

**EMERGENCY SHELTER GRANT AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND  
Catholic Charities**

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Catholic Charities, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1501 Las Vegas boulevard N. Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2010, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

**I. SCOPE OF SERVICE**

**A. SUBRECIPIENT RESPONSIBILITIES**

SUBRECIPIENT will be responsible for administering a FY 2009/10 ESG-funded project known as Lied Dining Facility to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Ninety One thousand Six Hundred Ninety (\$91,690) in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

**B. TIME OF PERFORMANCE**

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2009 through June 30, 2010, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

**II CITY GENERAL CONDITIONS**

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

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

**B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except

with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

### **C. INDEMNIFICATION**

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include 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**

Projects and 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG 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 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 conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

## **E. RIGHT TO REVIEW AND AUDIT**

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

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

## **F. INSURANCE**

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

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

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

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

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

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

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

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

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

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

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

#### **G. IRS REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed 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**

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

#### **I. AGREEMENT REVISIONS**

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

#### **J. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

### **III. FEDERAL GENERAL CONDITIONS**

#### **A. RELIGIOUS ACTIVITIES**

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

#### **B. POLITICAL ACTIVITIES**

SUBRECIPIENT will comply with this section, which prohibits the use of ESG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

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

#### **C. PROGRAM INCOME**

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

#### **DISPOSITION OF PROGRAM INCOME**

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

#### **D. OTHER PROGRAM REQUIREMENTS**

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

**1. GENERAL--24 CFR 576**

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--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 SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

**3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE 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 Emergency Shelter Grant funds.

**4. ENVIRONMENTAL STANDARDS**

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**

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**

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide



regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

**7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

**8. LEAD-BASED PAINT**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

**9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS**

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 24 CFR Part 576.57**

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

**11. CONFLICT OF INTEREST 24 CFR Part 576.57**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

## **E. DRUG-FREE WORKPLACE**

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

## **F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any ESG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of ESG funds.

## **G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

## **H. AMERICANS WITH DISABILITIES ACT**

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

## **IV. FINANCIAL MANAGEMENT**

### **A. AUDIT REQUIREMENTS**

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

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. 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 aggregate, conduct an A-133 audit.

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

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

### **B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. 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 SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

### **C. FINANCIAL RECORDKEEPING**

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

### **D. RECORDS**

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

### **E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Project budget (Exhibit "B") and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

### **F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Project budget expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are ESG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in Exhibit "A" Scope of Services Description of this Agreement.

### **G. UNEXPENDED FUNDS**

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, twenty-five percent (25%) of the ESG grant award provided by this agreement must be spent by September 30<sup>th</sup> of the fiscal year the funds are awarded, fifty percent (50%) by December 31<sup>st</sup> and seventy five percent (75%) by March 31. The City's fiscal year is from July 1<sup>st</sup> – June 30<sup>th</sup>. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31<sup>st</sup> of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31<sup>st</sup> in order for any Request for Funds to be processed. The remaining funds must be spent and drawn down by June 30<sup>th</sup> of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this

Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

## **H. ACCOUNTING METHODS**

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG 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.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

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

### **B. TERMINATION PROCEDURES**

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

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

### **C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

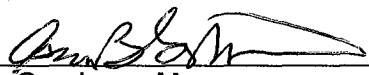
#### D. NOTIFICATION OF AGENCY CHANGES

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

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

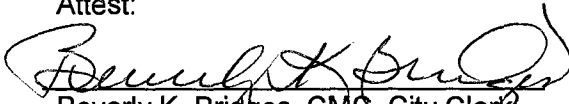
CITY OF LAS VEGAS

Catholic Charities

  
Oscar B. Goodman, Mayor

  
Monsignor Patrick R. Leary  
Executive Director

Attest:

  
Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM: Robert S. Sylvain 4-13-09

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1501 Las Vegas boulevard N. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

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Operation of Lied Dining Facility to feed the homeless.

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Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2010 reflecting services for the previous fiscal year (July 1, 2009 through June 30, 2010), noting the highest and lowest number of participants served per



day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

**EXHIBIT "B"**

**PROJECT BUDGET  
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT  
Catholic Charities**

**Fiscal Year 2009-/2010- Emergency Shelter Grant Program Funds**

|                                                                                                                                                                                                                                                                                                                                                                                       |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>SHELTER OPERATIONS</b>                                                                                                                                                                                                                                                                                                                                                             |          |
| (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)                                                                                                                               | \$91,690 |
| <b>ESSENTIAL SERVICES TO THE HOMELESS*</b>                                                                                                                                                                                                                                                                                                                                            |          |
| Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives). | \$       |
| <b>HOMELESS PREVENTION*</b>                                                                                                                                                                                                                                                                                                                                                           |          |
| (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.                                                                                                                                                                                                                     | \$       |
| <b>INDIRECT/ADMINISTRATIVE COSTS**</b>                                                                                                                                                                                                                                                                                                                                                |          |
| (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)                                                                                                                                                                             | \$       |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                          |          |
|                                                                                                                                                                                                                                                                                                                                                                                       | \$91,690 |

\*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

\*\*Funds in this line-item are subject to the limitations in 42 USC 11378

## EXHIBIT "C"

### CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

| FAMILY SIZE | <u>INCOME NOT TO EXCEED</u>      |                          |                     |
|-------------|----------------------------------|--------------------------|---------------------|
|             | EXTREMELY LOW<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(80%) |
| 1           | \$13,700 or less                 | \$22,900                 | \$36,600            |
| 2           | \$15,700 or less                 | \$26,150                 | \$41,850            |
| 3           | \$17,650 or less                 | \$29,450                 | \$47,050            |
| 4           | \$19,600 or less                 | \$32,700                 | \$52,300            |
| 5           | \$21,150 or less                 | \$35,300                 | \$56,500            |
| 6           | \$22,750 or less                 | \$37,950                 | \$60,650            |
| 7           | \$24,300 or less                 | \$40,550                 | \$64,850            |
| 8           | \$25,850 or less                 | \$43,150                 | \$69,050            |

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March 19, 2009.

