

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

THIS AGREEMENT is made and entered into this 1st day of July 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Aid for AIDS of Nevada (AFAN)**, (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 701 Shadow Lane #170 Las Vegas, NV, 89106.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

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

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

WHEREAS, the Project Sponsor has established the Program more fully described below, which provides certain beneficial services to persons with HIV/AIDS and their families; and

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

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

I SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2011-2012 HOPWA-Funded program known as **AFAN Homeless Prevention Services** (the "Program"). The Project Sponsor agrees to provide **STRMU, Supportive Services, Housing Operations, TBRA**, which are eligible activities under the HOPWA Program. The Program is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The total amount to be provided by the City under this Agreement shall not exceed **\$638,349** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description and in accordance with the HOPWA Program rules and regulations, and the HOPWA Project Sponsor Program Manual (the "HOPWA Program Manual") issued by the Parks, Recreation and Neighborhood Services Department (PRNS) of the City.

II TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2011, through June 30, 2012 (the "Program Year"). Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated by, or received from HUD for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III CLIENT DOCUMENTATION

The Project Sponsor is required to maintain documentation on clients benefiting from activities and programs funded through the City's HOPWA program. As a condition of receiving the HUD grant, the City, and in turn the Project Sponsor, must certify that low- and moderate-income persons diagnosed with HIV/AIDS qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached and incorporated herein as a part of this Agreement. In addition to the certification, HUD also requires the following client data: race and ethnic background; number of female head of households; verification of Clark County residency; and, number of very- low income clients. All HOPWA clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. The City and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of diagnosis, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Project Sponsor must follow the requirements of the HOPWA Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The HOPWA Manual is located on the City of Las Vegas Website, and will be provided on CD to the Project Sponsor, if so requested.

IV CITY GENERAL CONDITIONS

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

The Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the HOPWA Program Manual concerning the HOPWA Program, a copy of

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

The City, its officers and employees shall be named as additional insured parties under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

The adequacy of the insurance supplied by the Project Sponsor, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

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

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT (CHAPTER 15, TITLE 5, US CODE)

The Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR PART 84)

For purposes of this Agreement, "Program Income" includes, but is not limited to, the following:

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

The Project Sponsor agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Project Sponsor agrees to notify the PRNS Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Project Sponsor to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Project Sponsor that the Program Income will be used only for the benefit of the Program, and for no other purpose. Any Program Income retained by the Project Sponsor may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

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

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

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

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

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

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

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

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

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

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

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

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

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

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

8. LEAD-BASED PAINT (24 CFR 574.635)

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

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

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

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

11. CONFLICT OF INTEREST (24 CFR 574.625 AND 24 CFR 85.36(b)(3))

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. Failure to ensure access of limited English proficiency (LEP) persons to HUD benefits may violate the protections of Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

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

J. CONFIDENTIALITY (24 CFR 574.440)

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

VI FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. The Project Sponsor is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor as non-compliant. This means that no funds may be drawn until the PRNS Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the HOPWA Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Project Sponsor requesting payment of Program expenditures must be for expenditures identified within the Program Budget, and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms required pursuant to Section B of the Program Description. The Project Sponsor shall not make any changes in the Program Budget unless approval is obtained in writing from the City.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

The HOPWA Funding must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the HOPWA Funding must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA Funding are hereby imposed: (i) a minimum of ten percent (10%) must be expended by September 30th; fifty percent (50%) must be expended by December 31st and seventy-five percent (75%) must be expended by March 30th of the Program, or the unspent HOPWA Funding for each deadline may be reprogrammed by the City. The Request for the Release of Funds Form and the Monthly HOPWA Reporting Form, Exhibits C and D, respectively, attached to this Agreement, must be completed and received by the City for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th of the Program Year. All funds must be expended by June 30th of the Program year with the Request for Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th of the Program Year.

In the event that the HOPWA Funding allocated for this Agreement is not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the PRNS Director or his or her designee. In addition to the right to reprogram the unspent HOPWA Funding, if the Project Sponsor fails to utilize all of the HOPWA Funding allocated under this Agreement, the City reserves the right to decrease any future request for HOPWA funds submitted by the Project Sponsor to the City by the amount of HOPWA Funding which has not been spent pursuant to this Agreement. Unless otherwise agreed to by the City, unspent HOPWA Funding cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

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

H. ACCOUNTING METHODS

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

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its

financial management. Project Sponsor will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

- 4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, the Project Sponsor must dispose of such real property in a manner which results in the reimbursement of the HOPWA Funds or the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Project Sponsor:

- (i) fails to operate the Program in the manner represented to the City in its application requesting funding under the HOPWA Program and as required under this Agreement;
- (ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;
- (iii) fails to provide or maintain the insurance required in Section IV F above;
- (iv) a petition in bankruptcy is filed by or against the Project Sponsor, an assignment by the Project Sponsor is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Project Sponsor or the Property, or the Project Sponsor is adjudicated to be bankrupt; or
- (v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Project Sponsor pursuant to Section VII E below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Project Sponsor hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

- (i) Temporarily withhold disbursement of the HOPWA Funding pending correction of the default by the Project Sponsor;
- (ii) Disallow use of the HOPWA Funding for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;
- (iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of the HOPWA Funding for the Program;
- (iv) Withhold further awards for the Program or any other program of the Project Sponsor;
- (v) Terminate the Agreement and permanently cease any further disbursement of the HOPWA Funding hereunder;
- (vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Project Sponsor; or
- (vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Project Sponsor stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Project Sponsor. If the City elects to terminate this Agreement as provided herein, the Project Sponsor agrees, if so demanded by the City, to repay the HOPWA Funding to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Project Sponsor and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Project Sponsor and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of \$25,000 or more in the amount of the HOPWA Funding to be provided under this Agreement, or (ii) the Director of the Economic and Urban Development Department, if the amendment provides an increase of less than \$25,000 in the amount of the Project Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the HOPWA Funding provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

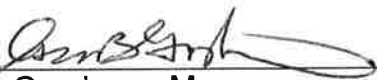
F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

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

CITY OF LAS VEGAS

Aid for AIDS of Nevada (AFAN)



Oscar B. Goodman, Mayor



Jennifer Morss, Executive Director

Attest:



Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #46

Approved as to form:  6-28-11
Bob Sylvain,
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide short-term mortgage/rental/utility assistance and supportive services to clients with HIV/AIDS and their families.
2. Tasks to be Performed:
STRMU, Supportive Services, Housing Operations, TBRA
3. Level of Service to be Provided and Measurable Goals for Grant period:
Short-term mortgage/rental/utility assistance, supportive services, housing assistance and long term housing to approx. 800 persons a month who are pending Social Security Disability and/or Supplemental Security Income. per the Goals and Objectives Form (Exhibit E)

The Project Sponsor hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program. All clients must be low or moderate residents of Clark County HIV/AIDS affected or infected.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or from the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form, Exhibit "D" attached to the Agreement, shall accompany each Request for Reimbursement of Funds, Exhibit "C" attached to the Agreement. The failure to complete and submit the Monthly HOPWA Reporting Form in a timely manner may result in the delay or denial of reimbursement to the Project Sponsor for eligible Program expenses.

The Monthly HOPWA Reporting Form Report shall contain, but not be limited to, the following data:

- (i) Total unduplicated (new) clients, families, and other persons served including the monthly numbers and year to date numbers. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance);
- (ii) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year; and
- (iii) Statement of Program goals cited in the Project Sponsor's application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Monthly HOPWA Reporting Form shall be forwarded to the City of Las Vegas Parks, Recreation and Neighborhood Services Department, ATTN: 400 Stewart Avenue, Las Vegas, Nevada, 89101, no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Services Program Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within the time permitted in Section VII A of the Agreement, after being notified by the City, then the City shall have the right to implement whatever remedy is determined to be appropriate as permitted pursuant to Section VII B of the Agreement.

