HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT BETWEEN CITY OF LAS VEGAS AND Aid for AIDS of Nevada (AFAN) #1

THIS AGREEMENT is made and entered into this 1st day of July 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Aid for AIDS of Nevada (AFAN),** (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 701 Shadow Lane #170, 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 Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program(hereinafter "EMSA"); and

WHEREAS, the City has determined that the Project Sponsor's program more fully described below furthers the goals and objectives of the HOPWA Program, and therefore has been selected for funding with the HOPWA funds provided herein pursuant to the provisions of this Agreement.

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

I. SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2009-2010 HOPWA-funded program known as **AFAN Homeless Prevention Services** (the "Program"). Project Sponsor agrees to provide **Short Term Rent Mortgage Utility (STRMU assistance, Tenant Based Rental Assistance (TBRA), Supportive Services, Housing Information and Housing Resource Identification** which are eligible activities under the HOPWA 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 **$611,963** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description.

II. TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2009, through June 30, 2010. Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide

payment for expenses of the Program if the HOPWA funds are not allocated or received for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Project Sponsor 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 Program services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, 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 HOPWA Funding.

C. INDEMNIFICATION

The Project Sponsor 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 any 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. Project Sponsor'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 Project Sponsor 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 HOPWA 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 federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Project Sponsor 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 Project Sponsor goes out of existence, the Project Sponsor 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 Project Sponsor agrees to permit the City or the its designated representative(s) 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 there from any information that the City desires concerning operation of the Program. The Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to the Project Sponsor. If the records or books are not located within Clark County, Nevada, The Project Sponsor agrees to deliver the records or books or have the records or books delivered 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 Project Sponsor are incomplete, the Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Project Sponsor's offices to inspect and audit, as deemed necessary, all of the 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 Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance policies:

(i) Industrial/Workers' Compensation Insurance protecting the Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, and errors and omissions coverage) with respect to the Project Sponsor's officers, employees, 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, its officers and employees, shall be named as additional insured parties under the Comprehensive General Liability Insurance Policy and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and endorsements for such 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 Project Sponsor, 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 the Project Sponsor commences any performance hereunder, whichever is earliest. The Project Sponsor shall maintain coverage for the duration of this Agreement. The Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Project Sponsor and/or the 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.

If the Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Project Sponsor.

G. IRS REGULATIONS

The Project Sponsor 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 Project Sponsor 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. THIRD PARTY CONTRACTS

The Project Sponsor 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 the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval 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 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT(CHAPTER 15, TITLE5, 8 US CODE)

The Project Sponsor agrees not to use the HOPWA funding 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 Project Sponsor 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 PART 84)

"Program Income" 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 HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

The Project Sponsor 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 the Project Sponsor provided that written notification is given to the Neighborhood Services Director and that the Project Sponsor certifies that the Program 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.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations, except that the Project Sponsor will not assume the City's environmental responsibilities. The Project Sponsor understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

   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 Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**

   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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**

   The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**

The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

The Project Sponsor 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.

8. **LEAD-BASED PAINT (24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

The Project Sponsor 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. Project Sponsor's 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" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

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 the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA

activities assisted pursuant to 24 CFR 574.625, or who is 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **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, Project Sponsors, 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 of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, the Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

The Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, the Project Sponsor agrees to comply fully with Title I of 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 Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

The Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 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 Project Sponsors 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 Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor 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 HOPWA Program 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 bank statement in addition to a paid bill, invoice or receipt. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Project Sponsor 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, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program Budget, Exhibit "B" of the Agreement, and subject to any conditions imposed in the Program Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the City for Program costs. The Project Sponsor shall not make any changes in the Program Budget, Exhibit 'B" of the Agreement, unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such invoice, the City will review the invoice to 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 HOPWA-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 Description, Exhibit "A", of the Agreement.

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA grant are included in the agreement: a minimum of ten percent (10%) ten percent must be expended by September 30th; (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. Agencies that do not follow these guidelines may have the difference between expected expenditures and spent funds reallocated. In addition, agencies that fail to utilize all funds during the fiscal year may have funds removed from any future HOWPA funding allocation.

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 Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th.

The Project Sponsor may provide the City with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the Department of Neighborhood Services Director or designee. The City reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Each expenditure charged to City or paid with HOPWA Funds will be accounted for separately from all other revenue sources of the Project Sponsor. These records shall be maintained by Project Sponsor.

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 that has a unit acquisition cost of $5,000 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. Project Sponsor 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 Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., 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 Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, Project Sponsor must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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 Project Sponsor 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. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program as outlined in the Program Description must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both the Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) 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 HOPWA Program funding to the City.

C. TERMINATION

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and 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 HOPWA 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.

D. 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.

E. NOTIFICATION OF AGENCY CHANGES

The Project Sponsor 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 Project Sponsor.

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

CITY OF LAS VEGAS Aid for AIDS of Nevada (AFAN)

Oscar B. Goodman, Mayor

Jennifer Morss, Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009 – Item #53

APPROVED AS TO FORM: Robert S. Sloan 6-12-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Services to be provided.

1. Purpose of Services:
   Provide short-term mortgage/rental/utility asssistance and supportive services to clients with HIV/AIDS and their families to prevent homelessness and assist with stable housing.
2. Tasks to be Performed:
   Services will be proved through the STRMU program, Supporitve Services, Housing Information Services/Resource Identification programs and the Parent N Me TBRA program. Clients will be provided with case management, food vouchers, bus passes, birth certificates, identification, and other types of supportive services, in addition to rental and utility assistance, information and referrals.
3. Level of Service to be Provided and Measurable Goals for Grant period:
   Short-term mortgage/rental/utility assistance, supportive services, housing assistance and long term housing to approximatley 1,500 persons annually who are pending Social Security Disability and/or Supplemental Security Income. per the Goals and Objectives Form (Exhibit E)

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to Project Sponsor for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients, families, and other persons served including: monthly number and year to date number. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance)

2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.

3) Statement of Program 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 no later than the 10th of the month following the reporting period. 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 Project Sponsor 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 Project Sponsor 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.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Aid for AIDS of Nevada (AFAN) #1 – AFAN Homeless Prevention Services

Aid for AIDS of Nevada (AFAN) services will be provided in accordance with the following budget:

City Council Recommendation: $611,963

HOPWA Eligible Activity	Budgeted Amount	Proposed # of Clients to be served
Supportive Services*	$124,126	30 clients per month (360 annually)
STRMU	$250,000	60 clients per month (720 annually)
Housing Information Services	$42,500	200 unduplicated clients per year
Resource Identification	$42,500	200 unduplicated clients per year
Tenant Based Rental Assistance	$110,000	14 single parents or pregnant women and 28 infected/affected children
Admin (7%)	$42,837	

EXHIBIT "C"

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 Housing Opportunities for Persons With AIDS (HOPWA) 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: Aid for AIDS of Nevada (AFAN) #1	Phone: 382-2326
Project: AFAN Homeless Prevention Services	FAX: 366-1609
Contact Person: Fabian Mera	E-mail: fabian@afanlv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU	$250,000			
Supportive Services	$124,126			
Housing Information Services	$42,500			
Housing Operations	$42,500			
Housing Rehab				
Tenant Based Rental Assistance	$110,000			
Administration	$42,837			
TOTAL	$611,963			

Signature Date

Exhibit "D"
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM

Name of Agency: ______________________

Period Covered: (MO/YY) – (MO/YY) **From:** ______________ **To:** ______________

Program/Activity Name: ______________________

General HUD Information

		MONTHLY	**Year To Date**
Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services with Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services Only:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Housing Information Services –	Number of Households		
TOTAL ASSISTED BY HOPWA			

Sub categories for reporting (Original Demand will be updated for each Project Sponsor)

Report on the number of clients per month who apply for services and how many receive services	Original Demand	Demand	Outputs	Need	Results
		B	C	D	E
	DO NOT CHANGE	**HIV/AIDS Clients**	**Client + Family**	**Client**	
*based on number reported on application for funding multiplied by the % ratio of requested to awarded funds	**Anticipated Number of Clients to be served***	**Applied for Assistance**	**Assisted**	**Still Waiting for assistance**	**% of clients assisted**
Housing					
STRMU					
TBRA					
Permanent Housing # of units					

Supportive Services					
Food Vouchers					
Clients referred to Services					

	Total Spent on these specific program components
STRMU Monthly Expenditures	
TBRA Monthly Expenditures	
Housing Operations Monthly Expenditures	
Food Vouchers Monthly Expenditures	

Please fax to Shawn Bolster at 382-3045 or e-mail to sbolster@lasvegasnevada.gov by the 7th of the month

Exhibit "E"
NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this program being done? Examples of outcomes include increase the percentage of individuals and their families that are living in stable housing, increase housing affordability for clients and their families, increase accessibility to affordable housing for clients and their families, etc. Include only the major program outcomes supported by the requested City funds.
Major Tasks: Outline the major tasks/activities to be conducted by this program (e.g. client outreach/assessment; housing referrals, information/referral, counseling/care coordinator, etc.
Outputs: Quantifiable products of tasks, e.g. number of clients and their families receiving rental housing assistance, number of clients and their families assisted to prevent from becoming homeless, number of clients and their families that received a housing referral or information, number of clients and their families receiving supportive services, etc.
Outcome Measurements: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the program's impact on participants be evaluated?

