence and gang involvement.

2. Tasks to be Performed:
   Encourage regular club attendance, change conflict resolution skills and complete substance abuse resistance training.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   120 of the participants will successfully avoid violence or gang involvement.
   180 of the participants will avoid high risk behavior; smoking, drugs, etc.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Boys and Girls Clubs of Las Vegas	Phone: 702 367-2582 / 702 253-2805
Project: Street Smart	FAX: 702 367-9522
Contact Person: Sonya Harris	e-mail sharris@bgclv.org

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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 and Girls Clubs of ~~Southern Nevada~~ 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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
BOYS AND GIRLS HOPE OF NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and the BOYS AND GIRLS HOPE OF NEVADA (the "Subrecipient"), 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: 4100 W. Flamingo Rd, Suite 1200, Las Vegas, NV 89103

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 FY2009-2010 CDBG-funded Program known as Academic and Life Skills 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

BOYS AND GIRLS HOPE OF NEVADA

Jane Jensen Saint , Executive Director 6/30/09

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvia 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Academic skill development including tutoring and mentoring services in math, English and science.

2. Tasks to be Performed:
   Recruit and maintain appropriate tutoring/mentoring staff.
   Conduct academic assessment for each child.
   Provide academic skills development in math, English and science for enrolled youth.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   20 students will improve their grades, develop study skills and prepare for advanced education.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Boys and Girls Hope	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	15,000			
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
CATHOLIC CHARITIES OF SOUTHERN NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, CATHOLIC CHARITIES OF SOUTHERN NEVADA (the "Subrecipient"), 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:1501 Las Vegas Boulevard N., Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as Public Restrooms 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 Thirty Seven Thousand Five Hundred Twelve ($37,512) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

CATHOLIC CHARITIES OF SOUTHERN NEVADA

Monsignor Patrick Leary , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Taylor 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   To provide public restroom facilities for the homeless community.

2. Tasks to be Performed:
   To ensure that the restrooms are functioning properly and to maintain a sanitary environment.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   300-400 persons per day will have access to restrooms.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Catholic Charities	Phone:
Project: Public Restrooms	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	34,000			
Operating Costs	3,512			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$37,512			

Signature Date

EXHIBIT "C"
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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
CATHOLIC CHARITIES OF SOUTHERN NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, CATHOLIC CHARITIES OF SOUTHERN NEVADA (the "Subrecipient"), 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:1501 Las Vegas Boulevard N., Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as RSD Job Office 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 Eighteen Thousand Seven Hundred Fifty ($18,750) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

CATHOLIC CHARITIES OF SOUTHERN NEVADA

Monsignor Patrick Leary, Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~

By Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvia 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   To obtain transportation resources which will enable 600 unduplicated clients to seek and secure employment.

2. Tasks to be Performed:
   Obtain state issued ID to satisfy work requirements. Conduct work related training sessions.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   600 clients will be able to secure employment.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Catholic Charities	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	18,750			
Machinery & Equipment				
TOTAL	$18,750			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
CATHOLIC CHARITIES OF SOUTHERN NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, CATHOLIC CHARITIES OF SOUTHERN NEVADA (the "Subrecipient"), 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:1501 Las Vegas Boulevard N., Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as St. Vincent HELP Apartments 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

CATHOLIC CHARITIES OF SOUTHERN NEVADA

Monsignor Patrick Leary , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk By Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   To provide direct client services for residents of St. Vincent HELP Apartments.

2. Tasks to be Performed:
   Provide initial Assessment of client needs. Develop individualized service plans for each client. Provide exit guidance and services during and after program participation.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   25 clients will move to permanent housing with improved income..

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Catholic Charities	Phone:
Project: St. Vincent HELP	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
CLARK COUNTY BAR ASSOCIATION
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, CLARK COUNTY BAR ASSOCIATION (the "Subrecipient"), 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:725 S. 8th Street, Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as Trial by Peers 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 Eighteen Thousand ($18,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

CLARK COUNTY BAR ASSOCIATION

Eric A. Mann , Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~ By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Youth court juvenile diversion program for first/second and some third time, non violent offenders charged with misdemeanors.

2. Tasks to be Performed:
   Approximately 25 youth charged with misdemeanors will be diverted out of the juvenile system into Trial by Peers.
   Approximately 55 juveniles will benefit from jury participation.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   80 juveniles will gain awareness and respect for their legal responsibilities to society.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Clark County Bar	Phone:
Project: Trial by Peers	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation	2,000			
Food (client)				
Employment Training	1,000			
Direct Client Services				
Machinery & Equipment				
TOTAL	$18,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
NEVADA COMMUNITY LEARNING CENTER
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, NEVADA COMMUNITY LEARNING CENTER (the "Subrecipient"), 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:2039 E. Lake Mead Boulevard, N. Las Vegas, NV 89030 .