EXHIBIT "B"
PROGRAM BUDGET

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

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

City Council Recommendation: \$638,349

<u>HOPWA Eligible Activity</u>	<u>Budgeted Amount</u>	<u>Anticipated Clients</u>
STRMU	\$225,072	780
Supportive Services	\$104,391	360
Housing Information Services		
Housing Operations	\$116,911	20
Housing Rehab		
Tenant Based Rental Assistance	\$147,291	16
Admin (7%)	\$44,684	

EXHIBIT "C"
REQUEST FOR RELEASE OF FUNDS

This form must be used to request disbursement of the HOPWA Funding by the City for reimbursement of eligible expenditures incurred by the Project Sponsor for the 2011/2012 Fiscal Year. The failure to properly complete and submit this form, along with the submission of proper back-up documentation evidencing the expenditure, such as, copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Aid for AIDS of Nevada (AFAN)	Phone: 3822326
Project: AFAN Homeless Prevention Services	FAX: 3661609
Contact Person: Jennifer Morss	E-mail: jennifer@afanlv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU	\$225,072			
Supportive Services	\$104,391			
Housing Placement Services				
Housing Operations	\$116,911			
Tenant Based Rental Assistance	\$147,291			
Administration	\$44,684			
TOTAL	\$638,349			

Signature

Date

EXHIBIT "D"

MONTHLY HOPWA REPORTING FORM

Name of Agency:

Aid for AIDS of Nevada (AFAN)

Period Covered: (MO/YY) – (MO/YY)

From:

To:

Program/Activity Name:

AFAN Homeless Prevention Services

General HUD Information

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

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

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

Supportive Services					
Food Vouchers					
Clients referred to Services					
Total Spent on these specific program components					
STRMU Monthly Expenditures					
TBRA Monthly Expenditures					
Housing Operations Monthly Expenditures					
Food Vouchers Monthly Expenditures					

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

EXHIBIT "E"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Housing Opportunities for Persons With Aids (HOPWA) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,700	less than \$22,800	less than \$36,500
2	less than \$15,650	less than \$26,050	less than \$41,700
3	less than \$17,600	less than \$29,300	less than \$46,900
4	less than \$19,550	less than \$32,550	less than \$52,100
5	less than \$21,150	less than \$35,200	less than \$56,300
6	less than \$22,700	less than \$37,800	less than \$60,450
7	less than \$24,250	less than \$40,400	less than \$64,650
8	less than \$25,850	less than \$43,000	less than \$68,800

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 May 31, 2011.

EXHIBIT "F"
PARKS, RECREATION, & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Anticipated Program Outcomes: Complete the chart below to describe the most significant outcome(s) this program is expected to accomplish involving its HOPWA FUNDED participants. Provide the number of households and/or individuals that will benefit from each outcome. Also, explain how each outcome will be measured.

Outcome #1 Describe how participants will benefit and how many are expected to realize this outcome.	
STRMU: AFAN Homeless Prevention Program will serve approximately 65 individuals/families per month with housing and utility assistance. Client eligibility requirements are: proof of HIV/AIDS diagnosis; pending a short- or long-term disability pay source (i.e., Social Security, Social Security Disability and/or Veterans Affairs Benefits); and in danger of homelessness. AFAN's Case Managers and Social Workers assist clients in developing housing plans. Housing plans integrate all pertinent client data, including social and medical needs, with the goal of establishing overall client wellness and eventual client self-sufficiency. AFAN's Case Managers and Social Workers monitor client plans monthly. Once a client is approved for financial benefits, or they reach a point of self-sufficiency, AFAN will assist in their transition into long-term housing and continue to serve their ongoing needs for supportive services, as necessary. Clients are fully aware of their plans, signatures are obtained, and clients are involved in monthly monitoring to ensure their awareness of their plan successes and challenges.	
Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Client Assessment, Housing placement (short- and long-term), eligibility assistance, information and referrals.	Approximately 65 clients per month will receive direct housing assistance, utility assistance and supportive services.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.	
Outcomes are measured by tracking clients through AFAN's <i>CareWare</i> system, while interfacing with the client. This system tracks the number of clients receiving financial assistance referrals and care coordination as well as other services provided by other Ryan White Part A providers. Additionally, AFAN's <i>CareWare</i> system provides detailed information regarding client services, client demographics, and referrals to collaborating agencies. On a monthly basis, AFAN's Case Managers and Social Workers evaluate the client's current pending status for short- or long-term benefits and other pertinent information. Once clients are approved for financial benefits or reach a point of self-sufficiency, the Case Managers or Social Workers review housing programs with the clients and make appropriate referrals. Housing plans are tailored to each client, and serve as a tool to address social, medical and financial needs, with the goal of client self-sufficiency. All plans address long-term stable housing needs. Referrals to housing programs that are available to the general public are utilized as well, in an effort to encourage self-sufficiency.	

Outcome #2 Describe how participants will benefit and how many are expected to realize this outcome.	
Supportive Services (Eligibility): Approximately 30 clients per month will receive supportive services to establish necessary eligibility documentation including: Nevada identification, birth certificates, immigration documentation, Sheriff cards, and health cards. These are a requirement for accessing HOPWA, emergency utility assistance, and other supportive services, as well as United States job eligibility and placement. Supportive services also assist clients with utility bills, accessing HIV-related medications, and other expenses relating to increased self-sufficiency. Clients are fully aware of their plans, signatures are obtained, and clients are involved in ongoing monitoring to ensure their awareness of their plan successes and challenges.	
Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Client assessment, assistance with necessary eligibility requirements, long-term stable housing, and referrals.	Approximately 30 clients per month will receive supportive services assistance, including identification assistance utility assistance, long-term placement and referrals.

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

Outcomes are measured by tracking clients through AFAN's internal *CareWare* system, while interfacing with the client. The system tracks the number of clients receiving all services from AFAN and maintains reporting capabilities based on grant source, household income/size, etc. *CareWare* is a HUD approved system with HMIS capabilities and exceeds all current reporting systems analysis. *CareWare* provides detailed information regarding client services, client demographics, referrals to any agency collaborating with AFAN as well as client outcomes. As client cases progress, AFAN maintains an integral position for the growth and development of client care through other supportive services including case management, transportation assistance, medication assistance, COBRA continuation, HIV education and prevention programs, nutritional counseling, and monthly food vouchers. AFAN's wide array of programs serve as an ongoing point of contact with clients and better enable us to monitor client outcomes and assist as needed.

Outcome #3 Describe how participants will benefit and how many are expected to realize this outcome.

TBRA (Parent-and-Me): Approximately 16 single parents will be served with subsidized housing and utility assistance for one year. Client eligibility requirements are: proof of HIV/AIDS diagnosis; limited income; in danger of homelessness; and pregnant or the single parent of one or more children. AFAN's Case Managers and Social Workers work with eligible clients to develop long-term, client-centered housing plans (which include utility services). Housing plans integrate all pertinent client data, including social and medical needs, with the goal of establishing overall client wellness and eventual client self-sufficiency. All enrolled clients must make a commitment to moving towards self-sufficiency, by agreeing to weekly meetings with an AFAN Case Manager or Social Worker, monthly Life-Skills Groups, donating volunteer hours to local non-profit agencies, and participating in pertinent mental health/drug addiction counseling sessions. Daycare services will be provided for the children while clients are attending groups and fulfilling their commitments. At the end of one year, successful clients will obtain permanent housing; have a long-term pay source; benefit from increased knowledge regarding nutrition, household budgets, parenting skills, and safe/healthy behaviors and enjoy a more stable overall living environment, while actively participating in primary healthcare. Clients are fully aware of their plans, signatures are obtained, and clients are involved in ongoing monitoring to ensure their awareness of their plan successes and challenges.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Weekly monitoring by assigned Care Mngr./Social Worker	16 single parents/pregnant women and 32 infected/affected children and 8 individuals obtain new/improved life-skills which will lead to more stable living environments
Participant attendance at monthly groups	
Community partnerships with medical/counseling.	

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

Outcomes are measured by tracking clients through AFAN's internal *CareWare* system, while interfacing with the client. The system tracks the number of clients receiving all services from AFAN and maintains reporting capabilities based on grant source, household income/size, etc. *CareWare* is a HUD approved system with HMIS capabilities and exceeds all current reporting systems analysis. *CareWare* provides detailed information regarding client services, client demographics, referrals to any agency collaborating with AFAN as well as client outcomes. As client cases progress, AFAN maintains an integral position for the growth and development of client care through other supportive services including case management, transportation assistance, medication assistance, COBRA continuation, HIV education and prevention programs, nutritional counseling, and monthly food vouchers. AFAN's wide array of programs serve as an ongoing point of contact with clients and better enable us to monitor client outcomes and assist as needed.

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

Housing Operations: In June 2011, AFAN became the owner of the properties at 2140 Vegas Drive, formally known as the Caminar housing properties. Operating the facility formerly referred to as Acacia Gardens and Pedregal House requires 24-hour staffing and general operating expenses. All enrolled clients, in these programs, must make a commitment to moving towards self-sufficiency by agreeing to weekly meetings with an AFAN Case Manager or Social Worker, monthly Life-Skills Groups, donating volunteer hours to local non-profit agencies, and participating in pertinent mental health/drug addiction counseling sessions. At the end of one year, successful clients will have stabilized housing; have a long-term pay source; benefit from increased knowledge regarding nutrition, household budgets, life skills, and safe/healthy behaviors and enjoy a more stable overall living environment, while actively participating in primary healthcare. Clients are fully aware of their plans, signatures are obtained, and clients are involved in ongoing monitoring to ensure their awareness of their plan successes and challenges.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Hire and maintain highest quality trained staff	20 clients will obtain permanent housing, establish stable income; benefit from increased knowledge regarding nutrition, budgeting, life skills, a stable living environment
Weekly assessments of client participation and goal setting	
Cultivating existing/new community partnerships	

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

Outcomes are measured by tracking clients through AFAN's internal *CareWare* system, while interfacing with the client. The system tracks the number of clients receiving all services from AFAN and maintains reporting capabilities based on grant source, household income/size, etc.. *CareWare* is a HUD approved system with HMIS capabilities and exceeds all current reporting systems analysis. *CareWare* provides detailed information regarding client services, client demographics, referrals to any agency collaborating with AFAN as well as client outcomes. As client cases progress, AFAN maintains an integral position for the growth and development of client care through other supportive services including case management, transportation assistance, medication assistance, COBRA continuation, HIV education and prevention programs, nutritional counseling, and monthly food vouchers. AFAN's wide array of programs serve as an ongoing point of contact with clients and better enable us to monitor client outcomes and assist as needed.