Outcome #1	Describe how participants will benefit and how many are expected to realize this outcome.

STRMU: AFAN's HOPWA program will serve approximately 60 individuals/families per month with housing and utility assistance. Client eligibility requirements are: proof of HIV/AIDS diagnosis; pending a short- or long-term disability pay source (i.e., Social Security, Social Security Disability and/or Veterans Affairs Benefits); currently at zero income; and in danger of homelessness. AFAN's Case Managers work with clients to develop long-term housing plans (which include utility services) extending beyond the five-month period they are eligible for HOPWA emergency assistance. Housing plans integrate all pertinent client data, including social and medical needs, with the goal of establishing overall client wellness and eventual client self-sufficiency. Once a client is approved for financial benefits, AFAN will assist their transition into long-term housing and continue to serve their ongoing needs for supportive services.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Client Assessment, Housing placement (short term and referral to Long Term), eligibility assistance, information and referrals.	Approximately 60 clients per month will receive direct housing assistance, utility assistance and supportive services.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.
Outcomes are measured by tracking clients through AFAN's *Client Track* system, the Clark County Health District's centralized case management system and utilizing the WebCim program while interfacing with the client. The system tracks the number of clients receiving financial assistance referrals and care coordination as well as other services provided by other Ryan White Title I providers. Additionally, AFAN's Client Track system provides detailed information regarding client services, client demographics, and referrals to collaborating agencies. On a monthly basis, AFAN's Case Managers evaluate the client's current pending status for short- or long-term benefits and other pertinent information. Once clients are approved for financial benefits, the Housing Coordinator reviews housing programs with the clients and makes appropriate referrals. Housing plans are tailored to each client, and serve as a tool to address social, medical and financial needs, with the goal of client self-sufficiency. All plans address long-term stable housing needs. Referrals to housing programs that are available to the general public are utilized as well, in an effort to encourage self-sufficiency. (See attachment A for Housing Plan)

Outcome #2	Describe how participants will benefit and how many are expected to realize this outcome.
Supportive Services: Approximately 30 clients per month will receive supportive services to establish necessary eligibility documentation including but not limited to: Nevada Identification, birth certificates, immigration documentation, Sheriff cards, and health cards. These are a requirement for accessing HOPWA, emergency utility assistance, and other supportive services, as well as United States job eligibility and placement. Supportive Services also assist clients with utility bills, accessing HIV-related medications, and other expenses relating to increased self-sufficiency. Additionally, these funds assist with move-in fees, deposits, which are not allowed under STRMU guidelines or other pay sources in Nevada.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Client assessment, assistance with necessary eligibility requirements, long-term stable housing, and referrals.	Approximately 30 clients will receive supportive services assistance, including identification assistance utility assistance, long-term placement and referrals.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome. Outcomes are measured by tracking clients through AFAN's internal *Client Track* system, while interfacing with the client. The system tracks the number of clients receiving all services from AFAN and maintains reporting capabilities based on grant source, household income/size, etc. *Client Track* is a HUD approved system with HMIS capabilities and exceeds all current reporting systems analysis. *Client Track* provides detailed information regarding client services, client demographics, referrals to any agency collaborating with AFAN as well as client outcomes. As client cases progress, AFAN maintains an integral position for the growth and development of client care through other supportive services including case management, access to our grocery center, transportation assistance, HIV education and prevention programs, nutritional counseling, and monthly food vouchers. AFAN's wide array of programs serve as an ongoing point of contact with clients and better enable us to monitor client outcomes and assist as needed.	

Outcome #3	Describe how participants will benefit and how many are expected to realize this outcome.
Housing Information Services/Resource Identification: AFAN's Case Managers are the first point of contact for clients in need of everything from emergency financial assistance to medical treatment, transportation, housing, clothing, food, and counseling. AFAN anticipates providing case management and housing information/referrals to approximately 400 unduplicated clients per year in the 2009/2010 grant funding year, as well as providing Case Management component for other HOPWA funded agencies, such as Golden Rainbow and Women's Development Center's tenant-based rental facilities. AFAN's seven (7) Case Managers—who are responsible for developing client wellness plans including long-term stable housing—evaluate current pending status and other pertinent information with clients on a monthly basis. Clients who progress from emergency/eviction to successful stable housing will be further documented in client files through case noting. Once clients are approved for services, the Case Manager meets with clients and reviews other available housing programs and makes the appropriate referrals. Once a client is approved for assistance, a housing plan is developed. The housing plan is based on client-centered counseling and uniquely tailored to each individual client. It addresses the client's specific situation, needs and goals. The housing plan is a way for the Case Manager to assess the client's needs and together they are able to develop positive outcomes and goals. The housing plans are also a way to track the client's progress in meeting their goals. All plans address long term stable housing and encourage client self-sufficiency by including referrals to housing programs that are available to the general public.	

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Client interview, assessment, eligibility determination, resource identification, housing referrals and development of short or long term secure case plans.	Approx. 400 unduplicated clients per year will Access housing services, referrals, placement financial planning, and housing identification

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

Outcomes are measured by tracking clients through AFAN's *Client Track* System. The system tracks the number of clients receiving referrals and care coordination. *Client Track* is HUD certified and has HMIS reporting capabilities. A tool used in the evaluation of client satisfaction is the Client Satisfaction Surveys that are administered and reviewed by Clark County Social Services and Aid for AIDS of Nevada. This tool is used as a guide for continual development in areas where clients report gaps in service. This tool is essential minimizing duplication of services and will satisfy all new federal reporting mandates.

Outcome #4	Describe how participants will benefit and how many are expected to realize this outcome.

***Parent-and-Me* (Supportive Services):** AFAN's HOPWA *Parent-and-Me* program will serve approximately 14 individuals, single parents or pregnant women (plus their children, which average 2 per household) with subsidized housing and utility assistance for one year. Client eligibility requirements are: proof of HIV/AIDS diagnosis; limited income or in danger of homelessness. AFAN's Case Managers will work with eligible clients to develop long-term, client-centered housing plans (which include utility services). Housing plans integrate all pertinent client data, including social and medical needs, with the goal of establishing overall client wellness and eventual client self-sufficiency. All enrolled clients must make a commitment to moving towards self-sufficiency, by agreeing to weekly meetings with an AFAN Case Manager, monthly Life-Skills Groups, donating volunteer hours to local non-profit agencies, and participating in pertinent mental health/drug addiction counseling sessions. Daycare services will be provided for the children while clients are attending groups and fulfilling their commitments. At the end of one year, successful clients will obtain permanent housing; have a long-term pay source; or benefit from increased knowledge regarding nutrition, household budgets, parenting skills, and safe/healthy behaviors; and enjoy a more stable overall living environment, while actively participating in primary healthcare.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Weekly monitoring by assigned Case Managers	14 single parents/pregnant women and 28 infected/affected
Participant attendance at monthly groups Community partnerships with medical/counseling.	children obtain new/improved life-skills which will lead to stable living environments

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

Outcomes are measured by tracking clients through AFAN's *Client Track* System. The system tracks the number of clients receiving referrals and care coordination. *Client Track* is HUD certified and has HMIS reporting capabilities. A tool used in the measurement of client satisfaction is the Client Satisfaction Surveys that are administered and reviewed by Clark County Social Services and Aid for AIDS of Nevada. This tool is used as a guide for continual development in areas that clients report gaps in service. This tool is essential in the minimizing of duplication of services and will satisfy all new federal reporting mandates. Housing plans are evaluated by a member of the case management team on a weekly basis.