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 FY2009-2010 CDBG-funded Program known as Pre School Opportunities 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

NEVADA COMMUNITY LEARNING CENTER

Camellia Williams , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvia 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   To improve reading readiness preparatory to entering Kindergarten.

2. Tasks to be Performed:
   Administer tests to both parents and children upon entry into the program. Administer post-testing to measure progress.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   70% of children with a minimum of 3-4 months participation will show improvement in reading readiness.
   90% of participating adults will meet at least on goal relating to parenting skills.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: NV Community Learning Center	Phone:
Project: Pre School Opportunities	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
COMMUNITY COUNSELING CENTER
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, COMMUNITY COUNSELING CENTER (the "Subrecipient"), 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:1120 almond Tree Las Vegas, NV 89104 .

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 FY2009-2010 CDBG-funded Program known as Life Skills for Substance Abusers 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

COMMUNITY COUNSELING CENTER

Ron Lawrence , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvia 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   To provide Social Service/Substance Abuse counseling.

2. Tasks to be Performed:
   Test Addiction Severity Index at intake interview. Assessment, counseling, case management and administration of substance abuse program.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Positive life style change for client and family members. Ability to set limits for alcohol abusers. Abstinence for individuals experiencing addiction. Disconnection with illegal drug use.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Community Counseling Center	Phone:
Project: Life Skills	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
FAMILY PROMISE
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, FAMILY PROMISE (the "Subrecipient"), 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: 320 S. 9th Street, Las Vegas, NV 89101 .

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 FY2009-2010 CDBG-funded Program known as Building Communities Strengthening Lives 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 Twenty Thousand ($20,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

FAMILY PROMISE OF LAS VEGAS

Terry Lindemann , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

State of Nevada

ss

County of Clark

Subscribed and sworn to before me, Sandra M. LeBlanc this 8h day of July, 2009 by Terry Lindemann this CDBG Funding Agreement.

Sandra M. LeBlanc

Notary Signature

My commission expires on May 26, 2011.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SANDRA M. LEBLANC
No: 99-56991-1
My Appointment Expires May 26, 2011

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   To build a sustainable future for families.

2. Tasks to be Performed:
   Prepare an assessment upon intake and prepare a personal responsibility plan.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   100% of all clients will receive funding to secure Birth Certificates and State Id.
   100% of all clients will attend mandated Parenting classes at Nevada Children's Center.
   75% of families will secure their goal of entering housing.
   75% of families will develop a financial plan and budget.
   All families will be tracked a 3,6,12 months for assessment of above.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Family Promise	Phone:
Project: Building Communities, Strengthening Lives	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	20,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$20,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
GIRL SCOUTS OF FRONTIER COUNCIL
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, GIRL SCOUTS OF FRONTIER COUNCIL (the "Subrecipient"), 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: 2941 Harris Avenue, Las Vegas, NV 89101 .

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 FY2009-2010 CDBG-funded Program known as Girl Scouts STEM Programs 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

GIRL SCOUTS OF FRONTIER COUNCIL

Patricia Miller , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvia 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Engaging youth in Science, Technology, Engineering and Math.

2. Tasks to be Performed:
   Develop, promote and implement monthly sessions.
   Develop and implement pre/post session evaluations.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Results will enable Girl Scouts to quantifiably measure successes and areas of improvement within the program..

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Girl Scouts	
Project: STEM	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	15,000			
Machinery & Equipment				
TOTAL	15,000$			

Signature Date

EXHIBIT "C"
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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
GIVE ME A BREAK
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, GIVE ME A BREAK (the "Subrecipient"), 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: PO Box 620721, Las Vegas, NV 89162 .

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 FY2009-2010 CDBG-funded Program known as Community Respite 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

GIVE ME A BREAK, INC.

Scherrie Adams-Ambre, Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvai 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Provide 5 hours of respite care services. Also, crisis intervention to families with individuals with disabilities.

2. Tasks to be Performed:
   Solicit families to participate in the program.
   Solicit and train volunteers to provide care/respite..

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Up to 50 spots will be available each month, providing 250 hours of respite....

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Give Me A Break	Phone:
Project: Community Respite	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	15,000			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"
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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
GREATER LAS VEGAS AFTER SCHOOL ALL STARS
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, GREATER LAS VEGAS AFTER SCHOOL ALL STARS (the "Subrecipient"), 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: 1785 E. Sahara, #400, Las Vegas, NV 89104.

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 FY2009-2010 CDBG-funded Program known as What's Cool After School 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

GREATER LAS VEGAS AFTER SCHOOL ALL STARS.

Jackie Locks , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Provide after school programs at 3 schools for 695 unduplicated at risk students.