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide short-term mortgage/rental/utility assistance and supportive services to clients with HIV/AIDS and their families.
2. Tasks to be Performed:
STRMU, Supportive Services, Housing Operations, Tenant Based Rental Assistance (TBRA), case management, life skills, and educational classes.
3. Level of Service to be Provided and Measurable Goals for Grant period:
Provide Short-term mortgage/rental/utility assistance, supportive services, housing assistance and long term housing to approximately 1,176 persons a year who are pending Social Security Disability and/or Supplemental Security Income. per the Goals and Objectives Form (Exhibit E)

The Project Sponsor hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program. All clients must be low or moderate residents of Clark County HIV/AIDS affected or infected.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or from the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form, Exhibit "D" attached to the Agreement, shall accompany each Request for Reimbursement of Funds, Exhibit "C" attached to the Agreement. The failure to complete and submit the Monthly HOPWA Reporting Form in a timely manner may result in the delay or denial of reimbursement to the Project Sponsor for eligible Program expenses.

The Monthly HOPWA Reporting Form Report shall contain, but not be limited to, the following data:

- (i) Total unduplicated (new) clients, families, and other persons served including the monthly numbers and year to date numbers. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance);
- (ii) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year; and
- (iii) Statement of Program goals cited in the Project Sponsor's application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Monthly HOPWA Reporting Form shall be forwarded to the City of Las Vegas Parks, Recreation and Neighborhood Services Department, ATTN: 400 Stewart Avenue, Las Vegas, Nevada, 89101, no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Services Program Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within the time permitted in Section VII A of the Agreement, after being notified by the City, then the City shall have the right to implement whatever remedy is determined to be appropriate as permitted pursuant to Section VII B of the Agreement.

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide short-term mortgage/rental/utility assistance and supportive services to clients with HIV/AIDS and their families.
2. Tasks to be Performed:
STRMU, Supportive Services, Housing Operations, Tenant Based Rental Assistance (TBRA), case management, life skills, and educational classes.
3. Level of Service to be Provided and Measurable Goals for Grant period:
Provide Short-term mortgage/rental/utility assistance, supportive services, housing assistance and long term housing to approximately 1,176 persons a year who are pending Social Security Disability and/or Supplemental Security Income. per the Goals and Objectives Form (Exhibit E)

The Project Sponsor hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program. All clients must be low or moderate residents of Clark County HIV/AIDS affected or infected.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or from the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form, Exhibit "D" attached to the Agreement, shall accompany each Request for Reimbursement of Funds, Exhibit "C" attached to the Agreement. The failure to complete and submit the Monthly HOPWA Reporting Form in a timely manner may result in the delay or denial of reimbursement to the Project Sponsor for eligible Program expenses.

The Monthly HOPWA Reporting Form Report shall contain, but not be limited to, the following data:

- (i) Total unduplicated (new) clients, families, and other persons served including the monthly numbers and year to date numbers. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance);
- (ii) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year; and
- (iii) Statement of Program goals cited in the Project Sponsor's application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Monthly HOPWA Reporting Form shall be forwarded to the City of Las Vegas Parks, Recreation and Neighborhood Services Department, ATTN: 400 Stewart Avenue, Las Vegas, Nevada, 89101, no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Services Program Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within the time permitted in Section VII A of the Agreement, after being notified by the City, then the City shall have the right to implement whatever remedy is determined to be appropriate as permitted pursuant to Section VII B of the Agreement.

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

THIS AGREEMENT is made and entered into this 1st day of July 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Community Counseling Center**, (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 714 E. Sahara Ste. 101 Las Vegas, NV, 89104.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

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

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

WHEREAS, the Project Sponsor has established the Program more fully described below, which provides certain beneficial services to persons with HIV/AIDS and their families; and

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

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

I SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2011-2012 HOPWA-Funded program known as **HIV Supportive Services** (the "Program"). The Project Sponsor agrees to provide **Supportive Services**, which are eligible activities under the HOPWA Program. The Program is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The total amount to be provided by the City under this Agreement shall not exceed **\$116,232** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description and in accordance with the HOPWA Program rules and regulations, and the HOPWA Project Sponsor Program Manual (the "HOPWA Program Manual") issued by the Parks, Recreation and Neighborhood Services Department (PRNS) of the City.

II TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2011, through June 30, 2012 (the "Program Year"). Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated by, or received from HUD for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III CLIENT DOCUMENTATION

The Project Sponsor is required to maintain documentation on clients benefiting from activities and programs funded through the City's HOPWA program. As a condition of receiving the HUD grant, the City, and in turn the Project Sponsor, must certify that low- and moderate-income persons diagnosed with HIV/AIDS qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached and incorporated herein as a part of this Agreement. In addition to the certification, HUD also requires the following client data: race and ethnic background; number of female head of households; verification of Clark County residency; and, number of very- low income clients. All HOPWA clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. The City and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of diagnosis, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Project Sponsor must follow the requirements of the HOPWA Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The HOPWA Manual is located on the City of Las Vegas Website, and will be provided on CD to the Project Sponsor, if so requested.

IV CITY GENERAL CONDITIONS

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

The Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the HOPWA Program Manual concerning the HOPWA Program, a copy of

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

The City, its officers and employees shall be named as additional insured parties under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

The adequacy of the insurance supplied by the Project Sponsor, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

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

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT (CHAPTER 15, TITLE 5, US CODE)

The Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR PART 84)

For purposes of this Agreement, "Program Income" includes, but is not limited to, the following:

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

The Project Sponsor agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Project Sponsor agrees to notify the PRNS Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Project Sponsor to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Project Sponsor that the Program Income will be used only for the benefit of the Program, and for no other purpose. Any Program Income retained by the Project Sponsor may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.
2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.
3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**
The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.
4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
6. **DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING (24 CFR 574.630)**
The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**
The Project Sponsor shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

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

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

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

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

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

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. Failure to ensure access of limited English proficiency (LEP) persons to HUD benefits may violate the protections of Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

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

J. CONFIDENTIALITY (24 CFR 574.440)

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

VI FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. The Project Sponsor is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor as non-compliant. This means that no funds may be drawn until the PRNS Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the HOPWA Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Project Sponsor requesting payment of Program expenditures must be for expenditures identified within the Program Budget, and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms required pursuant to Section B of the Program Description. The Project Sponsor shall not make any changes in the Program Budget unless approval is obtained in writing from the City.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

The HOPWA Funding must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the HOPWA Funding must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA Funding are hereby imposed: (i) a minimum of ten percent (10%) must be expended by September 30th; fifty percent (50%) must be expended by December 31st and seventy-five percent (75%) must be expended by March 30th of the Program, or the unspent HOPWA Funding for each deadline may be reprogrammed by the City. The Request for the Release of Funds Form and the Monthly HOPWA Reporting Form, Exhibits C and D, respectively, attached to this Agreement, must be completed and received by the City for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th of the Program Year. All funds must be expended by June 30th of the Program year with the Request for Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th of the Program Year.