**EXHIBIT "D" – Part I**  
**Emergency Shelter Grant Beneficiaries**  
**Monthly Report**

**RESIDENTIAL (SHELTER) SERVICES:**

July 1st through June 30th

Project Title: \_\_\_\_\_

**Shelter Type:** \_\_\_\_\_

**Total # Beds/Spaces Available in:**

|                                        |                                 |
|----------------------------------------|---------------------------------|
| Barracks/Warehouse: _____              | Scattered Site Apartment: _____ |
| Group / Large House: _____             | Mobile Home / Trailer: _____    |
| Single Family Detached House(s): _____ | Hotel / Motel: _____            |
| Other: _____                           | # Mats on the Floor: _____      |

**Shelter Services:** Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

|                                   |                                  |
|-----------------------------------|----------------------------------|
| Highest # People Sheltered: _____ | Lowest # People Sheltered: _____ |
| Date/Day of Week: _____           | Date / Day of Week: _____        |
| # of Adults: _____                | # of Adults: _____               |
| # Children: _____                 | # Children: _____                |

**Number of Individuals Served:**

|                                       |                                     |
|---------------------------------------|-------------------------------------|
| Unduplicated # Served this year _____ | ESG Percent of Budget _____         |
|                                       | (ESG Amount + Total Project Budget) |

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

On an average day, approximate percentages of:

|                           |      |   |                           |        |   |
|---------------------------|------|---|---------------------------|--------|---|
| Unaccompanied 18 and over | Male | % | Unaccompanied 18 and over | Female | % |
| Unaccompanied under 18    | Male | % | Unaccompanied under 18    | Female | % |

Families with Children, headed by:

|                      |      |   |        |   |
|----------------------|------|---|--------|---|
| Adult(s) 18 and over | Male | % | Female | % |
| Youth 18 and under   | Male | % | Female | % |

On an average day, approximate percentage who are:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| % of entire population            | % of entire population             |
| Battered Spouse: _____ %          | Alcohol or Drug Dependent: _____ % |
| Runaway/Throwaway Youth: _____ %  | Elderly: _____ %                   |
| Chronically Mentally Ill: _____ % | Veterans: _____ %                  |
| Developmentally Disabled: _____ % | Physically Disabled: _____ %       |
| HIV / AIDS Infected: _____ %      | Other: _____ %                     |

**EXHIBIT "D" – Part II**  
**Emergency Shelter Grant Beneficiaries**  
**Annual Report**

**NON-RESIDENTIAL SERVICES:**

July 1st through June 30th

Project Title: \_\_\_\_\_

**Service Type(s):**

Please report the number of participants receiving the following types of service(s):

|                                    |                                       |
|------------------------------------|---------------------------------------|
| Needs Assessment/Referral: _____   | Transportation Assistance: _____      |
| Case Management: _____             | Employment Assistance: _____          |
| Counseling: _____                  | Child Care Assistance: _____          |
| Addictions Treatment: _____        | Rental Assistance (Prevention): _____ |
| Remedial Education Services: _____ | Utility Cut-Off Prevention: _____     |
| Life Skills: _____                 | Food Provisions: _____                |
| Outreach to un-sheltered: _____    | Soup Kitchen/Meals: _____             |
| Job Training/Placement: _____      | Other: _____                          |

**Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

**Project Accomplishments:**

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.

**EMERGENCY SHELTER GRANT AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND  
HELP of Southern Nevada**

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and HELP of Southern Nevada, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1640 E. Flamingo Rd., Suite 100, Las Vegas, NV 89119. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2010, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

**I. SCOPE OF SERVICE**

**A. SUBRECIPIENT RESPONSIBILITIES**

SUBRECIPIENT will be responsible for administering a FY 2009/10 ESG-funded project known as Youth Center to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Twenty Eight thousand (\$28,000) in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

**B. TIME OF PERFORMANCE**

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2009 through June 30, 2010, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

**II CITY GENERAL CONDITIONS**

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

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

**B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except

with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

#### **C. INDEMNIFICATION**

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include 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**

Projects and 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG 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 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 conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.



## **E. RIGHT TO REVIEW AND AUDIT**

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

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

## **F. INSURANCE**

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

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

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

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

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

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

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

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

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

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

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

## **G. IRS REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed 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**

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

## **I. AGREEMENT REVISIONS**

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

## **J. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

### **III. FEDERAL GENERAL CONDITIONS**

#### **A. RELIGIOUS ACTIVITIES**

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

#### **B. POLITICAL ACTIVITIES**

SUBRECIPIENT will comply with this section, which prohibits the use of ESG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

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

#### **C. PROGRAM INCOME**

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

#### **DISPOSITION OF PROGRAM INCOME**

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

#### **D. OTHER PROGRAM REQUIREMENTS**

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

**1. GENERAL--24 CFR 576**

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--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 SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

**3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE 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 Emergency Shelter Grant funds.

**4. ENVIRONMENTAL STANDARDS**

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**

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**

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

**7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

**8. LEAD-BASED PAINT**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

**9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS**

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  
24 CFR Part 576.57**

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

**11. CONFLICT OF INTEREST 24 CFR Part 576.57**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

## **E. DRUG-FREE WORKPLACE**

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

## **F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any ESG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of ESG funds.

## **G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

## **H. AMERICANS WITH DISABILITIES ACT**

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

## **IV. FINANCIAL MANAGEMENT**

### **A. AUDIT REQUIREMENTS**

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

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. 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 aggregate, conduct an A-133 audit.

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

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

### **B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. 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 SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

#### **C. FINANCIAL RECORDKEEPING**

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

#### **D. RECORDS**

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

#### **E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Project budget (Exhibit "B") and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

#### **F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Project budget expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are ESG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in Exhibit "A" Scope of Services Description of this Agreement.