<table>
<tr><td colspan="2">Outcome #5 Describe how participants will benefit and how many are expected to realize this outcome.</td></tr>
<tr><td colspan="2">Parent-and-Me (Housing): AFAN's HOPWA Tenant-Based Rental Program will serve approximately 14 individuals, families per month with housing and utility assistance. Client eligibility requirements are: proof of HIV/AIDS diagnosis; limited income; and in danger of homelessness. AFAN's Case Managers work with clients to develop long-term subsidized housing plans (which include utility services) extending beyond the five-month period of STRMU assistance. Housing plans integrate all pertinent client data, including social and medical needs, with the goal of establishing overall client wellness and eventual client self-sufficiency. Once a client is approved for financial benefits, AFAN will assist their transition into subsidized long-term housing and continue to assist with arising needs or barriers to accomplishing self-sufficiency.</td></tr>
<tr><td>Major Tasks Necessary to Realize Outcomes</td><td>Outputs Resulting from Tasks</td></tr>
<tr><td>Client Assessment, Housing placement (short and long-term), eligibility assistance, information and referrals.</td><td>Approximately 14 clients per month will receive direct housing assistance, utility assistance and supportive services.</td></tr>
<tr><td colspan="2">Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.
Outcomes are measured by tracking clients through AFAN's Client Track system, the Clark County Health District's centralized case management system and utilizing the WebCim program while interfacing with the client. The system tracks the number of clients receiving financial assistance referrals and care coordination as well as other services provided by other Ryan White Title I providers. Additionally, AFAN's Client Track system provides detailed information regarding client services, client demographics, and referrals to collaborating agencies. On a monthly basis, AFAN's Case Managers evaluate the client's current pending status for short- or long-term benefits and other pertinent information. Once clients are approved for financial benefits, the Housing Coordinator reviews housing programs with the clients and makes appropriate referrals. Housing plans are tailored to each client, and serve as a tool to address social, medical and financial needs, with the goal of client self-sufficiency. All plans address long-term stable housing needs. Referrals to housing programs that are available to the general public are utilized as well, in an effort to encourage self-sufficiency. (See attachment A for Housing Plan)</td></tr>
</table>

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT BETWEEN CITY OF LAS VEGAS AND Community Counseling Center

THIS AGREEMENT is made and entered into this 1st day of July 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Community Counseling Center,** (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 1120 Almond Tree Lane, Ste. #207, 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 Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program(hereinafter "EMSA"); and

WHEREAS, the City has determined that the Project Sponsor's program more fully described below furthers the goals and objectives of the HOPWA Program, and therefore has been selected for funding with the HOPWA funds provided herein pursuant to the provisions of this Agreement.

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

I. SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2009-2010 HOPWA-funded program known as **HIV Supportive Services** (the "Program"). The Project Sponsor agrees to provide **Mental Health and Substance Abuse Counseling** which is an activity eligible for funding under the HOPWA Program. The Program is more fully 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 **$102,770** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description.

II. TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2009, through June 30, 2010. Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated or received for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Project Sponsor 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 Program services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, 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 HOPWA Funding.

C. INDEMNIFICATION

The Project Sponsor 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 any 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. Project Sponsor'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 Project Sponsor 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 HOPWA 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 federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Project Sponsor 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 Project Sponsor goes out of existence, the Project Sponsor 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 Project Sponsor agrees to permit the City or the its designated representative(s) 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 there from any information that the City desires concerning operation of the Program. The Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to the Project Sponsor. If the records or books are not located within Clark County, Nevada, The Project Sponsor agrees to deliver the records or books or have the records or books delivered 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 Project Sponsor are incomplete, the Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Project Sponsor's offices to inspect and audit, as deemed necessary, all of the 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 Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance policies:

(i) Industrial/Workers' Compensation Insurance protecting the Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, and errors and omissions coverage) with respect to the Project Sponsor's officers, employees, 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, its officers and employees, shall be named as additional insured parties under the Comprehensive General Liability Insurance Policy and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and endorsements for such 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 Project Sponsor, 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 the Project Sponsor commences any performance hereunder, whichever is earliest. The Project Sponsor shall maintain coverage for the duration of this Agreement. The Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Project Sponsor and/or the 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.

If the Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Project Sponsor.

G. IRS REGULATIONS

The Project Sponsor 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 Project Sponsor 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. THIRD PARTY CONTRACTS

The Project Sponsor 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 the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval 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 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT(CHAPTER 15, TITLE5, 8 US CODE)

The Project Sponsor agrees not to use the HOPWA funding 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 Project Sponsor 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 PART 84)

"Program Income" 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 HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

The Project Sponsor 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 the Project Sponsor provided that written notification is given to the Neighborhood Services Director and that the Project Sponsor certifies that the Program 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.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations, except that the Project Sponsor will not assume the City's environmental responsibilities. The Project Sponsor understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

   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 Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**

   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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**

   The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**

The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

The Project Sponsor 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.

8. **LEAD-BASED PAINT (24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

The Project Sponsor 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. Project Sponsor's 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" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

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 the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA

activities assisted pursuant to 24 CFR 574.625, or who is 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **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, Project Sponsors, 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 of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, the Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

The Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") applicable to the Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, the Project Sponsor agrees to comply fully with Title I of 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 Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

The Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 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 Project Sponsors 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 Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor 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 HOPWA Program 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 bank statement in addition to a paid bill, invoice or receipt. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Project Sponsor 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, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program Budget, Exhibit "B" of the Agreement, and subject to any conditions imposed in the Program Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the City for Program costs. The Project Sponsor shall not make any changes in the Program Budget, Exhibit 'B" of the Agreement, unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such invoice, the City will review the invoice to 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 HOPWA-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 Description, Exhibit "A", of the Agreement.

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA grant are included in the agreement: a minimum of ten percent (10%) ten percent must be expended by September 30th; (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. Agencies that do not follow these guidelines may have the difference between expected expenditures and spent funds reallocated. In addition, agencies that fail to utilize all funds during the fiscal year may have funds removed from any future HOWPA funding allocation.

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 Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th.

The Project Sponsor may provide the City with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the Department of Neighborhood Services Director or designee. The City reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Each expenditure charged to City or paid with HOPWA Funds will be accounted for separately from all other revenue sources of the Project Sponsor. These records shall be maintained by Project Sponsor.

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 that has a unit acquisition cost of $5,000 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. Project Sponsor 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 Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., 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 Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, Project Sponsor must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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 Project Sponsor 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. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program as outlined in the Program Description must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both the Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) 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 HOPWA Program funding to the City.

C. TERMINATION

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and 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 HOPWA 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.

D. 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.

E. NOTIFICATION OF AGENCY CHANGES

The Project Sponsor 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 Project Sponsor.

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

Ron Lawrence, Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009 – Item #53

APPROVED AS TO FORM: Robert S. Sylvan 6-19-09

EXHIBIT "A"

PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Services to be provided.

1. Purpose of Services:
   Provide case management to dually diagnosed mentally ill, HIV clients. Program documentation to comply with NDD HOPWA Project Sponsor Program Manual.

2. Tasks to be Performed:
   Clients will be assessed and placed in the appropriate level of care to receive substance abuse and/or mental health counseling.

3. Level of Service to be Provided and Measurable Goals for Grant period:
   Provide counseling and supportive services to 200 clients with dual diagnosis of mentally ill and HIV, per the Goals and Objectives Form (Exhibit E)

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to Project Sponsor for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients, families, and other persons served including: monthly number and year to date number. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance)

2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.

3) Statement of Program 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 no later than the 10th of the month following the reporting period. 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 Project Sponsor 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 Project Sponsor 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.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Community Counseling Center – HIV Supportive Services

Community Counseling Center services will be provided in accordance with the following budget:

City Council Recommendation: $102,770

HOPWA Eligible Activity		Budgeted Amount	Proposed # of Clients to be served.
Supportive Services*		$95,576.00	200
STRMU			
Housing Information Services			
Housing Operations			
Housing Rehab			
Tenant Based Rental Assistance			
Admin (7%)		$7,194.00	

EXHIBIT "C"

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 Housing Opportunities for Persons With AIDS (HOPWA) 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: 3698700
Project: HIV Supportive Services	FAX: 3698489
Contact Person: Ron Lawrence	E-mail: ccclasvegas@earthlink.net

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Supportive Services	**$95,576**			
Housing Information Services				
Housing Operations				
Housing Rehab				
Tenant Based Rental Assistance				
Administration	**$7,194**			
TOTAL	**$102,770**			

Signature Date

Exhibit "D"
NEIGHBORHOOD SERVICES DEPARTMENT

MONTHLY HOPWA REPORTING FORM

Name of Agency: ______________________

Period Covered: (MO/YY) – (MO/YY) **From:** ____________ **To:** ____________

Program/Activity Name: ______________________

General HUD Information

		MONTHLY	Year To Date
Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services with Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services Only:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Housing Information Services –	Number of Households		
TOTAL ASSISTED BY HOPWA			

Sub categories for reporting (Original Demand will be updated for each Project Sponsor)

Report on the number of clients per month who apply for services and how many receive services	Original Demand	Demand	Outputs	Need	Results
		B	C	D	E
	DO NOT CHANGE	**HIV/AIDS Clients**	**Client + Family**	**Client**	
*based on number reported on application for funding multiplied by the % ratio of requested to awarded funds	**Anticipated Number of Clients to be served***	**Applied for Assistance**	**Assisted**	**Still Waiting for assistance**	**% of clients assisted**
Housing					
STRMU					
TBRA					
Permanent Housing # of units					

Supportive Services					
Food Vouchers					
Clients referred to Services					

	Total Spent on these specific program components
STRMU Monthly Expenditures	
TBRA Monthly Expenditures	
Housing Operations Monthly Expenditures	
Food Vouchers Monthly Expenditures	

Please fax to Shawn Bolster at 382-3045 or e-mail to sbolster@lasvegasnevada.gov by the 7[h] of the month

Exhibit "E"
PERFORMANCE MEASURES FORM

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this program being done? Examples of outcomes include increase the percentage of individuals and their families that are living in stable housing, increase housing affordability for clients and their families, increase accessibility to affordable housing for clients and their families, etc. Include only the major program outcomes supported by the requested City funds.
Major Tasks: Outline the major tasks/activities to be conducted by this program (e.g. client outreach/assessment; housing referrals, information/referral, counseling/care coordinator, etc.
Outputs: Quantifiable products of tasks, e.g. number of clients and their families receiving rental housing assistance, number of clients and their families assisted to prevent from becoming homeless, number of clients and their families that received a housing referral or information, number of clients and their families receiving supportive services, etc.
Outcome Measurements: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the program's impact on participants be evaluated?