In the event that the HOPWA Funding allocated for this Agreement is not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the PRNS Director or his or her designee. In addition to the right to reprogram the unspent HOPWA Funding, if the Project Sponsor fails to utilize all of the HOPWA Funding allocated under this Agreement, the City reserves the right to decrease any future request for HOPWA funds submitted by the Project Sponsor to the City by the amount of HOPWA Funding which has not been spent pursuant to this Agreement. Unless otherwise agreed to by the City, unspent HOPWA Funding cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

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

H. ACCOUNTING METHODS

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

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its

financial management. Project Sponsor will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

- 4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, the Project Sponsor must dispose of such real property in a manner which results in the reimbursement of the HOPWA Funds or the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Project Sponsor:

- (i) fails to operate the Program in the manner represented to the City in its application requesting funding under the HOPWA Program and as required under this Agreement;
- (ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;
- (iii) fails to provide or maintain the insurance required in Section IV F above;
- (iv) a petition in bankruptcy is filed by or against the Project Sponsor, an assignment by the Project Sponsor is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Project Sponsor or the Property, or the Project Sponsor is adjudicated to be bankrupt; or
- (v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Project Sponsor pursuant to Section VII E below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Project Sponsor hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

- (i) Temporarily withhold disbursement of the HOPWA Funding pending correction of the default by the Project Sponsor;
- (ii) Disallow use of the HOPWA Funding for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;
- (iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of the HOPWA Funding for the Program;
- (iv) Withhold further awards for the Program or any other program of the Project Sponsor;
- (v) Terminate the Agreement and permanently cease any further disbursement of the HOPWA Funding hereunder;
- (vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Project Sponsor; or
- (vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Project Sponsor stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Project Sponsor. If the City elects to terminate this Agreement as provided herein, the Project Sponsor agrees, if so demanded by the City, to repay the HOPWA Funding to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Project Sponsor and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Project Sponsor and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of \$25,000 or more in the amount of the HOPWA Funding to be provided under this Agreement, or (ii) the Director of the Economic and Urban Development Department, if the amendment provides an increase of less than \$25,000 in the amount of the Project Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the HOPWA Funding provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

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

CITY OF LAS VEGAS

Community Counseling Center



Oscar B. Goodman, Mayor



Ron Lawrence, Executive Director

Attest:



Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #46

Approved as to form:  6-29-11

Bob Sylvain,
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide case management to HIV/AIDS clients and their families.
2. Tasks to be Performed:
Supportive Services. Group and individual counseling for HIV/AIDS clients.
3. Level of Service to be Provided and Measurable Goals for Grant period:
Provide counseling and supportive services to 140 clients with HIV/AIDS. per the Goals and Objectives Form (Exhibit E)

The Project Sponsor hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program. All clients must be low or moderate residents of Clark County HIV/AIDS affected or infected.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or from the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form, Exhibit "D" attached to the Agreement, shall accompany each Request for Reimbursement of Funds, Exhibit "C" attached to the Agreement. The failure to complete and submit the Monthly HOPWA Reporting Form in a timely manner may result in the delay or denial of reimbursement to the Project Sponsor for eligible Program expenses.

The Monthly HOPWA Reporting Form Report shall contain, but not be limited to, the following data:

- (i) Total unduplicated (new) clients, families, and other persons served including the monthly numbers and year to date numbers. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance);
- (ii) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year; and
- (iii) Statement of Program goals cited in the Project Sponsor's application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Monthly HOPWA Reporting Form shall be forwarded to the City of Las Vegas Parks, Recreation and Neighborhood Services Department, ATTN: 400 Stewart Avenue, Las Vegas, Nevada, 89101, no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Services Program Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within the time permitted in Section VII A of the Agreement, after being notified by the City, then the City shall have the right to implement whatever remedy is determined to be appropriate as permitted pursuant to Section VII B of the Agreement.

EXHIBIT "B"
PROGRAM BUDGET

Community Counseling Center – HIV Supportive Services

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

City Council Recommendation: \$116,232

<u>HOPWA Eligible Activity</u>	<u>Budgeted Amount</u>	<u>Anticipated Clients</u>
STRMU		
Supportive Services	\$108,095	140
Housing Information Services		
Housing Operations		
Housing Rehab		
Tenant Based Rental Assistance		
Admin (7%)	\$8,137	

EXHIBIT "C"
REQUEST FOR RELEASE OF FUNDS

This form must be used to request disbursement of the HOPWA Funding by the City for reimbursement of eligible expenditures incurred by the Project Sponsor for the 2011/2012 Fiscal Year. The failure to properly complete and submit this form, along with the submission of proper back-up documentation evidencing the expenditure, such as, copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Community Counseling Center	Phone: 3698700
Project: HIV Supportive Services	FAX: 3698489
Contact Person: Ron Lawrence	E-mail: kvelardo@cccfsn.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU				
Supportive Services	\$116,232			
Housing Placement Services				
Housing Operations				
Tenant Based Rental Assistance				
Administration	\$8,137			
TOTAL	\$116,232			

Signature

Date

EXHIBIT "D"

MONTHLY HOPWA REPORTING FORM

Name of Agency:

Community Counseling Center

Period Covered: (MO/YY) – (MO/YY)

From:

To:

Program/Activity Name:

HIV Supportive Services

General HUD Information

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

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

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

Supportive Services					
Food Vouchers					
Clients referred to Services					
Total Spent on these specific program components					
STRMU Monthly Expenditures					
TBRA Monthly Expenditures					
Housing Operations Monthly Expenditures					
Food Vouchers Monthly Expenditures					

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

EXHIBIT "E"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Housing Opportunities for Persons With Aids (HOPWA) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,700	less than \$22,800	less than \$36,500
2	less than \$15,650	less than \$26,050	less than \$41,700
3	less than \$17,600	less than \$29,300	less than \$46,900
4	less than \$19,550	less than \$32,550	less than \$52,100
5	less than \$21,150	less than \$35,200	less than \$56,300
6	less than \$22,700	less than \$37,800	less than \$60,450
7	less than \$24,250	less than \$40,400	less than \$64,650
8	less than \$25,850	less than \$43,000	less than \$68,800

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 May 31, 2011.

EXHIBIT "F"
PARKS, RECREATION, & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcome #1 Describe how participants will benefit and how many are expected to realize this outcome. 140 clients infected/affected by HIV/AIDS will receive comprehensive, evidence-based mental health counseling from a licensed therapist. The benefit of this treatment will be evidenced in clients showing a better understanding their HIV transmission and diagnosis and will develop healthy coping skills that emphasize social, psychological, and physical well being. Clients will display an improvement in the Global Assessment of Functioning as depicted in the Diagnostic and Statistical Manual.	
Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Individuals living with HIV or affected through a loved one's diagnosis will be referred to Community Counseling Center for an intake evaluation.	Over the grant year, 140 unduplicated individuals will be enrolled in the Community Health Program.
Once enrolled in the program, individuals attend individual and/or group therapy sessions, as part of their HOPWA service plan	140 unduplicated individuals will receive professional behavioral health services, obtain a better understanding of their HIV diagnosis, and develop coping skills to manage mental health symptoms and stress.
Provide referrals to outside agencies for additional services when needed.	When indicated, clients will receive information on additional social services available in the community with a concentrated effort on continued stable housing.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. Counselors will maintain detailed records of demographic information and progress notes for each client. Individual progress in therapy will be determined by the counselor's employment of the Global Assessment of Functioning (GAF) as depicted in the Diagnostic and Statistical Manual (DSM-IV-TR) of the American Psychiatric Association at assessment, every 120 days, and at discharge. GAF scoring is a standardized method used by mental health professionals to determine a client's level of functioning. Clients are scored on a 100 point scale. As an example, a score of 41 indicates severe symptoms (suicidal ideation, severe obsessive rituals) or any serious impairment in social, occupational, or school functioning (no friends, unable to keep a job). A ten point improvement for this individual (GAF score of 51) would mean that he or she is experiencing difficulties at a moderate level, such as occasional panic attacks, and would have a few friends and a job, with occasional conflicts. Clients will remain in the program until a mutual agreement is reached between the counselor and the client, which would include an indication of improvement demonstrated by a positive change in the Global Assessment of Functioning scale. CCC will adhere to the MOU signed with AFAN to continue consistent and regular contact with the client's case manager to monitor client progress and ensure full compliance with the housing plan. CCC will continue to request clients complete satisfaction surveys to identify areas for improvement, and will modify services as needed and according to best practice standards.	

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

THIS AGREEMENT is made and entered into this 1st day of July 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Golden Rainbow**, (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 801 S. Rancho Dr. Ste. B-1B Las Vegas, NV, 89106.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

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

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

WHEREAS, the Project Sponsor has established the Program more fully described below, which provides certain beneficial services to persons with HIV/AIDS and their families; and

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

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

I SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2011-2012 HOPWA-Funded program known as **Living with Aids Housing Program** (the "Program"). The Project Sponsor agrees to provide **Supportive Services, Permanent Housing Placement, Housing Operations**, which are eligible activities under the HOPWA Program. The Program is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The total amount to be provided by the City under this Agreement shall not exceed **\$54,913** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description and in accordance with the HOPWA Program rules and regulations, and the HOPWA Project Sponsor Program Manual (the "HOPWA Program Manual") issued by the Parks, Recreation and Neighborhood Services Department (PRNS) of the City.

II TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2011, through June 30, 2012 (the "Program Year"). Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated by, or received from HUD for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III CLIENT DOCUMENTATION

The Project Sponsor is required to maintain documentation on clients benefiting from activities and programs funded through the City's HOPWA program. As a condition of receiving the HUD grant, the City, and in turn the Project Sponsor, must certify that low- and moderate-income persons diagnosed with HIV/AIDS qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached and incorporated herein as a part of this Agreement. In addition to the certification, HUD also requires the following client data: race and ethnic background; number of female head of households; verification of Clark County residency; and, number of very- low income clients. All HOPWA clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. The City and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of diagnosis, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Project Sponsor must follow the requirements of the HOPWA Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The HOPWA Manual is located on the City of Las Vegas Website, and will be provided on CD to the Project Sponsor, if so requested.

IV CITY GENERAL CONDITIONS

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

The Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the HOPWA Program Manual concerning the HOPWA Program, a copy of

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

The City, its officers and employees shall be named as additional insured parties under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

The adequacy of the insurance supplied by the Project Sponsor, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

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

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT (CHAPTER 15, TITLE 5, US CODE)

The Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR PART 84)

For purposes of this Agreement, "Program Income" includes, but is not limited to, the following:

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

The Project Sponsor agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Project Sponsor agrees to notify the PRNS Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Project Sponsor to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Project Sponsor that the Program Income will be used only for the benefit of the Program, and for no other purpose. Any Program Income retained by the Project Sponsor may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.
2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.
3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**
The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.
4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
6. **DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING (24 CFR 574.630)**
The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**
The Project Sponsor shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

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

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

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

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

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

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. Failure to ensure access of limited English proficiency (LEP) persons to HUD benefits may violate the protections of Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

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

J. CONFIDENTIALITY (24 CFR 574.440)

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

VI FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. The Project Sponsor is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor as non-compliant. This means that no funds may be drawn until the PRNS Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the HOPWA Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Project Sponsor requesting payment of Program expenditures must be for expenditures identified within the Program Budget, and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms required pursuant to Section B of the Program Description. The Project Sponsor shall not make any changes in the Program Budget unless approval is obtained in writing from the City.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

The HOPWA Funding must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the HOPWA Funding must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA Funding are hereby imposed: (i) a minimum of ten percent (10%) must be expended by September 30th; fifty percent (50%) must be expended by December 31st and seventy-five percent (75%) must be expended by March 30th of the Program, or the unspent HOPWA Funding for each deadline may be reprogrammed by the City. The Request for the Release of Funds Form and the Monthly HOPWA Reporting Form, Exhibits C and D, respectively, attached to this Agreement, must be completed and received by the City for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th of the Program Year. All funds must be expended by June 30th of the Program year with the Request for Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th of the Program Year.

In the event that the HOPWA Funding allocated for this Agreement is not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the PRNS Director or his or her designee. In addition to the right to reprogram the unspent HOPWA Funding, if the Project Sponsor fails to utilize all of the HOPWA Funding allocated under this Agreement, the City reserves the right to decrease any future request for HOPWA funds submitted by the Project Sponsor to the City by the amount of HOPWA Funding which has not been spent pursuant to this Agreement. Unless otherwise agreed to by the City, unspent HOPWA Funding cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

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

H. ACCOUNTING METHODS

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

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its

financial management. Project Sponsor will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

- 4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, the Project Sponsor must dispose of such real property in a manner which results in the reimbursement of the HOPWA Funds or the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Project Sponsor:

- (i) fails to operate the Program in the manner represented to the City in its application requesting funding under the HOPWA Program and as required under this Agreement;
- (ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;
- (iii) fails to provide or maintain the insurance required in Section IV F above;
- (iv) a petition in bankruptcy is filed by or against the Project Sponsor, an assignment by the Project Sponsor is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Project Sponsor or the Property, or the Project Sponsor is adjudicated to be bankrupt; or
- (v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Project Sponsor pursuant to Section VII E below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Project Sponsor hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

- (i) Temporarily withhold disbursement of the HOPWA Funding pending correction of the default by the Project Sponsor;
- (ii) Disallow use of the HOPWA Funding for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;
- (iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of the HOPWA Funding for the Program;
- (iv) Withhold further awards for the Program or any other program of the Project Sponsor;
- (v) Terminate the Agreement and permanently cease any further disbursement of the HOPWA Funding hereunder;
- (vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Project Sponsor; or
- (vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Project Sponsor stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Project Sponsor. If the City elects to terminate this Agreement as provided herein, the Project Sponsor agrees, if so demanded by the City, to repay the HOPWA Funding to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Project Sponsor and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Project Sponsor and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of \$25,000 or more in the amount of the HOPWA Funding to be provided under this Agreement, or (ii) the Director of the Economic and Urban Development Department, if the amendment provides an increase of less than \$25,000 in the amount of the Project Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the HOPWA Funding provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

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

CITY OF LAS VEGAS

Golden Rainbow

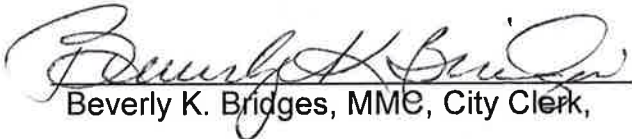


Oscar B. Goodman, Mayor



Lea Carrasco-Zanini, Executive Director

Attest:



Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #46

Approved as to form:  6-29-11
Bob Sylvain,
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide supportive services and rental/housing assistance to HIV clients.
2. Tasks to be Performed:
Supportive Services, Permanent Housing Placement, Housing Operations
3. Level of Service to be Provided and Measurable Goals for Grant period:
Provide Short-term rental, mortgage and utility assistance, housing operations, and supportive services to 84 HIV clients. per the Goals and Objectives Form (Exhibit E)

The Project Sponsor hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program. All clients must be low or moderate residents of Clark County HIV/AIDS affected or infected.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or from the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form, Exhibit "D" attached to the Agreement, shall accompany each Request for Reimbursement of Funds, Exhibit "C" attached to the Agreement. The failure to complete and submit the Monthly HOPWA Reporting Form in a timely manner may result in the delay or denial of reimbursement to the Project Sponsor for eligible Program expenses.

The Monthly HOPWA Reporting Form Report shall contain, but not be limited to, the following data:

- (i) Total unduplicated (new) clients, families, and other persons served including the monthly numbers and year to date numbers. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance);
- (ii) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year; and
- (iii) Statement of Program goals cited in the Project Sponsor's application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Monthly HOPWA Reporting Form shall be forwarded to the City of Las Vegas Parks, Recreation and Neighborhood Services Department, ATTN: 400 Stewart Avenue, Las Vegas, Nevada, 89101, no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Services Program Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within the time permitted in Section VII A of the Agreement, after being notified by the City, then the City shall have the right to implement whatever remedy is determined to be appropriate as permitted pursuant to Section VII B of the Agreement.

EXHIBIT "B"
PROGRAM BUDGET

Golden Rainbow – Living with Aids Housing Program

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

City Council Recommendation: 54913

<u>HOPWA Eligible Activity</u>	<u>Budgeted Amount</u>	<u>Anticipated Clients</u>
STRMU		
Supportive Services	\$2,000	34
Permanent Housing Placement	\$12,600	25
Housing Operations	\$38,000	25
Housing Rehab		
Tenant Based Rental Assistance		
Admin (7%)	\$2,313	

EXHIBIT "C"
REQUEST FOR RELEASE OF FUNDS

This form must be used to request disbursement of the HOPWA Funding by the City for reimbursement of eligible expenditures incurred by the Project Sponsor for the 2011/2012 Fiscal Year. The failure to properly complete and submit this form, along with the submission of proper back-up documentation evidencing the expenditure, such as, copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Golden Rainbow	Phone: 3842899
Project: Living with Aids Housing Program	FAX: 3843914
Contact Person: Lea Carrasco-Zanini	E-mail: lclayville@goldenrainbow.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU				
Supportive Services	\$2,000			
Housing Placement Services	\$12,600			
Housing Operations	\$38,000			
Tenant Based Rental Assistance				
Administration	\$2,313			
TOTAL	\$54,913			

Signature

Date

EXHIBIT "D"

MONTHLY HOPWA REPORTING FORM

Name of Agency:

Golden Rainbow

Period Covered: (MO/YY) – (MO/YY)

From:

To:

Program/Activity Name:

Living with Aids Housing Program

General HUD Information

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

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

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

Supportive Services					
Food Vouchers					
Clients referred to Services					
Total Spent on these specific program components					
STRMU Monthly Expenditures					
TBRA Monthly Expenditures					
Housing Operations Monthly Expenditures					
Food Vouchers Monthly Expenditures					

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

EXHIBIT "E"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Housing Opportunities for Persons With Aids (HOPWA) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,700	less than \$22,800	less than \$36,500
2	less than \$15,650	less than \$26,050	less than \$41,700
3	less than \$17,600	less than \$29,300	less than \$46,900
4	less than \$19,550	less than \$32,550	less than \$52,100
5	less than \$21,150	less than \$35,200	less than \$56,300
6	less than \$22,700	less than \$37,800	less than \$60,450
7	less than \$24,250	less than \$40,400	less than \$64,650
8	less than \$25,850	less than \$43,000	less than \$68,800

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 May 31, 2011.

