

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

THIS AGREEMENT, 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, hereinafter referred to as "City", and Catholic Charities of Southern Nevada a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1501 Las Vegas Blvd. N. Las Vegas, NV 89101.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-ESG grant programs is 14.231; and

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

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

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

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

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

NOW, THEREFORE, 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

SUBRECIPIENT will be responsible for administering the FY 2011/2012 ESG-Funded project known as St. Vincent Lied Dining Facility (the "Program") to provide activities eligible under the ESG Grant program (specifically Shelter Operations) pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$50,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A". The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with the ESG rules and regulations, and the ESG Program Manual issued by the Department of Parks, Recreation and Neighborhood Services of the CITY.

II. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2011 through June 30, 2012, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

III. CLIENT DOCUMENTATION

The Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's ESG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons, certified as homeless qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "C" attached and incorporated herein as a part of this Agreement received services. 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 ESG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to both HUD and the City of Las Vegas. City Parks, Recreation, and Neighborhood Services (PRNS) staff and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of homelessness, income, and family size must be made available to City PRNS and HUD staff during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the ESG Program Manual for components of its Program, and utilize the forms and documentation methods contained therein. The Manual is located on the City of Las Vegas Website, and will be provided on CD to the Subrecipient, if so requested.

IV. CITY GENERAL CONDITIONS

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

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Parks, Recreation and Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability

form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

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

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

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

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

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

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

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

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers

shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

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

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

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. OTHER PROGRAM REQUIREMENTS

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

1. GENERAL--24 CFR 576

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

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

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

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

4. 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.

5. ENVIRONMENTAL STANDARDS

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

6. NATIONAL FLOOD INSURANCE PROGRAM

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

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

9. LEAD-BASED PAINT

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR Part 576.57

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

Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR Part 576.57 and (24 CFR Part 85.36(b)(3))

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

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

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 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

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

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

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Parks, Recreation, and Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the ESG grant must be spent as follows: a minimum of fifty (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the deficiencies in the expenditure of funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. In addition to the right to reprogram the unspent ESG funds, if the Project Sponsor fails to utilize all of the ESG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for ESG funding submitted by the Project Sponsor to the City by the amount of the ESG funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Parks, Recreation, and Neighborhood Services Director or his or her designee. All funds must be expended by June 30th, of the Program year.

H. ACCOUNTING METHODS

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

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

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

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

VII. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

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

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

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

C. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$49,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$50,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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E. NOTIFICATION OF AGENCY CHANGES

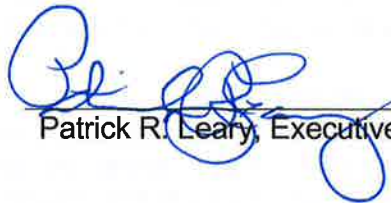
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information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

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

CITY OF LAS VEGAS

Catholic Charities of Southern NV


Carolyn G. Goodman, Mayor


Patrick R. Leary, Executive Director

Attest:


Beverly K. Bridges, MMC City
Clerk

APPROVED AS TO FORM:
Robert S. Sylvain
Deputy City Attorney

 1-10-12

Council Action

April 6, 2011

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

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

A. PROGRAM SERVICES

Services to be provided:

1. Purpose of Services:
Provide nutritious meals to homeless citizens.
2. Tasks to be Performed:
Operation of Shelter
3. Level of Service to be Provided and Measurable Goals for Grant period:
Provide food for breakfast, lunch and dinner for the Lied Dining Facility. per the Goals and Objectives Form (Exhibit E)

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

Purpose of Services

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

Progress Reports

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

The Report shall be forwarded to the City of Las Vegas Parks, Recreation, and Neighborhood Services Department, ATTN: Community Services Division, 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 Grants Administrator assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within a reasonable period of time (determined by the City), after being notified by the City, then the

City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.C. of the Agreement.