Outcome #1 — *Describe how participants will benefit and how many are expected to realize this outcome.*

Reduction of mental health symptoms:

- Participants learning to identify the onset of depressive and anxiety symptoms
- Participants learning to understand their HIV diagnosis.
- Participants learning healthy coping mechanisms to manage their stress.
- When participants learn to adjust to their HIV diagnosis, the effects of family dysfunction will be reduced.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Clients will be assessed and placed in the appropriate level of care to receive substance abuse and/or mental health counseling.	By the end of the funding cycle, CCC will have provided therapeutic intervention to 200 new HIV cases.
Assessment & treatment	Reduction of mental health episodes. Improve mental health status. Better decision making process.
Reassessment and/or referral to additional services.	After three months of treatment, clients will be reassessed to modify or keep them in the current level of care or refer them appropriately.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

Tools:

- Utilization of Global Assessment of Functioning (GAF) from the DSM-IV-TR
- Discharge of summary acknowledges changes in mental health condition.

Methods:

- Evaluation to determine the clients difficulties in mental health and substance abuse.
- Evidence-based psychotherapy such as motivational interviewing and cognitive behavioral therapy.

Benchmarks:

- A change in the GAF will identify reduction of symptoms.
- Improvement in interpersonal relationships.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT BETWEEN CITY OF LAS VEGAS AND Golden Rainbow

THIS AGREEMENT is made and entered into this 1st day of July 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Golden Rainbow,** (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 3233 W. Charleston Ste. #108, 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 Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program(hereinafter "EMSA"); and

WHEREAS, the City has determined that the Project Sponsor's program more fully described below furthers the goals and objectives of the HOPWA Program, and therefore has been selected for funding with the HOPWA funds provided herein pursuant to the provisions of this Agreement.

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

I. SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2009-2010 HOPWA-funded program known as **Living with Aids Housing Program** (the "Program"). Project Sponsor agrees to provide **Supportive Services, Short Term Rental Utility Mortgage (STRMU) assistance and Housing Operations** which are eligible activities under the HOPWA 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 **$50,000** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description.

II. TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2009, through June 30, 2010. Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide

payment for expenses of the Program if the HOPWA funds are not allocated or received for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Project Sponsor 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 Program services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, 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 HOPWA Funding.

C. INDEMNIFICATION

The Project Sponsor 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 any 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. Project Sponsor'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 Project Sponsor 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 HOPWA 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 federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Project Sponsor 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 Project Sponsor goes out of existence, the Project Sponsor 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 Project Sponsor agrees to permit the City or the its designated representative(s) 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 there from any information that the City desires concerning operation of the Program. The Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to the Project Sponsor. If the records or books are not located within Clark County, Nevada, The Project Sponsor agrees to deliver the records or books or have the records or books delivered 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 Project Sponsor are incomplete, the Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Project Sponsor's offices to inspect and audit, as deemed necessary, all of the 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 Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance policies:

(i) Industrial/Workers' Compensation Insurance protecting the Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, and errors and omissions coverage) with respect to the Project Sponsor's officers, employees, 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, its officers and employees, shall be named as additional insured parties under the Comprehensive General Liability Insurance Policy and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and endorsements for such 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 Project Sponsor, 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 the Project Sponsor commences any performance hereunder, whichever is earliest. The Project Sponsor shall maintain coverage for the duration of this Agreement. The Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Project Sponsor and/or the 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.

If the Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Project Sponsor.

G. IRS REGULATIONS

The Project Sponsor 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 Project Sponsor 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. THIRD PARTY CONTRACTS

The Project Sponsor 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 the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval 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 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT(CHAPTER 15, TITLE5, 8 US CODE)

The Project Sponsor agrees not to use the HOPWA funding 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 Project Sponsor 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 PART 84)

"Program Income" 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 HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

The Project Sponsor 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 the Project Sponsor provided that written notification is given to the Neighborhood Services Director and that the Project Sponsor certifies that the Program 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.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations, except that the Project Sponsor will not assume the City's environmental responsibilities. The Project Sponsor understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

   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 Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**

   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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**

   The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**
The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**
The Project Sponsor 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.

8. **LEAD-BASED PAINT (24 CFR 574.635)**
This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**
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.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**
The Project Sponsor 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. Project Sponsor's 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" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**
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 the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA

activities assisted pursuant to 24 CFR 574.625, or who is 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **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, Project Sponsors, 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 of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, the Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

The Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, the Project Sponsor agrees to comply fully with Title I of 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 Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

The Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 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 Project Sponsors 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 Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor 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 HOPWA Program 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 bank statement in addition to a paid bill, invoice or receipt. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Project Sponsor 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, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program Budget, Exhibit "B" of the Agreement, and subject to any conditions imposed in the Program Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the City for Program costs. The Project Sponsor shall not make any changes in the Program Budget, Exhibit 'B" of the Agreement, unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such invoice, the City will review the invoice to 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 HOPWA-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 Description, Exhibit "A", of the Agreement.

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA grant are included in the agreement: a minimum of ten percent (10%) ten percent must be expended by September 30th; (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. Agencies that do not follow these guidelines may have the difference between expected expenditures and spent funds reallocated. In addition, agencies that fail to utilize all funds during the fiscal year may have funds removed from any future HOWPA funding allocation.

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 Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th.

The Project Sponsor may provide the City with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the Department of Neighborhood Services Director or designee. The City reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Each expenditure charged to City or paid with HOPWA Funds will be accounted for separately from all other revenue sources of the Project Sponsor. These records shall be maintained by Project Sponsor.

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 that has a unit acquisition cost of $5,000 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. Project Sponsor 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 Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., 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 Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, Project Sponsor must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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 Project Sponsor 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. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program as outlined in the Program Description must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both the Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) 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 HOPWA Program funding to the City.

C. TERMINATION

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and 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 HOPWA 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.

D. 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.

E. NOTIFICATION OF AGENCY CHANGES

The Project Sponsor 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 Project Sponsor.

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

CITY OF LAS VEGAS	Golden Rainbow
Oscar B. Goodman, Mayor	Léa Clayville, Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009 – Item #53

APPROVED AS TO FORM: Robert S. Sylvain 6-19-09

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Services to be provided.

1. Purpose of Services:
   The primary purpose of Golden Rainbow's Direct Financial Assistance Program is to provide a safety net for those individuals and families living with HIV/AIDS. Agency will provide supportive services, rental and utility assistance. Program documentation to comply with NDD HOPWA Project Sponsor Program Manual.

2. Tasks to be Performed:
   Clients will receive case management, supportive services, rental and utility assistance to prevent homelessness.

3. Level of Service to be Provided and Measurable Goals for Grant period:
   Provide Short-term rental, mortgage and utility assistance, housing operations, and supportive services to 196 HIV clients per the Goals and Objectives Form (Exhibit E)

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to Project Sponsor for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients, families, and other persons served including: monthly number and year to date number. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance)

2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.