2. Tasks to be Performed:
   695 at risk students will engage in after school programs and will be kept constructively engaged.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   The After School All Stars will gather program data on participating students to evaluate success. Data gathered will attempt to show school grades before and after enrolling in the program.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Greater LV After School All Stars	Phone:
Project: What's Cool After School	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
HELP OF SOUTHERN NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, HELP OF SOUTHERN NEVADA (the "Subrecipient"), 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: 1640 E. Flamingo Road, #100, Las Vegas, NV 89119.

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 FY2009-2010 CDBG-funded Program known as Emergency Resource Services 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 Twenty Thousand ($20,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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 **HELP OF SOUTHERN NEVADA.**

Oscar B. Goodman, Mayor

Terrie Stanfill , Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~ By Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Provide rent/utility assistance to 630 households to prevent homelessness or to move them from . homelessness to affordable housing.

2. Tasks to be Performed:
   Make necessary referrals to assist clients with wrap-around services.
   Develop a case plan for each client.
   Provide rent/utility assistance to prevent or alleviate homelessness.

   3. Level of Service to be Provided and Measurable Goals for Grant Period:
   630 clients will receive referrals, case plans and rent/utility assistance....

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: HELP of Southern Nevada	Phone:
Project: ERS	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	20,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$20,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
HELP OF SOUTHERN NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, HELP OF SOUTHERN NEVADA (the "Subrecipient"), 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: 1640 E. Flamingo Road, #100, Las Vegas, NV 89119.

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 FY2009-2010 CDBG-funded Program known as Youth 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

HELP OF SOUTHERN NEVADA.

Terrie Stanfill , Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvia 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   40 unduplicated homeless teens will be housed, fed, counseled and prepared for independent living.

2. Tasks to be Performed:
   40 unduplicated homeless teens will be assessed for possible enrollment or transitional housing.
   100% of those enrolled will receive a treatment plan within 72 hours of admission.
   45% of those who are employed over 90 days will move into permanent housing.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Case management, individual treatment plans, weekly reports and weekly treatment team meetings.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: HELP of Southern Nevada	Phone:
Project: Youth Center	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
JUDE 22
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, JUDE 22 (the "Subrecipient"), 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: 300 S. 9th Street, Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as Senior Nutrition 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 Twenty Five Thousand ($25,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

JUDE 22

Hattie Soil-Operations Manager

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Program Services to be provided.

1. Purpose of Services:
   Provide food supplies for 1800 unduplicated low and very low income seniors.

2. Tasks to be Performed:
   9500 units of food will be distributed, 80% to Seniors below the poverty level.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Clients are tracked through SAMS data base.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	25,000			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$25,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
LAS VEGAS INDIAN CENTER
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, LAS VEGAS INDIAN CENTER (the "Subrecipient"), 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: 2300 W. Bonanza Rd., Las Vegas, NV 89106.

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 FY2009-2010 CDBG-funded Program known as Homeless Prevention, Intervention and Outreach 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 FifteenThousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

LAS VEGAS INDIAN CENTER

Debra Reed-Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Homeless Prevention, Intervention and Outreach

1. Purpose of Services:
   20 clients will receive case management outreach services to achieve self-reliance and independence and to prevent homelessness.

2. Tasks to be Performed:
   Case management, training and education, information and referrals.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Conduct comparison of pre and post client conditions to determine goal achievement.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs	15,000			
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
LATIN CHAMBER OF COMMERCE
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, LATIN CHAMBER OF COMMERCE (the "Subrecipient"), 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: 330 N. 13th St., Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as Arturo Cambiero Senior 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 TwentyThousand ($20,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

LATIN CHAMBER OF COMMERCE

Otto Merida-Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvai 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Bilingual activities and services to local seniors.

1. Purpose of Services:
   100 clients will benefit from health, education, physical exercise, nutrition, transportation, ESL, dance, bingo, field trip programs.

2. Tasks to be Performed:
   Provide information and referrals for seniors in need of services such as, rent, utility, medical, food, job training, etc.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Participants complete evaluation form for activities provided.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	6,000			
Operating Costs	4,000			
Travel & Transportation				
Food (client)	6,000			
Employment Training				
Direct Client Services	4,000			
Machinery & Equipment				
TOTAL	$20,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
LIED DISCOVERY CHILDREN'S MUSEUM
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, LIED DISCOVERY CHILDREN'S MUSEUM (the "Subrecipient"), 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: 833 Las Vegas Boulevard N., Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as Youthworks 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 FifteenThousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

LIED DISCOVERY CHILDREN'S MUSEUM

Linda Quinn-Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Provide educational encouragement and job skills to low income teen agers.

1. Purpose of Services:
   Achieve a 100% High School graduation rate for high school seniors participating in the program.

2. Tasks to be Performed:
   Meet individually with all participants to prepare plans for higher education and future careers.
   Provide tutoring and counseling as needed to all participants to nurture academic success.
   Help participants review and revise career and education plans on an ongoing basis.