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

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

SUBRECIPIENT will also provide to the Parks, Recreation and Neighborhood Services Department (PRNS) Exhibit "D", "Emergency Shelter Grant Beneficiaries Monthly and Annual Report" of the Agreement, by July 30th of the fiscal year the funds are awarded reflecting services for the previous fiscal year, noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

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

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

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

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
Catholic Charities of Southern NV
Fiscal Year 2011-/2012- Emergency Shelter Grant Program Funds**

ESG Budgets are based on the funding request submitted in the application. Agencies must base their budgets on eligible expenditures, and may not switch line items.

SHELTER OPERATIONS

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

CATEGORIES	ESG Portion Only
Salaries & Fringe related to Operations (NOTE)	\$5,000
Office Supplies & Postage	
Rent/Utilities/Insurance of shelter unit(s), office	
Maintenance (purchase of service, fees, etc.)	
Maintenance Supplies	
Furniture/Fixtures and Equipment	
Security	\$2,995
Prepared Meals for Homeless Participants	\$42,005
Other:	
TOTAL SHELTER OPERATIONS	\$50,000

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

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	<u>INCOME NOT TO EXCEED</u>	
		VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,800	less than \$23,000	less than \$36,800
2	less than \$15,800	less than \$26,300	less than \$42,050
3	less than \$17,750	less than \$29,600	less than \$47,300
4	less than \$19,700	less than \$32,850	less than \$52,550
5	less than \$21,300	less than \$35,500	less than \$56,800
6	less than \$22,900	less than \$38,150	less than \$61,000
7	less than \$24,450	less than \$40,750	less than \$65,200
8	less than \$26,050	less than \$43,400	less than \$69,400

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 14, 2010.

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

Month _____

Project Title: _____

Number of Individuals Served:

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

Average number served daily _____
 Number of clients requesting assistance _____

Participant Characteristics:

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

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

On an average day, approximate percentages of:

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

Families with Children, headed by:

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

Exhibit "E"
Parks, Recreation and Neighborhood Services
PERFORMANCE MEASURES FORM

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for FY 2011/2012 utilizing the ESG funds. Provide how many households or individuals will realize each outcome and how each outcome will be measured. Copy page and attach to describe additional outcomes.

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this project being done? Include only the major project outcomes supported by the requested City funds.

Major Tasks: Outline the major tasks/activities to be conducted by this project (e.g. client outreach/assessment; job training, food vouchers, information/referral, counseling/case-management, etc.

Outputs: Quantifiable products of tasks, e.g. # of clients assisted, # of clients who received a referral and were helped, # of persons trained, # of children in program, etc.

Outcome Measurement: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the project's impact on participants be evaluated?

The boxes will expand as you type, please keep each Outcome on its own page.

Outcome #1

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

Provide approximately 328,500 meals throughout the year to homeless and/or low-income men, women, children and young adults during their visit to Catholic Charities St. Vincent Lied Dining Facility. Meals will be served 7 days a week, 365 day throughout the year.

Major Tasks Necessary to Realize Outcomes

Outputs Resulting from Tasks

Provide a Mid Morning Meal to the homeless community.

292,500 meals will be served annually.

Provide a daily meal to the clients of The Shade Tree Shelter

36,000 meals will be served annually to Shade Tree clients.

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

The Food Services Division staff will continuously monitor and track meal activity on a daily basis. The total number of participants signatures will be reported monthly.

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
HELP OF SOUTHERN NEVADA**

THIS AGREEMENT, 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, hereinafter referred to as "City", and HELP of Southern Nevada, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1417 Las Vegas Blvd. North, Las Vegas, NV 89101.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-ESG grant programs is 14.231; and

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

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

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

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

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

NOW, THEREFORE, 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

SUBRECIPIENT will be responsible for administering the FY 2011/2012 ESG-Funded project known as Shannon West Homeless Youth Center (the "Program") to provide activities eligible under the ESG Grant program (specifically Shelter Operations) pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$50,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A". The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with the ESG rules and regulations, and the ESG Program Manual issued by the Department of Parks, Recreation and Neighborhood Services of the CITY.

II. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2011 through June 30, 2012, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

III. CLIENT DOCUMENTATION

The Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's ESG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons, certified as homeless qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "C" attached and incorporated herein as a part of this Agreement received services. 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 ESG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to both HUD and the City of Las Vegas. City Parks, Recreation, and Neighborhood Services (PRNS) staff and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of homelessness, income, and family size must be made available to City PRNS and HUD staff during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the ESG Program Manual for components of its Program, and utilize the forms and documentation methods contained therein. The Manual is located on the City of Las Vegas Website, and will be provided on CD to the Subrecipient, if so requested.

IV. CITY GENERAL CONDITIONS

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

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Parks, Recreation and Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability

form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

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

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

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

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

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

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

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

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers

shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

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

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

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. OTHER PROGRAM REQUIREMENTS

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

1. GENERAL--24 CFR 576

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

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

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

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

4. 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.

5. ENVIRONMENTAL STANDARDS

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

6. NATIONAL FLOOD INSURANCE PROGRAM

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

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

9. LEAD-BASED PAINT

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR Part 576.57

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

Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR Part 576.57 and (24 CFR Part 85.36(b)(3))

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

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

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 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

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

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

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Parks, Recreation, and Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the ESG grant must be spent as follows: a minimum of fifty (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the deficiencies in the expenditure of funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. In addition to the right to reprogram the unspent ESG funds, if the Project Sponsor fails to utilize all of the ESG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for ESG funding submitted by the Project Sponsor to the City by the amount of the ESG funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Parks, Recreation, and Neighborhood Services Director or his or her designee. All funds must be expended by June 30th, of the Program year.

H. ACCOUNTING METHODS

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

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

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

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

VII. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

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

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

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

C. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$49,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$50,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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E. NOTIFICATION OF AGENCY CHANGES

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

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

CITY OF LAS VEGAS

Help of Southern Nevada


Carolyn G. Goodman, Mayor


Terrie J. D'Antonio, Executive Director

Attest:


Beverly K. Bridges, MMC City
Clerk

APPROVED AS TO FORM:
Robert S. Sylvain
Deputy City Attorney

 1-10-12

Council Action

April 6, 2011

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

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

A. PROGRAM SERVICES

Services to be provided:

1. Purpose of Services:
Provide operating costs for homeless youth shelter.
2. Tasks to be Performed:
Operation of Shelter
3. Level of Service to be Provided and Measurable Goals for Grant period:
Provide 70 unduplicated clients with emergency shelter (Exhibit E)

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

Purpose of Services

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

Progress Reports

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

The Report shall be forwarded to the City of Las Vegas Parks, Recreation, and Neighborhood Services Department, ATTN: Community Services Division, 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 Grants Administrator assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within a reasonable period of time (determined by the City), after being notified by the City, then the

City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.C. of the Agreement.

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

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

SUBRECIPIENT will also provide to the Parks, Recreation and Neighborhood Services Department (PRNS) Exhibit "D", "Emergency Shelter Grant Beneficiaries Monthly and Annual Report" of the Agreement, by July 30th of the fiscal year the funds are awarded reflecting services for the previous fiscal year, noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

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

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

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

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
HELP OF SOUTHERN NEVADA
Fiscal Year 2011-/2012- Emergency Shelter Grant Program Funds**

ESG Budgets are based on the funding request submitted in the application. Agencies must base their budgets on eligible expenditures, and may not switch line items.