#### **G. UNEXPENDED FUNDS**

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, twenty-five percent (25%) of the ESG grant award provided by this agreement must be spent by September 30<sup>th</sup> of the fiscal year the funds are awarded, fifty percent (50%) by December 31<sup>st</sup> and seventy five percent (75%) by March 31. The City's fiscal year is from July 1<sup>st</sup> – June 30<sup>th</sup>. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31<sup>st</sup> of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31<sup>st</sup> in order for any Request for Funds to be processed. The remaining funds must be spent and drawn down by June 30<sup>th</sup> of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this

Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

## **H. ACCOUNTING METHODS**

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG 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.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

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

### **B. TERMINATION PROCEDURES**

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

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

### **C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

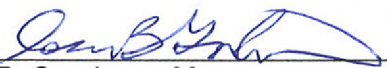
#### D. NOTIFICATION OF AGENCY CHANGES

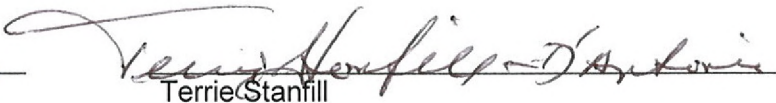
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

CITY OF LAS VEGAS

HELP of Southern Nevada

  
Oscar B. Goodman, Mayor

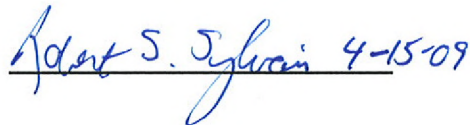
  
Terrie Stanfill  
Executive Director

Attest:

  
Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM:

 4-15-09

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1640 E. Flamingo Rd. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Transitional Housing for homeless youth.

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Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2010 reflecting services for the previous fiscal year (July 1, 2009 through June 30, 2010), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of

services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

SUBRECIPIENT shall also provide the following data on a monthly basis, where applicable:

1-Number of unduplicated clients provided Life Skills training\_\_\_\_\_.

2-Number of unduplicated clients provided Job Skills training\_\_\_\_\_.

## EXHIBIT "B"

**PROJECT BUDGET  
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT  
HELP of Southern Nevada  
Fiscal Year 2009-/2010- Emergency Shelter Grant Program Funds**

|                                                                                                                                                                                                                                                                                                                                                                                       |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>SHELTER OPERATIONS</b>                                                                                                                                                                                                                                                                                                                                                             |          |
| (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)                                                                                                                               | \$28,000 |
| <b>ESSENTIAL SERVICES TO THE HOMELESS*</b>                                                                                                                                                                                                                                                                                                                                            |          |
| Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives). | \$       |
| <b>HOMELESS PREVENTION*</b>                                                                                                                                                                                                                                                                                                                                                           |          |
| (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.                                                                                                                                                                                                                     | \$       |
| <b>INDIRECT/ADMINISTRATIVE COSTS**</b>                                                                                                                                                                                                                                                                                                                                                |          |
| (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)                                                                                                                                                                             | \$       |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                          |          |
|                                                                                                                                                                                                                                                                                                                                                                                       | \$28,000 |

\*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

\*\*Funds in this line-item are subject to the limitations in 42 USC 11378

## EXHIBIT "C"

### CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

| FAMILY SIZE | <u>INCOME NOT TO EXCEED</u>      |                          |                     |
|-------------|----------------------------------|--------------------------|---------------------|
|             | EXTREMELY LOW<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(80%) |
| 1           | \$13,700 or less                 | \$22,900                 | \$36,600            |
| 2           | \$15,700 or less                 | \$26,150                 | \$41,850            |
| 3           | \$17,650 or less                 | \$29,450                 | \$47,050            |
| 4           | \$19,600 or less                 | \$32,700                 | \$52,300            |
| 5           | \$21,150 or less                 | \$35,300                 | \$56,500            |
| 6           | \$22,750 or less                 | \$37,950                 | \$60,650            |
| 7           | \$24,300 or less                 | \$40,550                 | \$64,850            |
| 8           | \$25,850 or less                 | \$43,150                 | \$69,050            |

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March 19, 2009.



**EXHIBIT "D" – Part I**  
**Emergency Shelter Grant Beneficiaries**  
**Monthly Report**

**RESIDENTIAL (SHELTER) SERVICES:**

July 1st through June 30th

Project Title: \_\_\_\_\_

**Shelter Type:** \_\_\_\_\_

**Total # Beds/Spaces Available in:**

Barracks/Warehouse: \_\_\_\_\_ Scattered Site Apartment: \_\_\_\_\_  
 Group / Large House: \_\_\_\_\_ Mobile Home / Trailer: \_\_\_\_\_  
 Single Family Detached House(s): \_\_\_\_\_ Hotel / Motel: \_\_\_\_\_  
 Other: \_\_\_\_\_ # Mats on the Floor: \_\_\_\_\_

**Shelter Services:** Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: \_\_\_\_\_ Lowest # People Sheltered: \_\_\_\_\_  
 Date/Day of Week: \_\_\_\_\_ Date / Day of Week: \_\_\_\_\_  
 # of Adults: \_\_\_\_\_ # of Adults: \_\_\_\_\_  
 # Children: \_\_\_\_\_ # Children: \_\_\_\_\_

**Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

On an average day, approximate percentages of:

Unaccompanied 18 and over Male \_\_\_\_\_ % Unaccompanied 18 and over Female \_\_\_\_\_ %  
 Unaccompanied under 18 Male \_\_\_\_\_ % Unaccompanied under 18 Female \_\_\_\_\_ %

Families with Children, headed by:

Adult(s) 18 and over Male \_\_\_\_\_ % Female \_\_\_\_\_ %  
 Youth 18 and under Male \_\_\_\_\_ % Female \_\_\_\_\_ %

On an average day, approximate percentage who are:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| % of entire population            | % of entire population             |
| Battered Spouse: _____ %          | Alcohol or Drug Dependent: _____ % |
| Runaway/Throwaway Youth: _____ %  | Elderly: _____ %                   |
| Chronically Mentally Ill: _____ % | Veterans: _____ %                  |
| Developmentally Disabled: _____ % | Physically Disabled: _____ %       |
| HIV / AIDS Infected: _____ %      | Other: _____ %                     |

**EXHIBIT "D" – Part II**  
**Emergency Shelter Grant Beneficiaries**  
**Annual Report**

**NON-RESIDENTIAL SERVICES:**

July 1st through June 30th

Project Title: \_\_\_\_\_

**Service Type(s):**

Please report the number of participants receiving the following types of service(s):

|                                    |                                       |
|------------------------------------|---------------------------------------|
| Needs Assessment/Referral: _____   | Transportation Assistance: _____      |
| Case Management: _____             | Employment Assistance: _____          |
| Counseling: _____                  | Child Care Assistance: _____          |
| Addictions Treatment: _____        | Rental Assistance (Prevention): _____ |
| Remedial Education Services: _____ | Utility Cut-Off Prevention: _____     |
| Life Skills: _____                 | Food Provisions: _____                |
| Outreach to un-sheltered: _____    | Soup Kitchen/Meals: _____             |
| Job Training/Placement: _____      | Other: _____                          |

**Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

**Project Accomplishments:**

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.