EXHIBIT "F"
PARKS, RECREATION, & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcome #1 Describe how participants will benefit and how many are expected to realize this outcome. The primary purpose of Golden Rainbow's Affordable Housing Program is to enhance the lives of low-income people living with HIV/AIDS and to address the barriers posed by the lack of affordable housing. We operate 2 four-plexes, one three-bedroom home and a two-bedroom townhouse which was recently added. Tenants can stay as long as they have a need for housing. The four-plexes are used for individuals, couples or small families and the house and townhome are available for families. The benefit provided to our clients through HOPWA monies is payment of utilities and routine maintenance. Thus clients can utilize their limited income for medical costs, food and other essential needs. Our goal for the HOPWA cycle is to provide housing for at least 25 unduplicated clients.	
Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Receive referrals from all AIDS Service Organizations	Golden Rainbow in the next 12 months will assist Through our 10 units 25 infected/affected individuals every month. Golden Rainbow's Housing Program is a permanent housing program. We are committed to the idea that stable housing is an essential need of those in the HIV/AIDS community.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome. Communication is on going with AIDS service organization's staff serving the needs of the HIV/AIDS community. Staff also communicates with clients to determine unmet needs, procedural difficulties and/or other issues that are encountered as they journey through the social service system. Results of these discussions are communicated through individual and group meetings with the various HIV/AIDS service providers. Additionally, staff attends various training and/or net working sessions on services and funds available through AIDS service organizations and Community Based Organizations in this EMSA to ensure an optimal utilization of resources. Golden Rainbow staff also provides training and information for Board and Advisory Board members to ensure all are familiar with the Golden Rainbow service guidelines, procedures and anticipated results.	

Outcome #2 Describe how participants will benefit and how many are expected to realize this outcome.

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

It is our goal to provide prompt and responsive assistance to at least 84 impacted individuals for the FY11/12 grant year with HOPWA permanent housing placement funds and supportive services. Golden Rainbow's Direct Financial Assistance Program assists with emergency short-term needs and limited assistance for eligible clients in order to provide and maintain an adequate living environment, including support for medical care. Financial assistance is available to prevent homelessness, eviction, termination of utility services and to cover essential medical costs, e.g. co-pay, medications not paid by insurance.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Receive referrals from all AIDS Service Organizations	Golden Rainbow in the next 12 months will assist • 25 clients with permanent housing placement • 34 clients with supportive services A total of 59 clients and 35 family members will have been assisted through our Direct Financial Assistance Program.
Maintain effective communications between all AIDS Service Organizations	Golden Rainbow's staff will participate in the Clark County Coalition of HIV/AIDS Service Providers, in Nurse Case Management meetings.

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

The program is evaluated using a variety of measures including Client Satisfaction Surveys to ensure we are meeting the needs of our clients and providing effective services. Staff will follow up with housing plans provided by referring case managers to ensure clients are following the plan provided to them. Golden Rainbow continually collaborates with various Community-Based Organizations to clarify program services, avoid duplication and provide the most effective and efficient services possible.

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

THIS AGREEMENT is made and entered into this 1st day of July 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **HELP of Southern Nevada**, (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 1640 E. Flamingo Ste. 100 Las Vegas, NV, 89119.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

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

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

WHEREAS, the Project Sponsor has established the Program more fully described below, which provides certain beneficial services to persons with HIV/AIDS and their families; and

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

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

I SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2011-2012 HOPWA-Funded program known as **Emergency Resource Services** (the "Program"). The Project Sponsor agrees to provide **Supportive Services**, which are eligible activities under the HOPWA Program. The Program is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The total amount to be provided by the City under this Agreement shall not exceed **\$167,146** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description and in accordance with the HOPWA Program rules and regulations, and the HOPWA Project Sponsor Program Manual (the "HOPWA Program Manual") issued by the Parks, Recreation and Neighborhood Services Department (PRNS) of the City.

II TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2011, through June 30, 2012 (the "Program Year"). Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated by, or received from HUD for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III CLIENT DOCUMENTATION

The Project Sponsor is required to maintain documentation on clients benefiting from activities and programs funded through the City's HOPWA program. As a condition of receiving the HUD grant, the City, and in turn the Project Sponsor, must certify that low- and moderate-income persons diagnosed with HIV/AIDS qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached and incorporated herein as a part of this Agreement. In addition to the certification, HUD also requires the following client data: race and ethnic background; number of female head of households; verification of Clark County residency; and, number of very- low income clients. All HOPWA clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. The City and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of diagnosis, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Project Sponsor must follow the requirements of the HOPWA Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The HOPWA Manual is located on the City of Las Vegas Website, and will be provided on CD to the Project Sponsor, if so requested.

IV CITY GENERAL CONDITIONS

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

The Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the HOPWA Program Manual concerning the HOPWA Program, a copy of

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

The City, its officers and employees shall be named as additional insured parties under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

The adequacy of the insurance supplied by the Project Sponsor, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

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

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT (CHAPTER 15, TITLE 5, US CODE)

The Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR PART 84)

For purposes of this Agreement, "Program Income" includes, but is not limited to, the following:

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

The Project Sponsor agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Project Sponsor agrees to notify the PRNS Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Project Sponsor to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Project Sponsor that the Program Income will be used only for the benefit of the Program, and for no other purpose. Any Program Income retained by the Project Sponsor may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.
2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.
3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**
The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.
4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
6. **DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING (24 CFR 574.630)**
The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**
The Project Sponsor shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT (24 CFR 574.635)

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

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

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

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

11. CONFLICT OF INTEREST (24 CFR 574.625 AND 24 CFR 85.36(b)(3))

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. Failure to ensure access of limited English proficiency (LEP) persons to HUD benefits may violate the protections of Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

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

J. CONFIDENTIALITY (24 CFR 574.440)

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

VI FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. The Project Sponsor is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor as non-compliant. This means that no funds may be drawn until the PRNS Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the HOPWA Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Project Sponsor requesting payment of Program expenditures must be for expenditures identified within the Program Budget, and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms required pursuant to Section B of the Program Description. The Project Sponsor shall not make any changes in the Program Budget unless approval is obtained in writing from the City.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

The HOPWA Funding must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the HOPWA Funding must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA Funding are hereby imposed: (i) a minimum of ten percent (10%) must be expended by September 30th; fifty percent (50%) must be expended by December 31st and seventy-five percent (75%) must be expended by March 30th of the Program, or the unspent HOPWA Funding for each deadline may be reprogrammed by the City. The Request for the Release of Funds Form and the Monthly HOPWA Reporting Form, Exhibits C and D, respectively, attached to this Agreement, must be completed and received by the City for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th of the Program Year. All funds must be expended by June 30th of the Program year with the Request for Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th of the Program Year.

In the event that the HOPWA Funding allocated for this Agreement is not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the PRNS Director or his or her designee. In addition to the right to reprogram the unspent HOPWA Funding, if the Project Sponsor fails to utilize all of the HOPWA Funding allocated under this Agreement, the City reserves the right to decrease any future request for HOPWA funds submitted by the Project Sponsor to the City by the amount of HOPWA Funding which has not been spent pursuant to this Agreement. Unless otherwise agreed to by the City, unspent HOPWA Funding cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

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

H. ACCOUNTING METHODS

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

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its

financial management. Project Sponsor will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

- 4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, the Project Sponsor must dispose of such real property in a manner which results in the reimbursement of the HOPWA Funds or the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Project Sponsor:

- (i) fails to operate the Program in the manner represented to the City in its application requesting funding under the HOPWA Program and as required under this Agreement;
- (ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;
- (iii) fails to provide or maintain the insurance required in Section IV F above;
- (iv) a petition in bankruptcy is filed by or against the Project Sponsor, an assignment by the Project Sponsor is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Project Sponsor or the Property, or the Project Sponsor is adjudicated to be bankrupt; or
- (v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Project Sponsor pursuant to Section VII E below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Project Sponsor hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

- (i) Temporarily withhold disbursement of the HOPWA Funding pending correction of the default by the Project Sponsor;
- (ii) Disallow use of the HOPWA Funding for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;
- (iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of the HOPWA Funding for the Program;
- (iv) Withhold further awards for the Program or any other program of the Project Sponsor;
- (v) Terminate the Agreement and permanently cease any further disbursement of the HOPWA Funding hereunder;
- (vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Project Sponsor; or
- (vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Project Sponsor stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Project Sponsor. If the City elects to terminate this Agreement as provided herein, the Project Sponsor agrees, if so demanded by the City, to repay the HOPWA Funding to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Project Sponsor and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Project Sponsor and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of \$25,000 or more in the amount of the HOPWA Funding to be provided under this Agreement, or (ii) the Director of the Economic and Urban Development Department, if the amendment provides an increase of less than \$25,000 in the amount of the Project Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the HOPWA Funding provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