. Level of Service to be Provided and Measurable Goals for Grant Period:
   Monitor school performance and education progress of all participants.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	6,750			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	8,250			
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
LUTHERAN SOCIAL SERVICES
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, LUTHERAN SOCIAL SERVICES (the "Subrecipient"), 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: PO Box 2079, Las Vegas, NV 89125-2079.

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 FY2009-2010 CDBG-funded Program known as Emergency Services Program 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 FifteenThousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

LUTHERAN SOCIAL SERVICES

Armena Mkhitaryan-Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~, By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Provide care for people in need.

1. Purpose of Services:
   Provide a wrapped-around comprehensive case management providing food, rental assistance and employment support services to homeless and low-moderate income clientele.

2. Tasks to be Performed:
   2300 unduplicated clients will experience a reduction in hunger.
   100 households will experience a reduction in barriers to maintaining self-sufficiency.

. Level of Service to be Provided and Measurable Goals for Grant Period:
   Staff will monitor food deliveries to clients.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
POSITITVELY KIDS
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, POSITIVELY KIDS (the "Subrecipient"), 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: 3555 W. Reno Avenue, Suite F, Las Vegas, NV 89118.

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 FY2009-2010 CDBG-funded Program known as Medical Daycare and Respite 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 Thirty Thousand ($30,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

POSITIVELY KIDS

Fred Schultz-Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Provide medical daycare and respite.

1. Purpose of Services:
   To expand skilled respite services to provide clinically-based, medical daycare programming for severely disabled children from low-moderate income families.

2. Tasks to be Performed:
   Recruit and maintain appropriate daycare, management and therapeutic staff.
   Conduct skilled staff training in appropriate policies and procedures.
   Develop and maintain patient records and data collection format for require3d reporting.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Consumer satisfaction surveys will routinely be administered to measure family satisfaction with services provided.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	10,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	20,000			
Machinery & Equipment				
TOTAL	$30,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
REBUILDING TOGETHER OF SOUTHERN NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, REBUILDING TOGETHER OF SOUTHERN NEVADA (the "Subrecipient"), 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: 611 S. 9TH Street, Las Vegas, NV 89101.

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 FY2009-2010 CDBG-funded Program known as Event Day 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

REBUILDING TOGETHER OF SOUTHERN NEVADA

Cynthia Baca-Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~ By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

National Rebuilding Day, Veterans Housing Initiative and emergency Home Repair..

1. Purpose of Services:
   Repair and rehabilitate the homes of homeowners of low income who are seniors or disabled.

2. Tasks to be Performed:
   Community outreach, client identification, client intake, site documentation of necessary repairs, project administration, supervision of volunteers, selection of skilled contractors, purchase of materials.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Client files contain complete documentation from intake through client sign-off when work is completed.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
SAFE HOUSE
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, SAFE HOUSE (the "Subrecipient"), 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: 921 American Pacific Drive, Suite 300, Henderson, NV 89014.

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 FY2009-2010 CDBG-funded Program known as Case Management 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

SAFE HOUSE

Julie Proctor-Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Case Management Project

1. Purpose of Services:
   To enable victims of domestic violence to work with a Case Manager and establish an individualized case plan. This will enable them to achieve a violence free lifestyle and self sufficiency.

2. Tasks to be Performed:
   Prepare an individualized case plan.
   Conduct weekly meetings to assess progress and establish appropriate goals.
   When client is prepared to leave the shelter, the case will be transferred to the Transition Program.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   The program implements pre and post outcome measure tools administered by case managers.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
THE SALVATION ARMY
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, THE SALVATION ARMY (the "Subrecipient"), 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: PO Box 28369, Las Vegas, NV 89126.

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 FY2009-2010 CDBG-funded Program known as Vocational Training 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

THE SALVATION ARMY

~~Major William S. Raihl, Executive Director~~
William Harfoot, Vice President

Attest: Walter Edge, Ass't Treasurer

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Outreach and triage homeless persons to Salvation Army housing while aiding them in achieving self-sufficiency through vocational training.

1. Purpose of Services:
   To increase client employability through vocational training.

2. Tasks to be Performed:
   Completion of life skills classes
   Completion of practicum experience.
   Completion of computer literacy classes.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Life skill competency is measured by completion of assignments.
   Monthly evaluations will be conducted at each practicum site with specific focus on hygiene, punctuality, conflict resolution and task competence.
   Pre and post testing for computer literacy.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
SHADE TREE
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, SHADE TREE (the "Subrecipient"), 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: PO Box 669, Las Vegas, NV 89125.