**EMERGENCY SHELTER GRANT AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND  
SAFE House**

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and SAFE House, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 921 American Pacific Drive, #300, Henderson, NV 89014. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2010, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

**I. SCOPE OF SERVICE**

**A. SUBRECIPIENT RESPONSIBILITIES**

SUBRECIPIENT will be responsible for administering a FY 2009/10 ESG-funded project known as Emergency Shelter to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Thirty thousand (\$30,000) in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

**B. TIME OF PERFORMANCE**

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2009 through June 30, 2010, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

**II CITY GENERAL CONDITIONS**

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

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

**B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

### **C. INDEMNIFICATION**

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include 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**

Projects and 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG 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 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 conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

## **E. RIGHT TO REVIEW AND AUDIT**

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

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

## **F. INSURANCE**

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

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

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

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

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

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

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

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

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

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

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

#### **G. IRS REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed 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**

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

#### **I. AGREEMENT REVISIONS**

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

#### **J. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.



### **III. FEDERAL GENERAL CONDITIONS**

#### **A. RELIGIOUS ACTIVITIES**

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

#### **B. POLITICAL ACTIVITIES**

SUBRECIPIENT will comply with this section, which prohibits the use of ESG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

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

#### **C. PROGRAM INCOME**

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

#### **DISPOSITION OF PROGRAM INCOME**

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

#### **D. OTHER PROGRAM REQUIREMENTS**

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

**1. GENERAL--24 CFR 576**

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--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 SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

**3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE 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 Emergency Shelter Grant funds.

**4. ENVIRONMENTAL STANDARDS**

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**

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**

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

**7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

**8. LEAD-BASED PAINT**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

**9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS**

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 24 CFR Part 576.57**

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

**11. CONFLICT OF INTEREST 24 CFR Part 576.57**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

## **E. DRUG-FREE WORKPLACE**

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

## **F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any ESG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of ESG funds.

## **G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

## **H. AMERICANS WITH DISABILITIES ACT**

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

## **IV. FINANCIAL MANAGEMENT**

### **A. AUDIT REQUIREMENTS**

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

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. 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 aggregate, conduct an A-133 audit.

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

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

### **B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. 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 SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

### **C. FINANCIAL RECORDKEEPING**

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

### **D. RECORDS**

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

### **E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Project budget (Exhibit "B") and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

### **F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Project budget expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are ESG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in Exhibit "A" Scope of Services Description of this Agreement.

### **G. UNEXPENDED FUNDS**

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, twenty-five percent (25%) of the ESG grant award provided by this agreement must be spent by September 30<sup>th</sup> of the fiscal year the funds are awarded, fifty percent (50%) by December 31<sup>st</sup> and seventy five percent (75%) by March 31. The City's fiscal year is from July 1<sup>st</sup> – June 30<sup>th</sup>. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31<sup>st</sup> of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31<sup>st</sup> in order for any Request for Funds to be processed. The remaining funds must be spent and drawn down by June 30<sup>th</sup> of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this

Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

## **H. ACCOUNTING METHODS**

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG 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.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

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

### **B. TERMINATION PROCEDURES**

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

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

### **C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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



#### D. NOTIFICATION OF AGENCY CHANGES

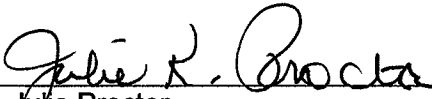
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

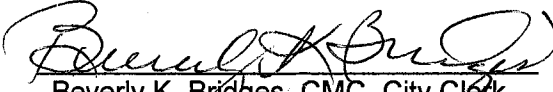
CITY OF LAS VEGAS

SAFE House

  
\_\_\_\_\_  
Oscar B. Goodman, Mayor

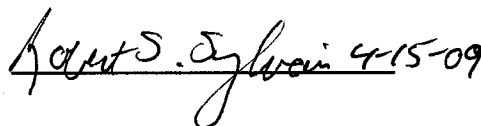
  
\_\_\_\_\_  
Julie Proctor  
Executive Director

Attest:

  
\_\_\_\_\_  
Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM:

  
\_\_\_\_\_  
4-15-09

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 921 American Pacific Drive as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53. SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Emergency Shelter for battered women.

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Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2010 reflecting services for the previous fiscal year (July 1, 2009 through June 30, 2010), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of

services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

SUBRECIPIENT shall also provide the following data on a monthly basis, where applicable:

1-Number of unduplicated clients provided Life Skills training\_\_\_\_\_.

2-Number of unduplicated clients provided Job Skills training\_\_\_\_\_.

**EXHIBIT "B"****PROJECT BUDGET  
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT  
SAFE House****Fiscal Year 2009-/2010- Emergency Shelter Grant Program Funds**

|                                                                                                                                                                                                                                                                                                                                                                                       |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>SHELTER OPERATIONS</b>                                                                                                                                                                                                                                                                                                                                                             |                 |
| (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)                                                                                                                               | <b>\$30,000</b> |
| <b>ESSENTIAL SERVICES TO THE HOMELESS*</b>                                                                                                                                                                                                                                                                                                                                            |                 |
| Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives). | <b>\$</b>       |
| <b>HOMELESS PREVENTION*</b>                                                                                                                                                                                                                                                                                                                                                           |                 |
| (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.                                                                                                                                                                                                                     | <b>\$</b>       |
| <b>INDIRECT/ADMINISTRATIVE COSTS**</b>                                                                                                                                                                                                                                                                                                                                                |                 |
| (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)                                                                                                                                                                             | <b>\$</b>       |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                          |                 |
|                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$30,000</b> |