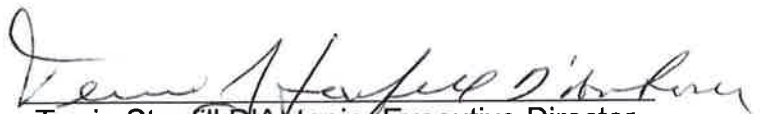
Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

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

CITY OF LAS VEGAS

HELP of Southern Nevada


Oscar B. Goodman, Mayor


Terrie Stanfill D'Antonio, Executive Director

Attest:


Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #46

Approved as to form:  6-22-11
Bob Sylvain,
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide food, bus, and cab vouchers and case management to HIV/AIDS clients.
2. Tasks to be Performed:
Supportive Services
3. Level of Service to be Provided and Measurable Goals for Grant period:
Food and transportation vouchers and supportive services for 555 HIV/AIDS clients. per the Goals and Objectives Form (Exhibit E)

The Project Sponsor hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program. All clients must be low or moderate residents of Clark County HIV/AIDS affected or infected.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or from the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form, Exhibit "D" attached to the Agreement, shall accompany each Request for Reimbursement of Funds, Exhibit "C" attached to the Agreement. The failure to complete and submit the Monthly HOPWA Reporting Form in a timely manner may result in the delay or denial of reimbursement to the Project Sponsor for eligible Program expenses.

The Monthly HOPWA Reporting Form Report shall contain, but not be limited to, the following data:

- (i) Total unduplicated (new) clients, families, and other persons served including the monthly numbers and year to date numbers. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance);
- (ii) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year; and
- (iii) Statement of Program goals cited in the Project Sponsor's application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Monthly HOPWA Reporting Form shall be forwarded to the City of Las Vegas Parks, Recreation and Neighborhood Services Department, ATTN: 400 Stewart Avenue, Las Vegas, Nevada, 89101, no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Services Program Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within the time permitted in Section VII A of the Agreement, after being notified by the City, then the City shall have the right to implement whatever remedy is determined to be appropriate as permitted pursuant to Section VII B of the Agreement.

EXHIBIT "B"
PROGRAM BUDGET

HELP of Southern Nevada – Emergency Resource Services

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

City Council Recommendation: \$167,146

<u>HOPWA Eligible Activity</u>	<u>Budgeted Amount</u>	<u>Anticipated Clients</u>
STRMU		
Supportive Services	\$155,446	555
Housing Information Services		
Housing Operations		
Housing Rehab		
Tenant Based Rental Assistance		
Admin (7%)	\$11,700	

EXHIBIT "C"
REQUEST FOR RELEASE OF FUNDS

This form must be used to request disbursement of the HOPWA Funding by the City for reimbursement of eligible expenditures incurred by the Project Sponsor for the 2011/2012 Fiscal Year. The failure to properly complete and submit this form, along with the submission of proper back-up documentation evidencing the expenditure, such as, copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered	
		From	To

Agency: HELP of Southern Nevada	Phone: 3694357
Project: Emergency Resource Services	FAX: 3690247
Contact Person: Terrie Stanfill D'Antonio	E-mail: mpili@helpsonv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU				
Supportive Services	\$155,446			
Housing Placement Services				
Housing Operations				
Tenant Based Rental Assistance				
Administration	\$11,700			
TOTAL	\$167,146			

Signature

Date

EXHIBIT "D"

MONTHLY HOPWA REPORTING FORM

Name of Agency:

HELP of Southern Nevada

Period Covered: (MO/YY) – (MO/YY)

From:

To:

Program/Activity Name:

Emergency Resource Services

General HUD Information

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

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

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

Supportive Services					
Food Vouchers					
Clients referred to Services					

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

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

EXHIBIT "E"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Housing Opportunities for Persons With Aids (HOPWA) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,700	less than \$22,800	less than \$36,500
2	less than \$15,650	less than \$26,050	less than \$41,700
3	less than \$17,600	less than \$29,300	less than \$46,900
4	less than \$19,550	less than \$32,550	less than \$52,100
5	less than \$21,150	less than \$35,200	less than \$56,300
6	less than \$22,700	less than \$37,800	less than \$60,450
7	less than \$24,250	less than \$40,400	less than \$64,650
8	less than \$25,850	less than \$43,000	less than \$68,800

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 May 31, 2011.

EXHIBIT "F"
PARKS, RECREATION, & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcome #1 Describe how participants will benefit and how many are expected to realize this outcome.	
Increase access to over 555 HIV/AIDS heads of household and 700 family members to healthier fresh foods to encourage compliance with nutritional plans. Healthier clients are able to maintain their self-sufficiency for a longer period of time.	
Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
HELP will purchase food vouchers and bus passes and distribute them to clients with HIV/AIDS.	555 Clients and their eligible family members will be able to purchase and consume food encouraging healthy eating habits.
Sign up all HIV/AIDS clients for Food Stamps and the Energy Assistance Program while on-site at HELP offices.	110 HIV/AIDS clients and their eligible family members will be able to purchase and consume food encouraging healthy eating habits and if eligible for energy assistance for electric and/or gas bills based on a sliding scale.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome. Outcomes will be measured by inputting the clients' information in our Homeless Management Information System (HMIS) database. We will be able to track the referrals and services that are provided. We can also monitor how many times they have come into HELP as well as visits to other agencies that use HMIS and monitor that services are not being duplicated.	

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

THIS AGREEMENT is made and entered into this 1st day of July 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Women's Development Center**, (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 4020 Pecos McLeod Las Vegas, NV, 89121.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

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

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

WHEREAS, the Project Sponsor has established the Program more fully described below, which provides certain beneficial services to persons with HIV/AIDS and their families; and

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

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

I SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2011-2012 HOPWA-Funded program known as **HOPWA Housing Program** (the "Program"). The Project Sponsor agrees to provide **Supportive Services, Housing Operations**, which are eligible activities under the HOPWA Program. The Program is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The total amount to be provided by the City under this Agreement shall not exceed **\$89,105** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description and in accordance with the HOPWA Program rules and regulations, and the HOPWA Project Sponsor Program Manual (the "HOPWA Program Manual") issued by the Parks, Recreation and Neighborhood Services Department (PRNS) of the City.

II TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from July 1, 2011, through June 30, 2012 (the "Program Year"). Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated by, or received from HUD for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III CLIENT DOCUMENTATION

The Project Sponsor is required to maintain documentation on clients benefiting from activities and programs funded through the City's HOPWA program. As a condition of receiving the HUD grant, the City, and in turn the Project Sponsor, must certify that low- and moderate-income persons diagnosed with HIV/AIDS qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached and incorporated herein as a part of this Agreement. In addition to the certification, HUD also requires the following client data: race and ethnic background; number of female head of households; verification of Clark County residency; and, number of very- low income clients. All HOPWA clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. The City and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of diagnosis, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Project Sponsor must follow the requirements of the HOPWA Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The HOPWA Manual is located on the City of Las Vegas Website, and will be provided on CD to the Project Sponsor, if so requested.

IV CITY GENERAL CONDITIONS

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

The Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the HOPWA Program Manual concerning the HOPWA Program, a copy of

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

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

The City, its officers and employees shall be named as additional insured parties under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

The adequacy of the insurance supplied by the Project Sponsor, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

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

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT (CHAPTER 15, TITLE 5, US CODE)

The Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR PART 84)

For purposes of this Agreement, "Program Income" includes, but is not limited to, the following:

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

The Project Sponsor agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Project Sponsor agrees to notify the PRNS Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Project Sponsor to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Project Sponsor that the Program Income will be used only for the benefit of the Program, and for no other purpose. Any Program Income retained by the Project Sponsor may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

The Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

1. **CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063**
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.
2. **HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973**
This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.
3. **LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)**
The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.
4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
6. **DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING (24 CFR 574.630)**
The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**
The Project Sponsor shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

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

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

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

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

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

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

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

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. Failure to ensure access of limited English proficiency (LEP) persons to HUD benefits may violate the protections of Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

I. AMERICANS WITH DISABILITIES ACT

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

J. CONFIDENTIALITY (24 CFR 574.440)

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

VI FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. The Project Sponsor is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor as non-compliant. This means that no funds may be drawn until the PRNS Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the HOPWA Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Project Sponsor requesting payment of Program expenditures must be for expenditures identified within the Program Budget, and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms required pursuant to Section B of the Program Description. The Project Sponsor shall not make any changes in the Program Budget unless approval is obtained in writing from the City.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

The HOPWA Funding must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the HOPWA Funding must be spent at least quarterly. To ensure compliance with this requirement, the following spending requirements of the HOPWA Funding are hereby imposed: (i) a minimum of ten percent (10%) must be expended by September 30th; fifty percent (50%) must be expended by December 31st and seventy-five percent (75%) must be expended by March 30th of the Program, or the unspent HOPWA Funding for each deadline may be reprogrammed by the City. The Request for the Release of Funds Form and the Monthly HOPWA Reporting Form, Exhibits C and D, respectively, attached to this Agreement, must be completed and received by the City for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th of the Program Year. All funds must be expended by June 30th of the Program year with the Request for Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th of the Program Year.