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

CATEGORIES	ESG Portion Only
Salaries & Fringe related to Operations (NOTE)	
Office Supplies & Postage	
Rent/Utilities/Insurance of shelter unit(s), office	\$28,900
Maintenance (purchase of service, fees, etc.)	
Maintenance Supplies	
Furniture/Fixtures and Equipment	
Security	
Prepared Meals for Homeless Participants	\$21,100
Other:	
TOTAL SHELTER OPERATIONS	\$50,000

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

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	<u>INCOME NOT TO EXCEED</u>	
		VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,800	less than \$23,000	less than \$36,800
2	less than \$15,800	less than \$26,300	less than \$42,050
3	less than \$17,750	less than \$29,600	less than \$47,300
4	less than \$19,700	less than \$32,850	less than \$52,550
5	less than \$21,300	less than \$35,500	less than \$56,800
6	less than \$22,900	less than \$38,150	less than \$61,000
7	less than \$24,450	less than \$40,750	less than \$65,200
8	less than \$26,050	less than \$43,400	less than \$69,400

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 14, 2010.

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

Month _____

Project Title: _____

Number of Individuals Served:

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

Average number served daily _____

Number of clients requesting assistance _____

Participant Characteristics:

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

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

On an average day, approximate percentages of:

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

Families with Children, headed by:

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

Exhibit "E"
Parks, Recreation and Neighborhood Services
PERFORMANCE MEASURES FORM

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for FY 2011/2012 utilizing the ESG funds. Provide how many households or individuals will realize each outcome and how each outcome will be measured. Copy page and attach to describe additional outcomes.

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this project being done? Include only the major project outcomes supported by the requested City funds.

Major Tasks: Outline the major tasks/activities to be conducted by this project (e.g. client outreach/assessment; job training, food vouchers, information/referral, counseling/case-management, etc.

Outputs: Quantifiable products of tasks, e.g. # of clients assisted, # of clients who received a referral and were helped, # of persons trained, # of children in program, etc.

Outcome Measurement: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the project's impact on participants be evaluated?

The boxes will expand as you type, please keep each Outcome on its own page.

Outcome #1

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

Provide 70 unduplicated homeless youth clients with emergency shelter.

100% or 70 youth will move from emergency shelter to transitional housing at the Shannon West Homeless Youth Center and or referred out to other appropriate long-term housing programs.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
An immediate assessment is completed upon arrival including mental health, substance abuse treatment, and health needs to stabilize the client.	Identify and asses client's immediate needs and provide emergency shelter.
70 youth will mjoye to transitional living and attend daily life skills groups.	70 youth will participate in life skills groups to gain the knowledge necessary to become independent as they reside in transitional housing rooms.
100% of clients entering into transitional housing rooms in need of education services will be placed in the appropriate setting.	Clients will enroll in and be encouraged to complete their basic education allowing them the opportunity to obtain post secondary education.
100% of clients who are employable will be required to attend HELP's job readiness program.	Clients will receive the necessary tools and training to become employed and will receive assistance with job placement.

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

Results will be measured by case management, individual treatment plans, weekly reports and weekly treatment team meetings and HMIS monthly reports of placement and services provided.

- 1) Number of youth who participate in long term housing and life skills program.
- 2) Number of youth enrolled in education.
- 3) Number of youth attending job readiness program and obtain employment
- 4) HMIS monthly report of service placements.

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
SALVATION ARMY**

THIS AGREEMENT, 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, hereinafter referred to as "City", and The Salvation Army a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is P.O. Box 28369 Las Vegas, NV 89126.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-ESG grant programs is 14.231; and

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

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

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

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

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

NOW, THEREFORE, 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

SUBRECIPIENT will be responsible for administering the FY 2011/2012 ESG-Funded project known as Safe Shelter and Community Meals (the "Program") to provide activities eligible under the ESG Grant program (specifically Shelter Operations) pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$50,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A". The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with the ESG rules and regulations, and the ESG Program Manual issued by the Department of Parks, Recreation and Neighborhood Services of the CITY.

II. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2011 through June 30, 2012, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

III. CLIENT DOCUMENTATION

The Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's ESG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons, certified as homeless qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "C" attached and incorporated herein as a part of this Agreement received services. 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 ESG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to both HUD and the City of Las Vegas. City Parks, Recreation, and Neighborhood Services (PRNS) staff and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of homelessness, income, and family size must be made available to City PRNS and HUD staff during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the ESG Program Manual for components of its Program, and utilize the forms and documentation methods contained therein. The Manual is located on the City of Las Vegas Website, and will be provided on CD to the Subrecipient, if so requested.

IV. CITY GENERAL CONDITIONS

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

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Parks, Recreation and Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability

form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

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

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

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

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

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

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

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

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers

shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

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

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

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. OTHER PROGRAM REQUIREMENTS

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

1. GENERAL--24 CFR 576

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

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

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

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

4. 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.

5. ENVIRONMENTAL STANDARDS

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

6. NATIONAL FLOOD INSURANCE PROGRAM

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

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

9. LEAD-BASED PAINT

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR Part 576.57

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

Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR Part 576.57 and (24 CFR Part 85.36(b)(3))

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

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

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 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

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

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

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Parks, Recreation, and Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the ESG grant must be spent as follows: a minimum of fifty (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the deficiencies in the expenditure of funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. In addition to the right to reprogram the unspent ESG funds, if the Project Sponsor fails to utilize all of the ESG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for ESG funding submitted by the Project Sponsor to the City by the amount of the ESG funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Parks, Recreation, and Neighborhood Services Director or his or her designee. All funds must be expended by June 30th, of the Program year.

H. ACCOUNTING METHODS

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

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

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

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

VII. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

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

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

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

C. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$49,999 are involved or (2) by the Director of Parks Recreation and Neighborhood Services or the Director's designee if funding amounts of less than \$50,000 are involved. In addition, the Director of Parks Recreation and Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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E. NOTIFICATION OF AGENCY CHANGES

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

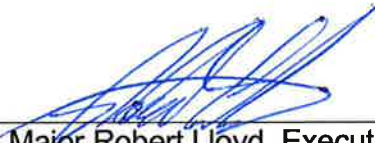
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS

The Salvation Army Clark County



Carolyn G. Goodman, Mayor



Major Robert Lloyd, Executive Director

Attest:


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

APPROVED AS TO FORM:
Robert S. Sylvain
Deputy City Attorney


Robert S. Sylvain 6-19-12

Council Action

April 6, 2011

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

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

A. PROGRAM SERVICES

Services to be provided:

1. Purpose of Services:

The overall program provides nutritious meals to homeless citizens. However, the funding for this grant will specifically be used for the salary of a part-time security guard for the safety of the shelter and occupants.

2. Tasks to be Performed:

Operation of Shelter

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

Ensure a safe, secure environment for 16,000 homeless individuals and families using the emergency shelters and community meals each month. (Exhibit E)

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

Purpose of Services

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

Progress Reports

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

The Report shall be forwarded to the City of Las Vegas Parks, Recreation, and Neighborhood Services Department, ATTN: Community Services Division, 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 Grants Administrator assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

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

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

SUBRECIPIENT will also provide to the Parks, Recreation and Neighborhood Services Department (PRNS) Exhibit "D", "Emergency Shelter Grant Beneficiaries Monthly and Annual Report" of the Agreement, by July 30th of the fiscal year the funds are awarded reflecting services for the previous fiscal year, noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

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

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

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual

or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
The Salvation Army of Clark County
Fiscal Year 2011-/2012- Emergency Shelter Grant Program Funds**

ESG Budgets are based on the funding request submitted in the application. Agencies must base their budgets on eligible expenditures, and may not switch line items.