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 FY2009-2010 CDBG-funded Program known as Homeless Prevention 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 TwentyThousand ($20,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

SHADE TREE

Marlene Richter-Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~ By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Homeless Prevention Services

1. Purpose of Services:
   To provide services so the homeless can work toward reaching self sufficiency.

2. Tasks to be Performed:
   Comprehensive intake assessment
   Preparation of individualized case plan.
   Referrals to Life skills classes as needed.
   Referrals to employment training programs
   Assessment of status for other available benefits.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   90% of residents will have identified on homeless causal factor.
   100% of residents will have a case plan with 3 goals to achieve.
   40% of residents will be enrolled in Life skills classes.
   40% of able bodied residents will become employed or in a job training program.
   All residents will be evaluated for permanent housing opportunities.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	20,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$20,000			

Signature Date

EXHIBIT "C"

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: _____

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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
SHADE TREE
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, SHADE TREE (the "Subrecipient"), 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: PO Box 669, Las Vegas, NV 89125.

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 FY2009-2010 CDBG-funded Program known as Homeless Prevention 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 TwentyThousand ($20,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

SHADE TREE

Marlene Richter-Executive Director

Attest:

~~Beverly K. Bridges, CMC, City Clerk~~ By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Homeless Prevention Services

1. Purpose of Services:
   To provide services so the homeless can work toward reaching self sufficiency.

2. Tasks to be Performed:
   Comprehensive intake assessment
   Preparation of individualized case plan.
   Referrals to Life skills classes as needed.
   Referrals to employment training programs
   Assessment of status for other available benefits.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   90% of residents will have identified on homeless causal factor.
   100% of residents will have a case plan with 3 goals to achieve.
   40% of residents will be enrolled in Life skills classes.
   40% of able bodied residents will become employed or in a job training program.
   All residents will be evaluated for permanent housing opportunities.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	20,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$20,000			

Signature Date

EXHIBIT "C"

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: _____

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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
SOUTHERN NEVADA PUBLIC TELEVISION
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and SOUTHERN NEVAVDA PUBLIC TELEVISION (the "Subrecipient"), 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: 4210 Channel 10 Drive, Las Vegas, NV 89119.

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 FY2009-2010 CDBG-funded Program known as Ready to Learn 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

SOUTHERN NEVAVDA PUBLIC TELEVISION

Thomas Axtell-Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvia 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Family Literacy Enhancement Program

1. Purpose of Services:
   To increase the school readiness and literacy levels of children 2-8 through outreach and parental i involvement.

2. Tasks to be Performed:
   Conduct literacy enhancement workshops.
   Supply families with educational resources and literacy materials.
   Increase parental use of home-based educational technologies.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Increased family literacy involvement, word knowledge, reading comprehension and writing skills.
   Raise parental literacy levels. Increase parental involvement in child education.
   Instill a joy of reading and learning within the whole family.
   Pre and post program testing.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
SPREAD THE WORD NEVADA
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and SPREAD THE WORD NEVADA (the "Subrecipient"), 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: 260 E. Desert Rose Drive, Henderson , NV 89015.

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 FY2009-2010 CDBG-funded Program known as Kids to Kids 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

SPREAD THE WORD NEVADA

Lisa Habighorst-Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk By: Vicky Darling, CMC
Acting City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Youth and family literacy program.

1. Purpose of Services:
   Increase childhood literacy, Improve elementary reading scores and assist families with English proficiency.

2. Tasks to be Performed:
   Acquire over 70,000 books for all of the students in the city of Las Vegas partner schools.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Measure improvement in reading, writing and speaking skills, using standardized tests.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services	15,000			
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
SUNRISE CHILDREN'S FOUNDATION
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and SUNRISE CHILDREN'S FOUNDATION (the "Subrecipient"), 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: 2755 E. Desert Inn Road, Suite 200, Las Vegas, NV 89121.

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 FY2009-2010 CDBG-funded Program known as HIPPY 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 Fifteen Thousand ($15,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

SUNRISE CHILDREN'S FOUNDATION

Angela Triche-President

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Home instruction for parents of preschool children.

1. Purpose of Services:
   To optimize the learning potential and school readiness of children 3-5.

2. Tasks to be Performed:
   Family outreach and assessment.
   Weekly home visits and bi-weekly group meetings with parents and children.
   Administer Peabody Picture Vocabulary Test and beginning and end of program.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Children will show an increase in school readiness and language development.

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:

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 "C" 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 "D" 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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	15,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$15,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
between the CITY OF LAS VEGAS and
MEDSCHOOL ASSOCIATES SOUTH
Public Service

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and MEDSCHOOL ASSOCIATES SOUTH (the "Subrecipient"), 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: 2040 W. Charleston, Suite 200, 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 FY2009-2010 CDBG-funded Program known as Obstetrical Services 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 Twenty Thousand ($20,000) 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 July 1, 2009, through June 30, 2010, 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 July 1st 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 exclusion 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 and subject to any conditions imposed in the Program Description, to include monthly 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

CDBG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Neighborhood Services, 10% of the funds must be expended by September 30, 50% of the funds must be expended by December 31, 75% of the funds must be expended by March 31 and 100% of the funds must be expended by June 30. 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

Oscar B. Goodman, Mayor

MEDSCHOOL ASSOCIATES SOUTH

~~Dr. E. Ezeanolue~~ Executive Director
William A. Zamboni, MD

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Taylor 6-17-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Provide Obstetrical care to HIV+ women.