3) Statement of Program 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 no later than the 10th of the month following the reporting period. 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 Project Sponsor 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 Project Sponsor 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.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Golden Rainbow – Living with Aids Housing Program

Golden Rainbow services will be provided in accordance with the following budget:

City Council Recommendation: $50,000

HOPWA Eligible Activity	Budgeted Amount	Proposed # of Clients to be served.
Supportive Services*	$3,070	61
STRMU	$12,000	30
Housing Information Services		
Housing Operations	$32,620	21
Housing Rehab		
Tenant Based Rental Assistance		
Admin (7%)	$2,310	0

EXHIBIT "C"

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 Housing Opportunities for Persons With AIDS (HOPWA) 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: Golden Rainbow	Phone: 3842899
Project: Living with Aids Housing Program	FAX: 3843914
Contact Person: Lea Clayville	E-mail: lclayville@goldenrainbow.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU	**$12,000**			
Supportive Services	**$3,070**			
Housing Information Services				
Housing Operations	**$32,620**			
Housing Rehab				
Tenant Based Rental Assistance				
Administration	**$2,310**			
TOTAL	**$50,000**			

Signature Date

Exhibit "D"
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM

Name of Agency: ______________________________

Period Covered: (MO/YY) – (MO/YY) From: ______________ To: ______________

Program/Activity Name: ______________________________

General HUD Information

		MONTHLY	Year To Date
Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services with Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services Only:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Housing Information Services –	Number of Households		
TOTAL ASSISTED BY HOPWA			

Sub categories for reporting (Original Demand will be updated for each Project Sponsor)

Report on the number of clients per month who apply for services and how many receive services	Original Demand	Demand	Outputs	Need	Results
		B	C	D	E
	DO NOT CHANGE	**HIV/AIDS Clients**	**Client + Family**	**Client**	
*based on number reported on application for funding multiplied by the % ratio of requested to awarded funds	**Anticipated Number of Clients to be served***	**Applied for Assistance**	**Assisted**	**Still Waiting for assistance**	**% of clients assisted**
Housing					
STRMU					
TBRA					
Permanent Housing # of units					

Supportive Services					
Food Vouchers					
Clients referred to Services					

	Total Spent on these specific program components
STRMU Monthly Expenditures	
TBRA Monthly Expenditures	
Housing Operations Monthly Expenditures	
Food Vouchers Monthly Expenditures	

Please fax to Shawn Bolster at 382-3045 or e-mail to sbolster@lasvegasnevada.gov by the 7h of the month

Exhibit "E"
NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this program being done? Examples of outcomes include increase the percentage of individuals and their families that are living in stable housing, increase housing affordability for clients and their families, increase accessibility to affordable housing for clients and their families, etc. Include only the major program outcomes supported by the requested City funds.
Major Tasks: Outline the major tasks/activities to be conducted by this program (e.g. client outreach/assessment; housing referrals, information/referral, counseling/care coordinator, etc.
Outputs: Quantifiable products of tasks, e.g. number of clients and their families receiving rental housing assistance, number of clients and their families assisted to prevent from becoming homeless, number of clients and their families that received a housing referral or information, number of clients and their families receiving supportive services, etc.
Outcome Measurements: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the program's impact on participants be evaluated?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*

The primary purpose of Golden Rainbow's Direct Financial Assistance Program is to provide a safety net for those individuals and families living with HIV/AIDS. Individuals often become part of the Golden Rainbow/HIV continuum of care when other agencies' rationed monthly funds have been depleted. Some situations require immediate financial assistance [less than 24 hour turn around] and other agencies are unable to provide relief as quickly as it is required, or the request is not approved under the agency's eligibility criteria. Under most circumstances, Golden Rainbow can provide financial assistance within 24 hours of receipt of request.

It is our goal to provide prompt and responsive assistance to at least 196 impacted individuals for the FY09/10 grant year. Golden Rainbow's Direct Financial Assistance Program assists with emergency short-term needs and limited assistance for eligible clients in order to provide and maintain an adequate living environment, including support for medical care. Financial assistance is available to prevent eviction, termination of utility services and to cover essential medical costs, e.g. co-pay, medications not paid by insurance.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Receive referrals from all AIDS Service Organizations	Golden Rainbow in the next 12 months will assist with CLV HOPWA • 30 clients with short term housing and utilities • 21 clients with permanent housing • 61 clients with supportive services A total of 112 clients and 84 family members will have been assisted through our Emergency Financial Assistance Program.
Maintaining effective communications between all AIDS Service Organizations	Golden Rainbow's staff participates in the Clark County Coalition of HIV/AIDS Service Providers, and in monthly Nurse Case Management meetings.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

The program is evaluated using Client Satisfaction Surveys to ensure we are meeting the needs of our clients and providing effective services. Golden Rainbow continually collaborates with various Community-Based Organizations to clarify program services, avoid duplication and provide the most effective and efficient services possible.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
AGREEMENT BETWEEN CITY OF LAS VEGAS AND
HELP of Southern Nevada

THIS AGREEMENT is made and entered into this 1st day of July 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **HELP of Southern Nevada,** (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 1640 E. Flamingo Ste. 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 Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program(hereinafter "EMSA"); and

WHEREAS, the City has determined that the Project Sponsor's program more fully described below furthers the goals and objectives of the HOPWA Program, and therefore has been selected for funding with the HOPWA funds provided herein pursuant to the provisions of this Agreement.

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

I. SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2009-2010 HOPWA-funded program known as **HOPWA Food Vouchers** (the "Program"). Project Sponsor agrees to provide **Supportive Services** which are eligible activities under the HOPWA 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 **$143,707** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description.

II. TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2009, through June 30, 2010. Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide

payment for expenses of the Program if the HOPWA funds are not allocated or received for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Project Sponsor 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 Program services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, 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 HOPWA Funding.

C. INDEMNIFICATION

The Project Sponsor 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 any 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. Project Sponsor'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 Project Sponsor 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 HOPWA 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 federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Project Sponsor 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 Project Sponsor goes out of existence, the Project Sponsor 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 Project Sponsor agrees to permit the City or the its designated representative(s) 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 there from any information that the City desires concerning operation of the Program. The Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to the Project Sponsor. If the records or books are not located within Clark County, Nevada, The Project Sponsor agrees to deliver the records or books or have the records or books delivered 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 Project Sponsor are incomplete, the Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Project Sponsor's offices to inspect and audit, as deemed necessary, all of the 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 Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance policies:

(i) Industrial/Workers' Compensation Insurance protecting the Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, and errors and omissions coverage) with respect to the Project Sponsor's officers, employees, 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, its officers and employees, shall be named as additional insured parties under the Comprehensive General Liability Insurance Policy and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and endorsements for such 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 Project Sponsor, 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 the Project Sponsor commences any performance hereunder, whichever is earliest. The Project Sponsor shall maintain coverage for the duration of this Agreement. The Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Project Sponsor and/or the 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.

If the Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Project Sponsor.

G. IRS REGULATIONS

The Project Sponsor 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 Project Sponsor 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. THIRD PARTY CONTRACTS

The Project Sponsor 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 the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval 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 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT(CHAPTER 15, TITLE5, 8 US CODE)

The Project Sponsor agrees not to use the HOPWA funding 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 Project Sponsor 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 PART 84)

"Program Income" 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 HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

The Project Sponsor 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 the Project Sponsor provided that written notification is given to the Neighborhood Services Director and that the Project Sponsor certifies that the Program 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.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations, except that the Project Sponsor will not assume the City's environmental responsibilities. The Project Sponsor understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

   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 Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**

   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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**

   The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**

The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

The Project Sponsor 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.

8. **LEAD-BASED PAINT (24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

The Project Sponsor 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. Project Sponsor's 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" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

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 the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA

activities assisted pursuant to 24 CFR 574.625, or who is 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **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, Project Sponsors, 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 of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, the Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

The Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, the Project Sponsor agrees to comply fully with Title I of 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 Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

The Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 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 Project Sponsors 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 Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor 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 HOPWA Program 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 bank statement in addition to a paid bill, invoice or receipt. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Project Sponsor 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, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program Budget, Exhibit "B" of the Agreement, and subject to any conditions imposed in the Program Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the City for Program costs. The Project Sponsor shall not make any changes in the Program Budget, Exhibit 'B" of the Agreement, unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such invoice, the City will review the invoice to 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 HOPWA-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 Description, Exhibit "A", of the Agreement.

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA grant are included in the agreement: a minimum of ten percent (10%) ten percent must be expended by September 30th; (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. Agencies that do not follow these guidelines may have the difference between expected expenditures and spent funds reallocated. In addition, agencies that fail to utilize all funds during the fiscal year may have funds removed from any future HOWPA funding allocation.

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 Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th.

The Project Sponsor may provide the City with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the Department of Neighborhood Services Director or designee. The City reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Each expenditure charged to City or paid with HOPWA Funds will be accounted for separately from all other revenue sources of the Project Sponsor. These records shall be maintained by Project Sponsor.

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 that has a unit acquisition cost of $5,000 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. Project Sponsor 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 Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., 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 Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, Project Sponsor must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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 Project Sponsor 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. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program as outlined in the Program Description must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both the Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) 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 HOPWA Program funding to the City.

C. TERMINATION

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and 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 HOPWA 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.

D. 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.

E. NOTIFICATION OF AGENCY CHANGES

The Project Sponsor 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 Project Sponsor.

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 D'Antonio, Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009 – Item #53
July 1, 2009 - Item #25

APPROVED AS TO FORM: Robert S. Sylvain 6-19-09

EXHIBIT "A"

PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Services to be provided.

1. Purpose of Services:
   Provide food, bus, and cab vouchers and case management to HIV/AIDS clients.

2. Tasks to be Performed:
   Clients will be provided case management, transportation and food vouchers to assist clients from becoming homeless and to ecourage healthy eating habits for recovery.