In the event that the HOPWA Funding allocated for this Agreement is not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the PRNS Director or his or her designee. In addition to the right to reprogram the unspent HOPWA Funding, if the Project Sponsor fails to utilize all of the HOPWA Funding allocated under this Agreement, the City reserves the right to decrease any future request for HOPWA funds submitted by the Project Sponsor to the City by the amount of HOPWA Funding which has not been spent pursuant to this Agreement. Unless otherwise agreed to by the City, unspent HOPWA Funding cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

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

H. ACCOUNTING METHODS

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

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

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its

financial management. Project Sponsor will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Project Sponsor with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

- 4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, the Project Sponsor must dispose of such real property in a manner which results in the reimbursement of the HOPWA Funds or the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Project Sponsor:

- (i) fails to operate the Program in the manner represented to the City in its application requesting funding under the HOPWA Program and as required under this Agreement;
- (ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;
- (iii) fails to provide or maintain the insurance required in Section IV F above;
- (iv) a petition in bankruptcy is filed by or against the Project Sponsor, an assignment by the Project Sponsor is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Project Sponsor or the Property, or the Project Sponsor is adjudicated to be bankrupt; or
- (v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Project Sponsor pursuant to Section VII E below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Project Sponsor hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

- (i) Temporarily withhold disbursement of the HOPWA Funding pending correction of the default by the Project Sponsor;
- (ii) Disallow use of the HOPWA Funding for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;
- (iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of the HOPWA Funding for the Program;
- (iv) Withhold further awards for the Program or any other program of the Project Sponsor;
- (v) Terminate the Agreement and permanently cease any further disbursement of the HOPWA Funding hereunder;
- (vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Project Sponsor; or
- (vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Project Sponsor stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Project Sponsor. If the City elects to terminate this Agreement as provided herein, the Project Sponsor agrees, if so demanded by the City, to repay the HOPWA Funding to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Project Sponsor and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Project Sponsor and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of \$25,000 or more in the amount of the HOPWA Funding to be provided under this Agreement, or (ii) the Director of the Economic and Urban Development Department, if the amendment provides an increase of less than \$25,000 in the amount of the Project Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the HOPWA Funding provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

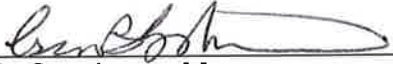
F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

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

CITY OF LAS VEGAS

Women's Development Center



Oscar B. Goodman, Mayor



Tina Prieto, Executive Director

Attest:



Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #46

Approved as to form: 

Bob Sylvain,
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide supportive services and housing to HIV/AIDS clients and their families.
2. Tasks to be Performed:
Supportive Services, Housing Operations
3. Level of Service to be Provided and Measurable Goals for Grant period:
Provide Project Based Rental Assistance, supportive services and housing operations to 8 clients with HIV/AIDS. per the Goals and Objectives Form (Exhibit E)

The Project Sponsor hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program. All clients must be low or moderate residents of Clark County HIV/AIDS affected or infected.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1 of the fiscal year, or from the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form, Exhibit "D" attached to the Agreement, shall accompany each Request for Reimbursement of Funds, Exhibit "C" attached to the Agreement. The failure to complete and submit the Monthly HOPWA Reporting Form in a timely manner may result in the delay or denial of reimbursement to the Project Sponsor for eligible Program expenses.

The Monthly HOPWA Reporting Form Report shall contain, but not be limited to, the following data:

- (i) Total unduplicated (new) clients, families, and other persons served including the monthly numbers and year to date numbers. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance);
- (ii) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year; and
- (iii) Statement of Program goals cited in the Project Sponsor's application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Monthly HOPWA Reporting Form shall be forwarded to the City of Las Vegas Parks, Recreation and Neighborhood Services Department, ATTN: 400 Stewart Avenue, Las Vegas, Nevada, 89101, no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Services Program Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within the time permitted in Section VII A of the Agreement, after being notified by the City, then the City shall have the right to implement whatever remedy is determined to be appropriate as permitted pursuant to Section VII B of the Agreement.

EXHIBIT "B"
PROGRAM BUDGET

Women's Development Center – HOPWA Housing Program

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

City Council Recommendation: \$89,105

<u>HOPWA Eligible Activity</u>	<u>Budgeted Amount</u>	<u>Anticipated Clients</u>
STRMU		
Supportive Services	\$19,500	8
Housing Information Services		
Housing Operations	\$67,355	8
Housing Rehab		
Tenant Based Rental Assistance		
Admin (7%)	\$2,250	

EXHIBIT "C"
REQUEST FOR RELEASE OF FUNDS

This form must be used to request disbursement of the HOPWA Funding by the City for reimbursement of eligible expenditures incurred by the Project Sponsor for the 2011/2012 Fiscal Year. The failure to properly complete and submit this form, along with the submission of proper back-up documentation evidencing the expenditure, such as, copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered	
		From	To

Agency: Women's Development Center	Phone: 7967770
Project: HOPWA Housing Program	FAX: 7963007
Contact Person: Tina Prieto	E-mail: tprieto@wdclv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
STRMU				
Supportive Services	\$19,500			
Housing Placement Services				
Housing Operations	\$67,355			
Tenant Based Rental Assistance				
Administration	\$2,250			
TOTAL	\$89,105			

Signature

Date

EXHIBIT "D"

MONTHLY HOPWA REPORTING FORM

Name of Agency:

Women's Development Center

Period Covered: (MO/YY) – (MO/YY)

From:

To:

Program/Activity Name:

HOPWA Housing Program

General HUD Information

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

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

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

Supportive Services					
Food Vouchers					
Clients referred to Services					

Total Spent on these specific program components

STRMU Monthly Expenditures			
TBRA Monthly Expenditures			
Housing Operations Monthly Expenditures			
Food Vouchers Monthly Expenditures			

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

EXHIBIT "E"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Housing Opportunities for Persons With Aids (HOPWA) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,700	less than \$22,800	less than \$36,500
2	less than \$15,650	less than \$26,050	less than \$41,700
3	less than \$17,600	less than \$29,300	less than \$46,900
4	less than \$19,550	less than \$32,550	less than \$52,100
5	less than \$21,150	less than \$35,200	less than \$56,300
6	less than \$22,700	less than \$37,800	less than \$60,450
7	less than \$24,250	less than \$40,400	less than \$64,650
8	less than \$25,850	less than \$43,000	less than \$68,800

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 May 31, 2011.

EXHIBIT "F"
PARKS, RECREATION, & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

Outcome #1 Describe how participants will benefit and how many are expected to realize this outcome.	
7 (88%) of the 8 HOPWA residents will obtain and/or maintain permanent housing as a result of WDC's Project Based Rental Assistance.	
Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Creation of WDC Housing Case Plan	8 residents will participate in the creation of their housing case plan
Pay rent on timely basis	8 residents rent payments will be monitored on a monthly basis. 7 residents will pay their rent portion in a timely manner. Establishing payment arrangements for the tenant's portion of the rent, if needed to help ensure that permanent housing is maintained
Receive referrals from Southern Nevada Health District, AFAN, Golden Rainbow or HELP of Southern Nevada.	8 residents will be referred by designated agencies.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. A referral and verification of medical diagnosis will be confirmed prior to residents entering the program. Documentation will be maintained in tenant file. The Housing Coordinator will monitor when rent payments are received, send out late notices, speak with residents who are late. All pertinent information will be documented in case files. Information will be included in the monthly HOPWA and Affordable Rental Program Reports.	

Outcome #2 Describe how participants will benefit and how many are expected to realize this outcome.	
7 (88%) of the 8 HOPWA residents will access needed services.	
Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Coordination of Housing Case Plan and Ryan White Case Plan	8 WDC Housing Case Plans and Ryan White Case Plans will be coordinated
Collaborative efforts with the Southern Nevada Health District, AFAN, Golden Rainbow, HELP, and Community Counseling	7 residents will continue to access services through the Health District, AFAN, Golden Rainbow, Community Counseling or HELP for needed services
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. The collaborative efforts with Housing Case Plans and Ryan White Case Plans allows residents to coordinate needed services. All communication between the organizations will be documented in the tenant file appropriately, including needed consent forms. Information pertinent to this grant will be tracked through monthly, quarterly, and annual reports.	