1. Purpose of Services:
   Increase access to prenatal care for HIV+ women.

2. Tasks to be Performed:
   Recruit a physician to provide prenatal care.
   Outreach to find eligible clients.
   Provide adequate prenatal care services.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Number of eligible women referred to the program.
   Number of HIV+ women giving birth to a healthy baby.

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:

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 "C" 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 "D" 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

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 "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	20,000			
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL	$20,000			

Signature Date

EXHIBIT "C"

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: _____
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

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 "D"

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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 "E"
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 INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,400	☐ less than $22,350	☐ less than $35,750
☐ 2 people	☐ less than $15,300	☐ less than $25,550	☐ less than $40,900
☐ 3 people	☐ less than $17,250	☐ less than $28,750	☐ less than $46,000
☐ 4 people	☐ less than $19,150	☐ less than $31,950	☐ less than $51,100
☐ 5 people	☐ less than $20,700	☐ less than $34,500	☐ less than $55,200
☐ 6 people	☐ less than $22,200	☐ less than $37,050	☐ less than $59,300
☐ 7 people	☐ less than $23,750	☐ less than $39,600	☐ less than $63,350
☐ 8 people	☐ less than $25,300	☐ less than $42,150	☐ 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.

	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		Asian/Pacific Islander		Other Multi Racial		Hispanic

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 *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ 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.**

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
Rebuilding Together of Southern Nevada

THIS AGREEMENT, made and entered into this 18th day of March, 2009 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and Rebuilding Together of Southern Nevada, a Nevada 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 611 S. 9th Street, Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; 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, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad 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 slum or blight,
3. To meet Community Development needs having a particular urgency;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2009/2010 CDBG-funded project known as **Single Family Rehab** to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out in the attached Exhibit "A", Scope of Services Description, and incorporated herein to this Agreement (the "Project"). It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$125,000** in CDBG funds, hereinafter "CDBG Funds" or "Funds", to be allocated in accordance with the Project Budget as detailed in the attached Exhibit "B". SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT Program rendered in accordance with this Agreement from July 1, 2009 through June 30, 2010, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT Project 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 Project expenses incurred after July 1, 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).

II. CITY GENERAL CONDITIONS

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

SUBRECIPIENT acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services SUBRECIPIENT Construction/Rehabilitation Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project as described in the Agreement's Scope of Services. 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 grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested the financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. 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 Director or other designee of the Neighborhood Services Director to assure continuing eligibility for CDBG funding.

C. INDEMNIFICATION

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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 any and 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 investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

Projects 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. Said 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 any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

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 Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Project are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether the financial operations of the Project 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 Project are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

1. The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of five (5) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. 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 to be retained by the City for the required period of time.

2. The SUBRECIPIENT agrees to permit the City or the City's 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 hereunder. The SUBRECIPIENT further understands and agrees that said inspection and audit would be exercised upon written notice. If the SUBRECIPIENT or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, SUBRECIPIENT agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT'S offices to inspect, audit, and retrieve the complete records. The SUBRECIPIENT further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

   a. 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.

   b. General Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

   c. Automobile Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.

   d. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverage required under this Section are in addition to, and not in lieu of, SUBRECIPIENT'S indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverage required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverage required herein.

   a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

   b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverage required under this section.

3. Insurance Rating. Each insurance company'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 SUBRECIPIENT, including the rating and financial health of each insurance company 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 (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverage required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverage may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

5. Primary Coverage. SUBRECIPIENT'S insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

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 if he/she is paid $600 or more, 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

SUBRECIPIENT may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved by both the SUBRECIPIENT and the Las Vegas City Council (and executed by the Mayor) if funding amounts over $24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize CDBG funding to the City.

J. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, SUBRECIPIENT warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of SUBRECIPIENT, as well as all persons and entities holding more than 1% interest in SUBRECIPIENT or any principal of SUBRECIPIENT. Throughout the term hereof, SUBRECIPIENT shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

III. 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

SUBRECIPIENT will comply with this section, which prohibits the use of 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.

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 Project 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.

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that 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

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project provided that written notification is given to the Neighborhood Services Director and that

the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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**
   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**
   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. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTIONS 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 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 and Copeland Act also apply. 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.

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 ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606**
SUBRECIPIENT shall assure it has 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. In addition, SUBRECIPIENT understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.