3. Level of Service to be Provided and Measurable Goals for Grant period:
   Food and transportation vouchers and supportive services for 220 HIV/AIDS clients an their family members (approx. 230) for a total of 550, per the Goals and Objectives Form (Exhibit E)

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to Project Sponsor for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients, families, and other persons served including: monthly number and year to date number. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance)

2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.

3) Statement of Program 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 no later than the 10th of the month following the reporting period. 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 Project Sponsor 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 Project Sponsor 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.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

HELP of Southern Nevada – HOPWA Food Vouchers

HELP of Southern Nevada services will be provided in accordance with the following budget:

City Council Recommendation: $143,707

HOPWA Eligible Activity		Budgeted Amount
Supportive Services		$133,648
STRMU		
Housing Information Services		
Housing Operations		
Housing Rehab		
Tenant Based Rental Assistance		
Admin (7%)		$10,059

EXHIBIT "C"

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 Housing Opportunities for Persons With AIDS (HOPWA) 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: 3694357
Project: HOPWA Food Vouchers	FAX: 3690247
Contact Person: Terrie D'Antonio	E-mail: tdantonio@helpsonv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Supportive Services	**$133,648**			
Housing Information Services				
Housing Operations				
Housing Rehab				
Tenant Based Rental Assistance				
Administration	**$10,059**			
TOTAL	**$143,707**			

Signature Date

Exhibit "D"
NEIGHBORHOOD SERVICES DEPARTMENT

MONTHLY HOPWA REPORTING FORM

Name of Agency: ____________________

Period Covered: (MO/YY) – (MO/YY) **From:** __________ **To:** __________

Program/Activity Name: ____________________

General HUD Information

		MONTHLY	Year To Date
Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services with Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services Only:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Housing Information Services –	Number of Households		
TOTAL ASSISTED BY HOPWA			

Sub categories for reporting (Original Demand will be updated for each Project Sponsor)

Report on the number of clients per month who apply for services and how many receive services	Original Demand	Demand	Outputs	Need	Results
		B	C	D	E
	DO NOT CHANGE	**HIV/AIDS Clients**	**Client + Family**	**Client**	
*based on number reported on application for funding multiplied by the % ratio of requested to awarded funds	**Anticipated Number of Clients to be served***	**Applied for Assistance**	**Assisted**	**Still Waiting for assistance**	**% of clients assisted**
Housing					
STRMU					
TBRA					
Permanent Housing # of units					

Supportive Services					
Food Vouchers					
Clients referred to Services					

	Total Spent on these specific program components	
STRMU Monthly Expenditures		
TBRA Monthly Expenditures		
Housing Operations Monthly Expenditures		
Food Vouchers Monthly Expenditures		

Please fax to Shawn Bolster at 382-3045 or e-mail to sbolster@lasvegasnevada.gov by the 7th of the month

Exhibit "E"
NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this program being done? Examples of outcomes include increase the percentage of individuals and their families that are living in stable housing, increase housing affordability for clients and their families, increase accessibility to affordable housing for clients and their families, etc. Include only the major program outcomes supported by the requested City funds.
Major Tasks: Outline the major tasks/activities to be conducted by this program (e.g. client outreach/assessment; housing referrals, information/referral, counseling/care coordinator, etc.
Outputs: Quantifiable products of tasks, e.g. number of clients and their families receiving rental housing assistance, number of clients and their families assisted to prevent from becoming homeless, number of clients and their families that received a housing referral or information, number of clients and their families receiving supportive services, etc.
Outcome Measurements: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the program's impact on participants be evaluated?

Outcome #1	Describe how participants will benefit and how many are expected to realize this outcome.
Will provide 220 unduplicated head of households with an average of 2.5 per family that meet HOPWA guidelines with food vouchers. The food vouchers will allow the consumer to purchase needed food from a grocery store. Vouchers will be distributed every 3 months to eligible consumers.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Will purchase food vouchers and bus passes and distribute them to consumers with HIV/AIDS	Clients and their eligible family members will be able to purchase and eat food encouraging healthy eating habits that will assist them in their recovery.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.	
Accounting record of purchased vouchers and notation in client record with client signature verifying distribution of vouchers. All client data will be tracked through our comprehensive HMIS compatible database tracking the number of times a client has applied for services and their case management plan.	

Outcome #2	Describe how participants will benefit and how many are expected to realize this outcome.
Partner with other HIV/AIDS service providers to assure that each consumer is receiving all services that may be available to them and their family members.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Continue to meet with other service providers and hold joint meetings regarding services available to this population.	Hold a minimum of two joint meeting with providers and keep abstract of the services available.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.	
Outcomes will be measured by tracking the number of referrals we receive from other agencies and service providers and by tracking HELP of Southern Nevada referrals. This is done through HMIS data base.	

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
AGREEMENT BETWEEN CITY OF LAS VEGAS AND
Nevada Association of Latin Americans (NALA)

THIS AGREEMENT is made and entered into this 1st day of July 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Nevada Association of Latin Americans (NALA),** (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 323 N Maryland Pkwy, 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 Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program(hereinafter "EMSA"); and

WHEREAS, the City has determined that the Project Sponsor's program more fully described below furthers the goals and objectives of the HOPWA Program, and therefore has been selected for funding with the HOPWA funds provided herein pursuant to the provisions of this Agreement.

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

I. SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2009-2010 HOPWA-funded program known as **HOPWA Housing and Supportive Services** (the "Program"). Project Sponsor agrees to provide **Supportive Services and Short Term Rental Mortgage Utility (STRMU),** which are eligible activities under the HOPWA 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 **$50,000** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description.

II. TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2009, through June 30, 2010. Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated or received for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Project Sponsor 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 Program services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, 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 HOPWA Funding.

C. INDEMNIFICATION

The Project Sponsor 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 any 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. Project Sponsor'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 Project Sponsor 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 HOPWA 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 federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Project Sponsor 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 Project Sponsor goes out of existence, the Project Sponsor 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 Project Sponsor agrees to permit the City or the its designated representative(s) 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 there from any information that the City desires concerning operation of the Program. The Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to the Project Sponsor. If the records or books are not located within Clark County, Nevada, The Project Sponsor agrees to deliver the records or books or have the records or books delivered 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 Project Sponsor are incomplete, the Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Project Sponsor's offices to inspect and audit, as deemed necessary, all of the 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 Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance policies:

(i) Industrial/Workers' Compensation Insurance protecting the Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, and errors and omissions coverage) with respect to the Project Sponsor's officers, employees, 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, its officers and employees, shall be named as additional insured parties under the Comprehensive General Liability Insurance Policy and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and endorsements for such 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 Project Sponsor, 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 the Project Sponsor commences any performance hereunder, whichever is earliest. The Project Sponsor shall maintain coverage for the duration of this Agreement. The Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Project Sponsor and/or the 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.

If the Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Project Sponsor.

G. IRS REGULATIONS

The Project Sponsor 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 Project Sponsor 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. THIRD PARTY CONTRACTS

The Project Sponsor 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 the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval 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 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT(CHAPTER 15, TITLE5, 8 US CODE)

The Project Sponsor agrees not to use the HOPWA funding 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 Project Sponsor 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 PART 84)

"Program Income" 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 HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

The Project Sponsor 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 the Project Sponsor provided that written notification is given to the Neighborhood Services Director and that the Project Sponsor certifies that the Program 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.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations, except that the Project Sponsor will not assume the City's environmental responsibilities. The Project Sponsor understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

   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 Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**

   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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**

   The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**

The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

The Project Sponsor 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.

8. **LEAD-BASED PAINT (24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

The Project Sponsor 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. Project Sponsor's 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" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

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 the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA

activities assisted pursuant to 24 CFR 574.625, or who is 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **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, Project Sponsors, 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 of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, the Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

The Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, the Project Sponsor agrees to comply fully with Title I of 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 Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

The Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 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 Project Sponsors 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 Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor 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 HOPWA Program 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 bank statement in addition to a paid bill, invoice or receipt. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Project Sponsor 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, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program Budget, Exhibit "B" of the Agreement, and subject to any conditions imposed in the Program Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the City for Program costs. The Project Sponsor shall not make any changes in the Program Budget, Exhibit 'B" of the Agreement, unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such invoice, the City will review the invoice to 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 HOPWA-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 Description, Exhibit "A", of the Agreement.

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA grant are included in the agreement: a minimum of ten percent (10%) ten percent must be expended by September 30th; (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. Agencies that do not follow these guidelines may have the difference between expected expenditures and spent funds reallocated. In addition, agencies that fail to utilize all funds during the fiscal year may have funds removed from any future HOWPA funding allocation.

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 Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th.

The Project Sponsor may provide the City with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the Department of Neighborhood Services Director or designee. The City reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Each expenditure charged to City or paid with HOPWA Funds will be accounted for separately from all other revenue sources of the Project Sponsor. These records shall be maintained by Project Sponsor.