\*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

\*\*Funds in this line-item are subject to the limitations in 42 USC 11378

## EXHIBIT "C"

### CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

#### INCOME NOT TO EXCEED

| FAMILY SIZE | EXTREMELY LOW<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(80%) |
|-------------|----------------------------------|--------------------------|---------------------|
| 1           | \$13,700 or less                 | \$22,900                 | \$36,600            |
| 2           | \$15,700 or less                 | \$26,150                 | \$41,850            |
| 3           | \$17,650 or less                 | \$29,450                 | \$47,050            |
| 4           | \$19,600 or less                 | \$32,700                 | \$52,300            |
| 5           | \$21,150 or less                 | \$35,300                 | \$56,500            |
| 6           | \$22,750 or less                 | \$37,950                 | \$60,650            |
| 7           | \$24,300 or less                 | \$40,550                 | \$64,850            |
| 8           | \$25,850 or less                 | \$43,150                 | \$69,050            |

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March 19, 2009.

**EXHIBIT "D" – Part I**  
**Emergency Shelter Grant Beneficiaries**  
**Monthly Report**

**RESIDENTIAL (SHELTER) SERVICES:**

July 1st through June 30th

Project Title: Emergency Shelter

**Shelter Type:**

**Total # Beds/Spaces Available in:**

Barracks/Warehouse: \_\_\_\_\_ Scattered Site Apartment: \_\_\_\_\_  
 Group / Large House: \_\_\_\_\_ Mobile Home / Trailer: \_\_\_\_\_  
 Single Family Detached House(s): \_\_\_\_\_ Hotel / Motel: \_\_\_\_\_  
 Other: \_\_\_\_\_ # Mats on the Floor: \_\_\_\_\_

**Shelter Services:** Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: \_\_\_\_\_ Lowest # People Sheltered: \_\_\_\_\_  
 Date/Day of Week: \_\_\_\_\_ Date / Day of Week: \_\_\_\_\_  
 # of Adults: \_\_\_\_\_ # of Adults: \_\_\_\_\_  
 # Children: \_\_\_\_\_ # Children: \_\_\_\_\_

**Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

On an average day, approximate percentages of:

Unaccompanied 18 and over Male \_\_\_\_\_ % Unaccompanied 18 and over Female \_\_\_\_\_ %  
 Unaccompanied under 18 Male \_\_\_\_\_ % Unaccompanied under 18 Female \_\_\_\_\_ %

Families with Children, headed by:

Adult(s) 18 and over Male \_\_\_\_\_ % Female \_\_\_\_\_ %  
 Youth 18 and under Male \_\_\_\_\_ % Female \_\_\_\_\_ %

On an average day, approximate percentage who are:

|                                                                                                                                                                                                                                                       |                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Battered Spouse: _____ %<br/>                 Runaway/Throwaway Youth: _____ %<br/>                 Chronically Mentally Ill: _____ %<br/>                 Developmentally Disabled: _____ %<br/>                 HIV / AIDS Infected: _____ %</p> | <p>Alcohol or Drug Dependent: _____ %<br/>                 Elderly: _____ %<br/>                 Veterans: _____ %<br/>                 Physically Disabled: _____ %<br/>                 Other: _____ %</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# EXHIBIT "D" – Part II

## Emergency Shelter Grant Beneficiaries

### Annual Report

#### NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: \_\_\_\_\_

#### **Service Type(s):**

Please report the number of participants receiving the following types of service(s):

|                                    |                                       |
|------------------------------------|---------------------------------------|
| Needs Assessment/Referral: _____   | Transportation Assistance: _____      |
| Case Management: _____             | Employment Assistance: _____          |
| Counseling: _____                  | Child Care Assistance: _____          |
| Addictions Treatment: _____        | Rental Assistance (Prevention): _____ |
| Remedial Education Services: _____ | Utility Cut-Off Prevention: _____     |
| Life Skills: _____                 | Food Provisions: _____                |
| Outreach to un-sheltered: _____    | Soup Kitchen/Meals: _____             |
| Job Training/Placement: _____      | Other: _____                          |

#### **Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

#### **Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

#### **Project Accomplishments:**

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.





**EMERGENCY SHELTER GRANT AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND  
The Salvation Army**

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and The Salvation Army, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is P. O. Box 28369, Las Vegas, NV 89126. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2010, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

**I. SCOPE OF SERVICE**

**A. SUBRECIPIENT RESPONSIBILITIES**

SUBRECIPIENT will be responsible for administering a FY 2009/10 ESG-funded project known as Homeless Shelter to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Thirty thousand (\$30,000) in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

**B. TIME OF PERFORMANCE**

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2009 through June 30, 2010, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

**II CITY GENERAL CONDITIONS**

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

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

**B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

### **C. INDEMNIFICATION**

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include 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**

Projects and 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG 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 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 conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

## **E. RIGHT TO REVIEW AND AUDIT**

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

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

## **F. INSURANCE**

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

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

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

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

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

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

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

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

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

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

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

#### **G. IRS REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed 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**

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

#### **I. AGREEMENT REVISIONS**

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

#### **J. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

### **III. FEDERAL GENERAL CONDITIONS**

#### **A. RELIGIOUS ACTIVITIES**

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

#### **B. POLITICAL ACTIVITIES**

SUBRECIPIENT will comply with this section, which prohibits the use of ESG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

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

#### **C. PROGRAM INCOME**

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

#### **DISPOSITION OF PROGRAM INCOME**

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

#### **D. OTHER PROGRAM REQUIREMENTS**

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

**1. GENERAL--24 CFR 576**

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--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 SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

**3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE 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 Emergency Shelter Grant funds.

**4. ENVIRONMENTAL STANDARDS**

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**

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**

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide



regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

**7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

**8. LEAD-BASED PAINT**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

**9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS**

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 24 CFR Part 576.57**

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

**11. CONFLICT OF INTEREST 24 CFR Part 576.57**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

## **E. DRUG-FREE WORKPLACE**

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

## **F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any ESG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of ESG funds.