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. The City of Las Vegas Neighborhood Services Department, Neighborhood Development Division staff will provide Lead-Based Paint testing, clearance tests and Risk Assessments when required for CDBG funded housing rehabilitation projects that are to be undertaken by Rebuilding Together With Christmas in April and are located within the city limits of the City of Las Vegas. All Lead-Based Paint activities shall be performed by a U. S. EPA certified Risk Assessor. If the city has no certified Risk Assessor employed by it, the City will be unable to conduct any Lead-Based Paint activities.

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 570.610**

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**

This Agreement is subject to the general rule that no person who is an employee, agent, SUBRECIPIENT, 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 13166 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 SUBRECIPIENT of CDBG funds, and in connection with public services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, 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.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation 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 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

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, 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), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over $500,000 in any federal grant funds in the fiscal year received are required to 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 CDBG Construction/Rehabilitation 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 Agreement, shall be thoroughly identified and readily accessible. Supporting backup material must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from the Subrecipient's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from 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

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires.

E. PROJECT BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "B" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. SUBRECIPIENT shall not make any changes in the Project budget. Line items may be revised if permission is requested from and approved in writing from the Neighborhood Services Department Director.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "B" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to allocate such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension deadline may be authorized in writing by the CITY Neighborhood Services Director or the Director's designee.

H. ACCOUNTING METHODS

Expenditures charged to CITY Fiscal Year indicated above, CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

SUBRECIPIENT and the CITY hereby agree to amend or otherwise revise this Agreement should HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION PROCEDURES

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43.

Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to:

1. the 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. the 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. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at the location specified in EXHIBIT "A", Item G 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

SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, 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 all SUBRECIPIENTS.

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

Rebuilding Together of Southern Nevada

Cynthia Baca, Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 6-26-09

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

1) 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 the Agreement to the SUBRECIPIENT for the purposes described as follows:

   Single Family Home Repair for owners of the homes who are 80% or below Area Median Income.

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

A. PROJECT DATA

Subrecipient will provide the 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 the Agreement utilizing Exhibit "C," 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 as delineated in Schedule "C"
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 heads-of-household 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.

B. NOTIFICATIONS

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

CITY:

Mr. Stephen K. Harsin, AICP, Director
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

SUBRECIPIENT

Cynthia Baca, Executive Director
Rebuilding Together of Southern Nevada
611 S. 9th Street
Las Vegas, NV 89101

EXHIBIT "B"
PROJECT BUDGET

Organization: Rebuilding Together of Southern Nevada
Project: Single Family Rehab
Program: Community Development Block Grant, Fiscal Year 2009/10

Project Budget*

Account	Description	Amount Authorized
991105	Single Family rehab	$125,000
	Total Amount	$125,000

EXHIBIT "C"
MONTHLY PROGRAM STATUS/CLIENT STATISTICS REPORT

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

RE: Project: _____
Represents year _____

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 Race Category	B Year To Date Client Total	C 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		
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

EXHIBIT "D"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of cancelled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency	Phone
Project	FAX:
Contact Person	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Fun
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

Exhibit "F"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

These figures are subject to annual update by HUD.

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
James Seastrand Helping Hands of North Las Vegas, Inc.

THIS AGREEMENT, made and entered into this 18th day of March, 2009 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and James Seastrand Helping Hands of North Las Vegas, Inc., a Nevada 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 3432 N. Bruce St., Suite 7, N. Las Vegas, Nv 89030.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; 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, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad 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 slum or blight,
3. To meet Community Development needs having a particular urgency;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2009/2010 CDBG-funded project known as **Home Repair** to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out in the attached Exhibit "A", Scope of Services Description, and incorporated herein to this Agreement (the "Project"). It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$10,000** in CDBG funds, hereinafter "CDBG Funds" or "Funds", to be allocated in accordance with the Project Budget as detailed in the attached Exhibit "B". SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT Program rendered in accordance with this Agreement from July 1, 2009 through June 30, 2010, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT Project 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 Project expenses incurred after July 1, 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).

II. CITY GENERAL CONDITIONS

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

SUBRECIPIENT acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the Neighborhood Services SUBRECIPIENT Construction/Rehabilitation Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project as described in the Agreement's Scope of Services. 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 grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested the financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. 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 Director or other designee of the Neighborhood Services Director to assure continuing eligibility for CDBG funding.

C. INDEMNIFICATION

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments 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 any and 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 investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

Projects 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. Said 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 any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

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 Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Project are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether the financial operations of the Project 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 Project are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

1. The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of five (5) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. 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 to be retained by the City for the required period of time.

2. The SUBRECIPIENT agrees to permit the City or the City's 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 hereunder. The SUBRECIPIENT further understands and agrees that said inspection and audit would be exercised upon written notice. If the SUBRECIPIENT or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, SUBRECIPIENT agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT'S offices to inspect, audit, and retrieve the complete records. The SUBRECIPIENT further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

   a. 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.

   b. General Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

   c. Automobile Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.

   d. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverage required under this Section are in addition to, and not in lieu of, SUBRECIPIENT'S indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverage required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverage required herein.

   a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

   b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverage required under this section.