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 that has a unit acquisition cost of $5,000 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. Project Sponsor 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 Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., 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 Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, Project Sponsor must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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 Project Sponsor 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. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program as outlined in the Program Description must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both the Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) 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 HOPWA Program funding to the City.

C. TERMINATION

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and 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 HOPWA 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.

D. 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.

E. NOTIFICATION OF AGENCY CHANGES

The Project Sponsor 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 Project Sponsor.

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 Association of Latin Americans (NALA)

Teresa De La Torre, Executive Director

Attest:

Beverly K. Bridges, CMC, City Clerk,

Council Action March 18, 2009 – Item #53

APPROVED AS TO FORM: Robert S. Sylvain 6-29-09

EXHIBIT "A"

PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Services to be provided.

1. Purpose of Services:
   Assist clients with HIV/AIDS and their families with housing and supportive services. Program documentation to comply with NDD HOPWA Project Sponsor Program Manual to prevent homelessness.

2. Tasks to be Performed:
   Provide Short Term Rental Mortgage and Utility assistance, case management and Supportive Services to clients with HIV/AIDS.

3. Level of Service to be Provided and Measurable Goals for Grant period:
   Provide short-term rental, mortgage, and utility assistance and supportive services to 168 clients with HIV/AIDS and their families. per the Goals and Objectives Form (Exhibit E)

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to Project Sponsor for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients, families, and other persons served including: monthly number and year to date number. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance)

2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.

3) Statement of Program 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 no later than the 10th of the month following the reporting period. 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 Project Sponsor 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 Project Sponsor 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.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Nevada Association of Latin Americans (NALA) – HOPWA Housing and Supportive Services

Nevada Association of Latin Americans (NALA) services will be provided in accordance with the following budget:

City Council Recommendation: $50,000

HOPWA Eligible Activity	Budgeted Amount
Supportive Services	$21,000
STRMU	$25,000
Housing Information Services	
Housing Operations	
Housing Rehab	
Tenant Based Rental Assistance	
Admin (7%)	$3,500

EXHIBIT "C"

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 Housing Opportunities for Persons With AIDS (HOPWA) 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: Nevada Association of Latin Americans (NALA)	Phone: 3826252
Project: HOPWA Housing and Supportive Services	FAX: 3837021
Contact Person: Teresa De La Torre	E-mail: terinala323@hotmail.com

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU	$25,000			
Supportive Services	$21,000			
Housing Information Services				
Housing Operations				
Housing Rehab				
Tenant Based Rental Assistance				
Administration	$3,500			
TOTAL	$50,000			

Signature Date

Exhibit "D"
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM

Name of Agency: ____________________

Period Covered: (MO/YY) – (MO/YY) **From:** __________ **To:** __________

Program/Activity Name: ____________________

General HUD Information

		MONTHLY	Year To Date
Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services with Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services Only:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Housing Information Services –	Number of Households		
TOTAL ASSISTED BY HOPWA			

Sub categories for reporting (Original Demand will be updated for each Project Sponsor)

Report on the number of clients per month who apply for services and how many receive services	Original Demand	Demand	Outputs	Need	Results
		B	C	D	E
	DO NOT CHANGE	**HIV/AIDS Clients**	**Client + Family**	**Client**	
*based on number reported on application for funding multiplied by the % ratio of requested to awarded funds	**Anticipated Number of Clients to be served***	**Applied for Assistance**	**Assisted**	**Still Waiting for assistance**	**% of clients assisted**
Housing					
STRMU					
TBRA					
Permanent Housing # of units					

Supportive Services					
Food Vouchers					
Clients referred to Services					

	Total Spent on these specific program components
STRMU Monthly Expenditures	
TBRA Monthly Expenditures	
Housing Operations Monthly Expenditures	
Food Vouchers Monthly Expenditures	

Please fax to Shawn Bolster at 382-3045 or e-mail to sbolster@lasvegasnevada.gov by the 7[h] of the month

Exhibit "E"
NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this program being done? Examples of outcomes include increase the percentage of individuals and their families that are living in stable housing, increase housing affordability for clients and their families, increase accessibility to affordable housing for clients and their families, etc. Include only the major program outcomes supported by the requested City funds.
Major Tasks: Outline the major tasks/activities to be conducted by this program (e.g. client outreach/assessment; housing referrals, information/referral, counseling/care coordinator, etc.
Outputs: Quantifiable products of tasks, e.g. number of clients and their families receiving rental housing assistance, number of clients and their families assisted to prevent from becoming homeless, number of clients and their families that received a housing referral or information, number of clients and their families receiving supportive services, etc.
Outcome Measurements: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the program's impact on participants be evaluated?

Outcome #1	Describe how participants will benefit and how many are expected to realize this outcome.
STRMU: NALA's HOPWA program will serve approximately 6 individuals/families per month with housing assistance and utility assistance. Clients requirements are: proof of HIV/AIDS diagnosis; pending a short- or long-term disability pay source (i.e., Social Security, Social Security Disability and/or Veterans Affairs Benefits); currently at zero income; and in danger of homelessness. NALA's Case Managers work with clients to develop short-term housing plan. Housing plans integrate all pertinent client data, including social and medical needs, with the goal of establishing overall client wellness and eventual client self – sufficiency.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Identify those individuals eligible for housing assistance, client Assessment, eligibility assistance, information and referrals	Approximately 72 clients per year (6 clients per month) will receive direct housing assistance, utility assistance.
Conduct outreach activities to disseminate information regarding program and to identify new clients	

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.
Outcomes are measured by the Clark County Social Service centralized case management system and utilizing the CareWare program while interfacing with the client. The system tracks the number of clients receiving financial assistance referrals and care coordination as well as other services provided by other Ryan White Part A providers. On a monthly basis NALA's Case Managers evaluate the client's current pending status of short-term benefits and other pertinent information. Once clients are approved for financial assistance the Case Manager reviews the housing plan which is tailored to each client, and serve as a tool to address social, medical and financial needs with the goal of client self-sufficiency. Referrals to housing programs that are available to the general public are utilized as well, in an effort to encourage self-sufficiency.

Outcome #2	Describe how participants will benefit and how many are expected to realize this outcome.
Supportive Services: Approximately 8 clients per month will receive support services to establish necessary eligibility documentation including: Mexican Counsulate identification, Nevada identification, health cards, birth certificates, immigration documentation. These are a requirement for accessing HOPWA, emergency assistance, and other supportive services. Support Services also assist clients with doctor co-pays, medical co-pays, utility bills, food vouchers, bus passes.	

lajor Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Approximately 8 clients will receive supportive services assistance, including utility assistance, co-pay assistance, and identification assistance.	Approximately 96 clients per year (8 clients per month) will receive supportive services assistance, including utility assistance, co-pay assistance, and identification assistance
Conduct outreach activities to disseminate information regarding program and to identify new clients	

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

Outcomes are measured by the Clark County Social Service centralized case management system and utilizing the CareWare program while interfacing with the client. The system tracks the number of clients receiving all services from NALA maintains reporting on household income/size, etc. CareWare provides detailed information regarding client demographics, client services, referrals to any collaborating agency with NALA. As clients cases progress, NALA maintains integral position for the growth and development of client care through other supportive services including case management, food pantry, HIV education and prevention programs.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT BETWEEN CITY OF LAS VEGAS AND Women's Development Center

THIS AGREEMENT is made and entered into this 1st day of July 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Women's Development Center,** (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 4020 Pecos McLeod, 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 Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program(hereinafter "EMSA"); and

WHEREAS, the City has determined that the Project Sponsor's program more fully described below furthers the goals and objectives of the HOPWA Program, and therefore has been selected for funding with the HOPWA funds provided herein pursuant to the provisions of this Agreement.

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

I. SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2009-2010 HOPWA-funded program known as **HOPWA Affordable Housing** (the "Program"). Project Sponsor agrees to provide **Supportive Services, Housing Operations, Tenant Based Rental Assistance (TBRA)** which are eligible activities under the HOPWA 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 **$50,000** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description.

II. TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2009, through June 30, 2010. Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide

payment for expenses of the Program if the HOPWA funds are not allocated or received for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Project Sponsor 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 Program services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, 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 HOPWA Funding.

C. INDEMNIFICATION

The Project Sponsor 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 any 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. Project Sponsor'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 Project Sponsor 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 HOPWA 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 federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Project Sponsor 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 Project Sponsor goes out of existence, the Project Sponsor 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 Project Sponsor agrees to permit the City or the its designated representative(s) 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 there from any information that the City desires concerning operation of the Program. The Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to the Project Sponsor. If the records or books are not located within Clark County, Nevada, The Project Sponsor agrees to deliver the records or books or have the records or books delivered 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 Project Sponsor are incomplete, the Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Project Sponsor's offices to inspect and audit, as deemed necessary, all of the 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 Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance policies:

(i) Industrial/Workers' Compensation Insurance protecting the Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, and errors and omissions coverage) with respect to the Project Sponsor's officers, employees, 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, its officers and employees, shall be named as additional insured parties under the Comprehensive General Liability Insurance Policy and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and endorsements for such 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 Project Sponsor, 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 the Project Sponsor commences any performance hereunder, whichever is earliest. The Project Sponsor shall maintain coverage for the duration of this Agreement. The Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Project Sponsor and/or the 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.