## **G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

## **H. AMERICANS WITH DISABILITIES ACT**

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

## **IV. FINANCIAL MANAGEMENT**

### **A. AUDIT REQUIREMENTS**

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

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. 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 aggregate, conduct an A-133 audit.

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

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

### **B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. 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 SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

### **C. FINANCIAL RECORDKEEPING**

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

### **D. RECORDS**

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

### **E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Project budget (Exhibit "B") and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

### **F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Project budget expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are ESG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in Exhibit "A" Scope of Services Description of this Agreement.

### **G. UNEXPENDED FUNDS**

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, twenty-five percent (25%) of the ESG grant award provided by this agreement must be spent by September 30<sup>th</sup> of the fiscal year the funds are awarded, fifty percent (50%) by December 31<sup>st</sup> and seventy five percent (75%) by March 31. The City's fiscal year is from July 1<sup>st</sup> – June 30<sup>th</sup>. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31<sup>st</sup> of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31<sup>st</sup> in order for any Request for Funds to be processed. The remaining funds must be spent and drawn down by June 30<sup>th</sup> of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this

Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

## **H. ACCOUNTING METHODS**

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG 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.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

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

### **B. TERMINATION PROCEDURES**

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

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

### **C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

#### D. NOTIFICATION OF AGENCY CHANGES

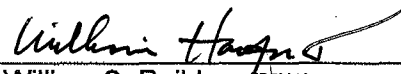
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

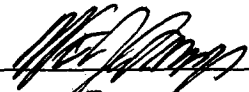
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

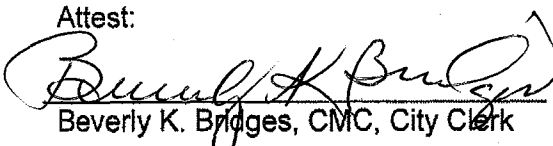
CITY OF LAS VEGAS

The Salvation Army

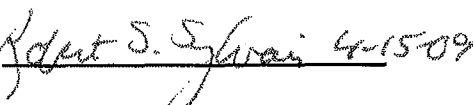
  
Oscar B. Goodman, Mayor

  
Major William S. Raihl, William Harfoot  
Clark County Coordinator Vice President

  
Attest: Walter Fuge, Ass't Treasurer

Attest:  
  
Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM:  4-15-09

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 2900 Palomino Lane as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53. SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Homeless Shelter

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Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2010 reflecting services for the previous fiscal year (July 1, 2009 through June 30, 2010), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of



services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

SUBRECIPIENT shall also provide the following data on a monthly basis, where applicable:

1-Number of unduplicated clients provided Life Skills training\_\_\_\_\_.

2-Number of unduplicated clients provided Job Skills training\_\_\_\_\_.

## EXHIBIT "B"

### PROJECT BUDGET EXPENDITURES ELIGIBLE FOR REIMBURSEMENT The Salvation Army

Fiscal Year 2009-/2010- Emergency Shelter Grant Program Funds

|                                                                                                                                                                                                                                                                                                                                                                                       |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>SHELTER OPERATIONS</b>                                                                                                                                                                                                                                                                                                                                                             |          |
| (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)                                                                                                                               | \$30,000 |
| <b>ESSENTIAL SERVICES TO THE HOMELESS*</b>                                                                                                                                                                                                                                                                                                                                            |          |
| Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives). | \$       |
| <b>HOMELESS PREVENTION*</b>                                                                                                                                                                                                                                                                                                                                                           |          |
| (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.                                                                                                                                                                                                                     | \$       |
| <b>INDIRECT/ADMINISTRATIVE COSTS**</b>                                                                                                                                                                                                                                                                                                                                                |          |
| (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)                                                                                                                                                                             | \$       |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                          |          |
|                                                                                                                                                                                                                                                                                                                                                                                       | \$30,000 |

\*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

\*\*Funds in this line-item are subject to the limitations in 42 USC 11378

## EXHIBIT "C"

### CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

#### INCOME NOT TO EXCEED

| FAMILY SIZE | EXTREMELY LOW<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(80%) |
|-------------|----------------------------------|--------------------------|---------------------|
| 1           | \$13,700 or less                 | \$22,900                 | \$36,600            |
| 2           | \$15,700 or less                 | \$26,150                 | \$41,850            |
| 3           | \$17,650 or less                 | \$29,450                 | \$47,050            |
| 4           | \$19,600 or less                 | \$32,700                 | \$52,300            |
| 5           | \$21,150 or less                 | \$35,300                 | \$56,500            |
| 6           | \$22,750 or less                 | \$37,950                 | \$60,650            |
| 7           | \$24,300 or less                 | \$40,550                 | \$64,850            |
| 8           | \$25,850 or less                 | \$43,150                 | \$69,050            |

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March 19, 2009.

**EXHIBIT "D" – Part I**  
**Emergency Shelter Grant Beneficiaries**  
**Monthly Report**

**RESIDENTIAL (SHELTER) SERVICES:**

July 1st through June 30th

**Project Title:** Homeless Shelter

**Shelter Type:**

**Total # Beds/Spaces Available in:**

Barracks/Warehouse: \_\_\_\_\_ Scattered Site Apartment: \_\_\_\_\_  
 Group / Large House: \_\_\_\_\_ Mobile Home / Trailer: \_\_\_\_\_  
 Single Family Detached House(s): \_\_\_\_\_ Hotel / Motel: \_\_\_\_\_  
 Other: \_\_\_\_\_ # Mats on the Floor: \_\_\_\_\_

**Shelter Services:** Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: \_\_\_\_\_ Lowest # People Sheltered: \_\_\_\_\_  
 Date/Day of Week: \_\_\_\_\_ Date / Day of Week: \_\_\_\_\_  
 # of Adults: \_\_\_\_\_ # of Adults: \_\_\_\_\_  
 # Children: \_\_\_\_\_ # Children: \_\_\_\_\_

**Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount + Total Project Budget)

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

On an average day, approximate percentages of:

Unaccompanied 18 and over Male \_\_\_\_\_ % Unaccompanied 18 and over Female \_\_\_\_\_ %  
 Unaccompanied under 18 Male \_\_\_\_\_ % Unaccompanied under 18 Female \_\_\_\_\_ %

Families with Children, headed by:

Adult(s) 18 and over Male \_\_\_\_\_ % Female \_\_\_\_\_ %  
 Youth 18 and under Male \_\_\_\_\_ % Female \_\_\_\_\_ %

On an average day, approximate percentage who are:

% of entire population

Battered Spouse: \_\_\_\_\_ % Alcohol or Drug Dependent: \_\_\_\_\_ %  
 Runaway/Throwaway Youth: \_\_\_\_\_ % Elderly: \_\_\_\_\_ %  
 Chronically Mentally Ill: \_\_\_\_\_ % Veterans: \_\_\_\_\_ %  
 Developmentally Disabled: \_\_\_\_\_ % Physically Disabled: \_\_\_\_\_ %  
 HIV / AIDS Infected: \_\_\_\_\_ % Other: \_\_\_\_\_ %

% of entire population

**EXHIBIT "D" – Part II**  
**Emergency Shelter Grant Beneficiaries**  
**Annual Report**

**NON-RESIDENTIAL SERVICES:**

July 1st through June 30th

Project Title: \_\_\_\_\_

**Service Type(s):**

Please report the number of participants receiving the following types of service(s):

|                                    |                                       |
|------------------------------------|---------------------------------------|
| Needs Assessment/Referral: _____   | Transportation Assistance: _____      |
| Case Management: _____             | Employment Assistance: _____          |
| Counseling: _____                  | Child Care Assistance: _____          |
| Addictions Treatment: _____        | Rental Assistance (Prevention): _____ |
| Remedial Education Services: _____ | Utility Cut-Off Prevention: _____     |
| Life Skills: _____                 | Food Provisions: _____                |
| Outreach to un-sheltered: _____    | Soup Kitchen/Meals: _____             |
| Job Training/Placement: _____      | Other: _____                          |

**Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

**Project Accomplishments:**

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.

**EMERGENCY SHELTER GRANT AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND  
Shade Tree**

THIS AGREEMENT, made and entered into this 18th day of March, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Shade Tree, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1 W. Owens Ave., N. Las Vegas, NV 89030 . This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2010, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

**I. SCOPE OF SERVICE**

**A. SUBRECIPIENT RESPONSIBILITIES**

SUBRECIPIENT will be responsible for administering a FY 2009/10 ESG-funded project known as Emergency Shelter to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Thirty Five Thousand Two Hundred Sixty Nine (\$35,269) in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

**B. TIME OF PERFORMANCE**

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2009 through June 30, 2010, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

**II CITY GENERAL CONDITIONS**

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

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

**B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except

with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

### **C. INDEMNIFICATION**

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include 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**

Projects and 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. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG 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 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 conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.



## **E. RIGHT TO REVIEW AND AUDIT**

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

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

## **F. INSURANCE**

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

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

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

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

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

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

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

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

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

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

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

#### **G. IRS REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed 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**

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

#### **I. AGREEMENT REVISIONS**

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

#### **J. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

### **III. FEDERAL GENERAL CONDITIONS**

#### **A. RELIGIOUS ACTIVITIES**

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

#### **B. POLITICAL ACTIVITIES**

SUBRECIPIENT will comply with this section, which prohibits the use of ESG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

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

#### **C. PROGRAM INCOME**

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

#### **DISPOSITION OF PROGRAM INCOME**

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

#### **D. OTHER PROGRAM REQUIREMENTS**

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

**1. GENERAL--24 CFR 576**

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--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 SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

**3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE 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 Emergency Shelter Grant funds.

**4. ENVIRONMENTAL STANDARDS**

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**

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**

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Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

## **7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

## **8. LEAD-BASED PAINT**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

## **9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS**

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 24 CFR Part 576.57**

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

## **11. CONFLICT OF INTEREST 24 CFR Part 576.57**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-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 providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

## **E. DRUG-FREE WORKPLACE**

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

## **F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any ESG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of ESG funds.

## **G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

## **H. AMERICANS WITH DISABILITIES ACT**

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

## **IV. FINANCIAL MANAGEMENT**

### **A. AUDIT REQUIREMENTS**

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

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. 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 aggregate, conduct an A-133 audit.

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

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

### **B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. 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 SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

### **C. FINANCIAL RECORDKEEPING**

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

### **D. RECORDS**

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

### **E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Project budget (Exhibit "B") and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

### **F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Project budget expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are ESG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in Exhibit "A" Scope of Services Description of this Agreement.

### **G. UNEXPENDED FUNDS**

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, twenty-five percent (25%) of the ESG grant award provided by this agreement must be spent by September 30<sup>th</sup> of the fiscal year the funds are awarded, fifty percent (50%) by December 31<sup>st</sup> and seventy five percent (75%) by March 31. The City's fiscal year is from July 1<sup>st</sup> – June 30<sup>th</sup>. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31<sup>st</sup> of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31<sup>st</sup> in order for any Request for Funds to be processed. The remaining funds must be spent and drawn down by June 30<sup>th</sup> of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this

Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

## **H. ACCOUNTING METHODS**

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG 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.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

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

### **B. TERMINATION PROCEDURES**

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

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

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

### **C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

#### D. NOTIFICATION OF AGENCY CHANGES

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

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

CITY OF LAS VEGAS

Shade Tree

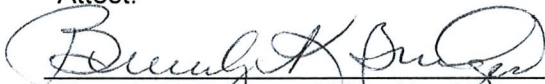


Oscar B. Goodman, Mayor



Marlene Richter  
Executive Director

Attest:

  
Beverly K. Bridges, CMC, City Clerk

Council Action March 18, 2009

APPROVED AS TO FORM:

  
Robert S. Efrain 4-15-09

**EXHIBIT "A"**  
**SCOPE OF SERVICES DESCRIPTION**

**A. PROGRAM DESCRIPTION**

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1 W. Owens Ave. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Emergency Shelter

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Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2010 reflecting services for the previous fiscal year (July 1, 2009 through June 30, 2010), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of

services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

SUBRECIPIENT shall also provide the following data on a monthly basis, where applicable:

1-Number of unduplicated clients provided Life Skills training\_\_\_\_\_.

2-Number of unduplicated clients provided Job Skills training\_\_\_\_\_.