3. Insurance Rating. Each insurance company'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 SUBRECIPIENT, including the rating and financial health of each insurance company 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 (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverage required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverage may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

5. Primary Coverage. SUBRECIPIENT'S insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

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 if he/she is paid $600 or more, 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

SUBRECIPIENT may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved by both the SUBRECIPIENT and the Las Vegas City Council (and executed by the Mayor) if funding amounts over $24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize CDBG funding to the City.

J. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, SUBRECIPIENT warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of SUBRECIPIENT, as well as all persons and entities holding more than 1% interest in SUBRECIPIENT or any principal of SUBRECIPIENT. Throughout the term hereof, SUBRECIPIENT shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

III. 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

SUBRECIPIENT will comply with this section, which prohibits the use of 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.

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 Project 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.

C. PROGRAM INCOME 24 CFR 570.500

SUBRECIPIENT agrees that 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

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project provided that written notification is given to the Neighborhood Services Director and that

the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS 24 CFR

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**
   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**
   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. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTIONS 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 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 and Copeland Act also apply. 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.

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 ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606**
SUBRECIPIENT shall assure it has 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. In addition, SUBRECIPIENT understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.

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. The City of Las Vegas Neighborhood Services Department, Neighborhood Development Division staff will provide Lead-Based Paint testing, clearance tests and Risk Assessments when required for CDBG funded housing rehabilitation projects that are to be undertaken by Rebuilding Together With Christmas in April and are located within the city limits of the City of Las Vegas. All Lead-Based Paint activities shall be performed by a U. S. EPA certified Risk Assessor. If the city has no certified Risk Assessor employed by it, the City will be unable to conduct any Lead-Based Paint activities.

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 570.610**

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**

This Agreement is subject to the general rule that no person who is an employee, agent, SUBRECIPIENT, 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 13166 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 SUBRECIPIENT of CDBG funds, and in connection with public services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, 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.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation 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 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

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, 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), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. 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 "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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over $500,000 in any federal grant funds in the fiscal year received are required to 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 CDBG Construction/Rehabilitation 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 Agreement, shall be thoroughly identified and readily accessible. Supporting backup material must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from the Subrecipient's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from 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

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires.

E. PROJECT BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "B" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. SUBRECIPIENT shall not make any changes in the Project budget. Line items may be revised if permission is requested from and approved in writing from the Neighborhood Services Department Director.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "B" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, 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 reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to allocate such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension deadline may be authorized in writing by the CITY Neighborhood Services Director the Director's designee.

H. ACCOUNTING METHODS

Expenditures charged to CITY Fiscal Year indicated above, CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

SUBRECIPIENT and the CITY hereby agree to amend or otherwise revise this Agreement should HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION PROCEDURES

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43.

Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to:

1. the 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. the 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. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at the location specified in EXHIBIT "A", Item G 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

SUBRECIPIENTS must notify the CITY in writing, of any of the following changes within 15 days: key staff, 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 all SUBRECIPIENTS.

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

James Seastrand helping Hands of North Las Vegas, Inc.

Joe Dabrowski, President

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: 6-26-09

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

1) 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 the Agreement to the SUBRECIPIENT for the purposes described as follows:

   Single Family Home Repair for owners of the homes who are 80% or below Area Median Income.

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

A. PROJECT DATA

Subrecipient will provide the 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 the Agreement utilizing Exhibit "C," 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 as delineated in Schedule "C"
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 heads-of-household 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.

B. NOTIFICATIONS

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

CITY:

Mr. Stephen K. Harsin, AICP, Director
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

SUBRECIPIENT

Mr. Joe Dabrowski, Executive Director
Jame Seastrand Helping Hands
3432 N. Bruce St., Suite 7
N. Las Vegas, NV 89030

EXHIBIT "B"
PROJECT BUDGET

Organization: James Seastrand Helping Hands
Project: Home Repair
Program: Community Development Block Grant, Fiscal Year 2009/10

Project Budget*

Account	Description	Amount Authorized
991105	Home Repair	$10,000
	Total Amount	$10,000

EXHIBIT "C"
MONTHLY PROGRAM STATUS/CLIENT STATISTICS REPORT

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

RE: Project: _____
Represents year _____

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 Race Category	B Year To Date Client Total	C 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		
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

EXHIBIT "D"
CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of cancelled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency	Phone
Project	FAX:
Contact Person	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Fun
Wages & Benefits				
Operating Costs				
Travel & Transportation				
Food (client)				
Employment Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

Exhibit "F"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

These figures are subject to annual update by HUD.

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	$20,700or less	$34,500	$55,200
6	$22,200or less	$37,050	$59,300
7	$23,750or less	$39,600	$63,350
8	$25,300or 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 mans 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.