If the Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Project Sponsor.

G. IRS REGULATIONS

The Project Sponsor 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 Project Sponsor 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. THIRD PARTY CONTRACTS

The Project Sponsor 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 the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval 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 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT(CHAPTER 15, TITLE5, 8 US CODE)

The Project Sponsor agrees not to use the HOPWA funding 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 Project Sponsor 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 PART 84)

"Program Income" 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 HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

The Project Sponsor 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 the Project Sponsor provided that written notification is given to the Neighborhood Services Director and that the Project Sponsor certifies that the Program 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.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations, except that the Project Sponsor will not assume the City's environmental responsibilities. The Project Sponsor understands and agrees that the City shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

   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 Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**

   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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**

   The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**

The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

The Project Sponsor 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.

8. **LEAD-BASED PAINT (24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

The Project Sponsor 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. Project Sponsor's 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" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

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 the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA

activities assisted pursuant to 24 CFR 574.625, or who is 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **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, Project Sponsors, 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 of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, the Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

The Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, the Project Sponsor agrees to comply fully with Title I of 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 Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

The Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 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 Project Sponsors 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 Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor 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 HOPWA Program 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 bank statement in addition to a paid bill, invoice or receipt. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

C. FINANCIAL RECORDKEEPING\]

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Project Sponsor 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, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program Budget, Exhibit "B" of the Agreement, and subject to any conditions imposed in the Program Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the City for Program costs. The Project Sponsor shall not make any changes in the Program Budget, Exhibit 'B" of the Agreement, unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such invoice, the City will review the invoice to 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 HOPWA-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 Description, Exhibit "A", of the Agreement.

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA grant are included in the agreement: a minimum of ten percent (10%) ten percent must be expended by September 30th; (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. Agencies that do not follow these guidelines may have the difference between expected expenditures and spent funds reallocated. In addition, agencies that fail to utilize all funds during the fiscal year may have funds removed from any future HOWPA funding allocation.

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 Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th.

The Project Sponsor may provide the City with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the Department of Neighborhood Services Director or designee. The City reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Each expenditure charged to City or paid with HOPWA Funds will be accounted for separately from all other revenue sources of the Project Sponsor. These records shall be maintained by Project Sponsor.

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 that has a unit acquisition cost of $5,000 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. Project Sponsor 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 Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., 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 Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, Project Sponsor must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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 Project Sponsor 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. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program as outlined in the Program Description must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both the Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) 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 HOPWA Program funding to the City.

C. TERMINATION

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and 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 HOPWA 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.

D. 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.

E. NOTIFICATION OF AGENCY CHANGES

The Project Sponsor 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 Project Sponsor.

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,

Women's Development Center

Candace Ruisi

Candace Ruisi, Executive Director

Council Action March 18, 2009 – Item #53

APPROVED AS TO FORM: Robert S. Sylvain 6-19-09

EXHIBIT "A"

PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Services to be provided.

1. Purpose of Services:
   Agency will provide supportive services, case management, rental and utility assistance to HIV clients. Program documentation to comply with NDD HOPWA Project Sponsor Program Manual.

2. Tasks to be Performed:
   Provide supportive services, rental and utility assistance to clients with HIV/AIDS and their families.

3. Level of Service to be Provided and Measurable Goals for Grant period:
   Provide Tenant Based Rental Assistance, supportive services and housing operations to 6 clients with HIV per the Goals and Objectives Form (Exhibit E)

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to Project Sponsor for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients, families, and other persons served including: monthly number and year to date number. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance)

2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.

3) Statement of Program 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 no later than the 10th of the month following the reporting period. 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 Project Sponsor 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 Project Sponsor 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.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Women's Development Center – HOPWA Affordable Housing

Women's Development Center services will be provided in accordance with the following budget:

City Council Recommendation: $50,000

HOPWA Eligible Activity	Budgeted Amount	Proposed Number of Clients
Supportive Services	$7,200	6- 18
STRMU		
Housing Information Services		
Housing Operations	$40,100	6 Units
Housing Rehab		
Tenant Based Rental Assistance		
Admin (7%)	$2,700	

EXHIBIT "C"

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 Housing Opportunities for Persons With AIDS (HOPWA) 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: Women's Development Center	Phone: 7967770
Project: HOPWA Affordable Housing	FAX: 7963007
Contact Person: Candace Ruisi	E-mail: cruisi@wdclv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Supportive Services	**$7,200**			
Housing Information Services				
Housing Operations	**$40,100**			
Housing Rehab				
Tenant Based Rental Assistance				
Administration	**$2,700**			
TOTAL	**$50,000**			

Signature Date

Exhibit "D"
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM

Name of Agency: ______________________

Period Covered: (MO/YY) – (MO/YY) From: ____________ To: ____________

Program/Activity Name: ______________________

General HUD Information

		MONTHLY	Year To Date
Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services with Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services Only:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Housing Information Services –	Number of Households		
TOTAL ASSISTED BY HOPWA			

Sub categories for reporting (Original Demand will be updated for each Project Sponsor)

Report on the number of clients per month who apply for services and how many receive services	Original Demand	Demand	Outputs	Need	Results
		B	C	D	E
	DO NOT CHANGE	**HIV/AIDS Clients**	**Client + Family**	**Client**	
*based on number reported on application for funding multiplied by the % ratio of requested to awarded funds	**Anticipated Number of Clients to be served***	**Applied for Assistance**	**Assisted**	**Still Waiting for assistance**	**% of clients assisted**
Housing					
STRMU					
TBRA					
Permanent Housing # of units					

Supportive Services					
Food Vouchers					
Clients referred to Services					

	Total Spent on these specific program components	
STRMU Monthly Expenditures		
TBRA Monthly Expenditures		
Housing Operations Monthly Expenditures		
Food Vouchers Monthly Expenditures		

Please fax to Shawn Bolster at 382-3045 or e-mail to sbolster@lasvegasnevada.gov by the 7[h] of the month

Exhibit "E"
NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this program being done? Examples of outcomes include increase the percentage of individuals and their families that are living in stable housing, increase housing affordability for residents and their families, increase accessibility to affordable housing for residents and their families, etc. Include only the major program outcomes supported by the requested City funds.
Major Tasks: Outline the major tasks/activities to be conducted by this program (e.g. client outreach/assessment; housing referrals, information/referral, counseling/care coordinator, etc.
Outputs: Quantifiable products of tasks, e.g. number of residents and their families receiving rental housing assistance, number of residents and their families assisted to prevent from becoming homeless, number of residents and their families that received a housing referral or information, number of residents and their families receiving supportive services, etc.
Outcome Measurements: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the program's impact on participants be evaluated?

Outcome #1 Describe how participants will benefit and how many are expected to realize this outcome.

5 (83%) of the 6 of residents with HIV/AIDS will obtain and/or maintain housing as a result of the rental assistance.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Monthly contact with Deputy Director to discuss any concerns regarding the ability to pay rent	5 residents will communicate with the Deputy Director or Housing Coordinator regarding the status of rent payments. Establishing payment arrangements for the tenant's portion of the rent, if needed to help ensure that housing is maintained
Pay rent on timely basis	5 residents rent payments will be monitored on a monthly basis.
Receive referrals from AFAN or other agencies	5 residents will be referred from AFAN or other agencies for permanent affordable housing.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

Referral information for AFAN or other agencies will be confirmed prior to residents entering the program and kept in the client file. The Housing Coordinator will monitor when rent payments are received, send out late notices, and inform the Deputy Director when HOPWA residents are late paying their rent. The Deputy Director will make contact with all residents paying rent late and pertinent information will be documented in their client files. Information will be tracked on Women's Development Center's (WDC) monthly tracking form and will be included in the monthly HOPWA and Affordable Rental Program Reports.

Outcome #2 Describe how participants will benefit and how many are expected to realize this outcome.	
5 (83%) of the 6 residents with HIV/AIDS will continue to access needed services	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Creation of Case Plan as it relates to housing as needed	Case Plans will be created for each client experiencing difficulty paying their rent in a timely manner
Referrals to appropriate money management services	5 residents will continue to access services through AFAN and CCCS for money management services
Collaborative efforts with AFAN and other agencies	Continued collaborative efforts with AFAN and other agencies to ensure residents are receiving needed services
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. The collaborative effort between organizations allows residents to access needed services. All communication between the organizations pertaining to personal client information will be documented in the client file appropriately, including needed consent forms. Information pertinent to this grant will be tracked through monthly, quarterly, and annual reports. All reports are completed without identifying information about the resident.	