## EXHIBIT "B"

### PROJECT BUDGET EXPENDITURES ELIGIBLE FOR REIMBURSEMENT Shade Tree

#### Fiscal Year 2009-/2010- Emergency Shelter Grant Program Funds

| SHELTER OPERATIONS                                                                                                                                                                                                                                      |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.) | \$35,269 |

| ESSENTIAL SERVICES TO THE HOMELESS*                                                                                                                                                                                                                                                                                                                                                   |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives). | \$ |

| HOMELESS PREVENTION*                                                                                                                                              |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc. | \$ |

| INDIRECT/ADMINISTRATIVE COSTS**                                                                                                                                                                           |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.) | \$ |

|              |                 |
|--------------|-----------------|
| <b>TOTAL</b> | <b>\$35,269</b> |
|--------------|-----------------|

\*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

\*\*Funds in this line-item are subject to the limitations in 42 USC 11378

## EXHIBIT "C"

### CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

| FAMILY SIZE | <u>INCOME NOT TO EXCEED</u>      |                          |                     |
|-------------|----------------------------------|--------------------------|---------------------|
|             | EXTREMELY LOW<br>INCOME<br>(30%) | VERY LOW INCOME<br>(50%) | LOW INCOME<br>(80%) |
| 1           | \$13,700 or less                 | \$22,900                 | \$36,600            |
| 2           | \$15,700 or less                 | \$26,150                 | \$41,850            |
| 3           | \$17,650 or less                 | \$29,450                 | \$47,050            |
| 4           | \$19,600 or less                 | \$32,700                 | \$52,300            |
| 5           | \$21,150 or less                 | \$35,300                 | \$56,500            |
| 6           | \$22,750 or less                 | \$37,950                 | \$60,650            |
| 7           | \$24,300 or less                 | \$40,550                 | \$64,850            |
| 8           | \$25,850 or less                 | \$43,150                 | \$69,050            |

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March 19, 2009.



# EXHIBIT "D" – Part I

## Emergency Shelter Grant Beneficiaries

### Monthly Report

#### RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: Emergency Shelter

**Shelter Type:**

**Total # Beds/Spaces Available in:**

Barracks/Warehouse: \_\_\_\_\_ Scattered Site Apartment: \_\_\_\_\_

Group / Large House: \_\_\_\_\_ Mobile Home / Trailer: \_\_\_\_\_

Single Family Detached House(s): \_\_\_\_\_ Hotel / Motel: \_\_\_\_\_

Other: \_\_\_\_\_ # Mats on the Floor: \_\_\_\_\_

**Shelter Services:** Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: \_\_\_\_\_ Lowest # People Sheltered: \_\_\_\_\_

Date/Day of Week: \_\_\_\_\_ Date / Day of Week: \_\_\_\_\_

# of Adults: \_\_\_\_\_ # of Adults: \_\_\_\_\_

# Children: \_\_\_\_\_ # Children: \_\_\_\_\_

**Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
(ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

**Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

On an average day, approximate percentages of:

|                           |      |         |                           |        |         |
|---------------------------|------|---------|---------------------------|--------|---------|
| Unaccompanied 18 and over | Male | _____ % | Unaccompanied 18 and over | Female | _____ % |
| Unaccompanied under 18    | Male | _____ % | Unaccompanied under 18    | Female | _____ % |

Families with Children, headed by:

|                      |      |         |        |         |
|----------------------|------|---------|--------|---------|
| Adult(s) 18 and over | Male | _____ % | Female | _____ % |
| Youth 18 and under   | Male | _____ % | Female | _____ % |

On an average day, approximate percentage who are:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| % of entire population            | % of entire population             |
| Battered Spouse: _____ %          | Alcohol or Drug Dependent: _____ % |
| Runaway/Throwaway Youth: _____ %  | Elderly: _____ %                   |
| Chronically Mentally Ill: _____ % | Veterans: _____ %                  |
| Developmentally Disabled: _____ % | Physically Disabled: _____ %       |
| HIV / AIDS Infected: _____ %      | Other: _____ %                     |

# EXHIBIT "D" – Part II

## Emergency Shelter Grant Beneficiaries

### Annual Report

#### NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: \_\_\_\_\_

#### **Service Type(s):**

Please report the number of participants receiving the following types of service(s):

|                                    |                                       |
|------------------------------------|---------------------------------------|
| Needs Assessment/Referral: _____   | Transportation Assistance: _____      |
| Case Management: _____             | Employment Assistance: _____          |
| Counseling: _____                  | Child Care Assistance: _____          |
| Addictions Treatment: _____        | Rental Assistance (Prevention): _____ |
| Remedial Education Services: _____ | Utility Cut-Off Prevention: _____     |
| Life Skills: _____                 | Food Provisions: _____                |
| Outreach to un-sheltered: _____    | Soup Kitchen/Meals: _____             |
| Job Training/Placement: _____      | Other: _____                          |

#### **Number of Individuals Served:**

Unduplicated # Served this year \_\_\_\_\_ ESG Percent of Budget \_\_\_\_\_  
 (ESG Amount ÷ Total Project Budget)

Average number served daily \_\_\_\_\_

#### **Participant Characteristics:**

Please report the number of participants who fell into the following categories:

| A                                      | B                    | C                      | D                         | E                           |
|----------------------------------------|----------------------|------------------------|---------------------------|-----------------------------|
| Race Category                          | Monthly Client Total | Monthly Hispanic Total | Year To Date Client Total | Year to Date Hispanic Total |
| White                                  |                      |                        |                           |                             |
| Black/African American                 |                      |                        |                           |                             |
| Asian                                  |                      |                        |                           |                             |
| American Indian/Alaskan                |                      |                        |                           |                             |
| Native Hawaiian/Other Pac. Islander    |                      |                        |                           |                             |
| American Indian Alaskan Native & White |                      |                        |                           |                             |
| Asian & White                          |                      |                        |                           |                             |
| Black & White                          |                      |                        |                           |                             |
| American Indian/Alaskan Native & Black |                      |                        |                           |                             |
| Other Multi Racial                     |                      |                        |                           |                             |

#### **Project Accomplishments:**

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.