SHELTER OPERATIONS

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

CATEGORIES	ESG Portion Only
Salaries & Fringe related to Operations (NOTE)	
Office Supplies & Postage	
Rent/Utilities/Insurance of shelter unit(s), office	
Maintenance (purchase of service, fees, etc.)	
Maintenance Supplies	
Furniture/Fixtures and Equipment	
Security	\$50,000
Prepared Meals for Homeless Participants	
Other:	
TOTAL SHELTER OPERATIONS	\$50,000

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

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	<u>INCOME NOT TO EXCEED</u>	
		VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,800	less than \$23,000	less than \$36,800
2	less than \$15,800	less than \$26,300	less than \$42,050
3	less than \$17,750	less than \$29,600	less than \$47,300
4	less than \$19,700	less than \$32,850	less than \$52,550
5	less than \$21,300	less than \$35,500	less than \$56,800
6	less than \$22,900	less than \$38,150	less than \$61,000
7	less than \$24,450	less than \$40,750	less than \$65,200
8	less than \$26,050	less than \$43,400	less than \$69,400

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 14, 2010.

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

Project Title: _____

Number of Individuals Served:

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

Average number served daily _____
 Number of clients requesting assistance _____

Participant Characteristics:

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

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

On an average day, approximate percentages of:

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

Families with Children, headed by:

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

Exhibit "E"
Parks, Recreation and Neighborhood Services
PERFORMANCE MEASURES FORM

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for FY 2011/2012 utilizing the ESG funds. Provide how many households or individuals will realize each outcome and how each outcome will be measured. Copy page and attach to describe additional outcomes.

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this project being done? Include only the major project outcomes supported by the requested City funds.

Major Tasks: Outline the major tasks/activities to be conducted by this project (e.g. client outreach/assessment; job training, food vouchers, information/referral, counseling/case-management, etc.

Outputs: Quantifiable products of tasks, e.g. # of clients assisted, # of clients who received a referral and were helped, # of persons trained, # of children in program, etc.

Outcome Measurement: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the project's impact on participants be evaluated?

The boxes will expand as you type, please keep each Outcome on its own page.

Outcome #1

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

Ensure safe, secure environment for 16,000 homeless individuals and families using the emergency shelter and community meals each month.

Major Tasks Necessary to Realize Outcomes

Outputs Resulting from Tasks

Employ security staff to patrol and protect the campus and dining room and curtail violent behavior and altercations.

Create an environment where staff and clients can feel safe and access security services when necessary.

Work with the Las Vegas Metro Police to ascertain violent and criminal behaviors and evict persons creating an unhealthy environment at the facility.

Maintain logs of trespassed persons to prevent their re-entering.

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

1. Security staff maintains logs of all incidents to evaluate prevalence of incidents, and monitor for re-occurrence to identify persons bringing criminal behaviors to the campus and taking steps to prevent those persons from re-entering and creating unhealthy behaviors that could threaten staff of clients on campus.
2. Trespass sheets and log entries distributed to staff to alter them to persons whose behavior is not suitable on campus and gain their assistance in identifying person who violate campus behavior rules.
3. Routine patrol of the Homeless Services campus to reduce incidents of drug and alcohol activity on the property.
4. Routine contact with the Metro Help Team used to evict persons with menacing behavior and evaluate security performance.

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
SHADE TREE**

THIS AGREEMENT, 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, hereinafter referred to as "City", and The Shade Tree, Inc a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is P.O. Box 669 Las Vegas, NV 89125

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-ESG grant programs is 14.231; and

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

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

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

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

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

NOW, THEREFORE, 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

SUBRECIPIENT will be responsible for administering the FY 2011/2012 ESG-Funded project known as The Shade Tree Emergency Shelter Program (the "Program") to provide activities eligible under the ESG Grant program (specifically Shelter Operations) pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$50,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A". The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with the ESG rules and regulations, and the ESG Program Manual issued by the Department of Parks, Recreation and Neighborhood Services of the CITY.

II. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2011 through June 30, 2012, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

III. CLIENT DOCUMENTATION

The Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's ESG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons, certified as homeless qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "C" attached and incorporated herein as a part of this Agreement received services. 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 ESG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to both HUD and the City of Las Vegas. City Parks, Recreation, and Neighborhood Services (PRNS) staff and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of homelessness, income, and family size must be made available to City PRNS and HUD staff during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the ESG Program Manual for components of its Program, and utilize the forms and documentation methods contained therein. The Manual is located on the City of Las Vegas Website, and will be provided on CD to the Subrecipient, if so requested.

IV. CITY GENERAL CONDITIONS

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

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Parks, Recreation and Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability

form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

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

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

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

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

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

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

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

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers

shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

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

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

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. OTHER PROGRAM REQUIREMENTS

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

1. GENERAL--24 CFR 576

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

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

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

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

4. 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.

5. ENVIRONMENTAL STANDARDS

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

6. NATIONAL FLOOD INSURANCE PROGRAM

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

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

9. LEAD-BASED PAINT

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR Part 576.57

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

Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR Part 576.57 and (24 CFR Part 85.36(b)(3))

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

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

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 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

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

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

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Parks, Recreation, and Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the ESG grant must be spent as follows: a minimum of fifty (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the deficiencies in the expenditure of funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. In addition to the right to reprogram the unspent ESG funds, if the Project Sponsor fails to utilize all of the ESG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for ESG funding submitted by the Project Sponsor to the City by the amount of the ESG funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Parks, Recreation, and Neighborhood Services Director or his or her designee. All funds must be expended by June 30th, of the Program year.

H. ACCOUNTING METHODS

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

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

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

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

VII. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

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

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

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

C. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$49,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$50,000 are involved. In addition, the Director of Parks, Recreation and Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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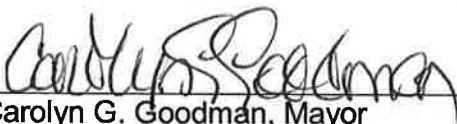
E. NOTIFICATION OF AGENCY CHANGES

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

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

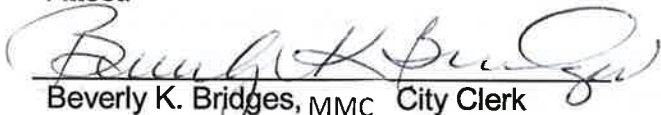
CITY OF LAS VEGAS

The Shade Tree, Inc.


Carolyn G. Goodman, Mayor


Marlene E. Richter, Executive Director

Attest:


Beverly K. Bridges, MMC City Clerk

APPROVED AS TO FORM:
Robert S. Sylvain
Deputy City Attorney

 2-14-12

Council Action

April 6, 2011

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

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

A. PROGRAM SERVICES

Services to be provided:

1. Purpose of Services:
The Shade Tree Shelter provides emergency shelter to homeless and abused women and their dependent children and domestic pets.
2. Tasks to be Performed:
Operation of Shelter
3. Level of Service to be Provided and Measurable Goals for Grant period:
Operations of the Shade Tree shelter will consist of paying for rent and utilities, per the Goals and Objectives Form (Exhibit E)

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

Purpose of Services

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

Progress Reports

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

The Report shall be forwarded to the City of Las Vegas Parks, Recreation, and Neighborhood Services Department, ATTN: Community Services Division, 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 Grants Administrator assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

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

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

SUBRECIPIENT will also provide to the Parks, Recreation and Neighborhood Services Department (PRNS) Exhibit "D", "Emergency Shelter Grant Beneficiaries Monthly and Annual Report" of the Agreement, by July 30th of the fiscal year the funds are awarded reflecting services for the previous fiscal year, noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

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

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

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual

or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
Catholic Charities of Southern NV
Fiscal Year 2011-/2012- Emergency Shelter Grant Program Funds**

ESG Budgets are based on the funding request submitted in the application. Agencies must base their budgets on eligible expenditures, and may not switch line items.

SHELTER OPERATIONS

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

CATEGORIES	ESG Portion Only
Salaries & Fringe related to Operations (NOTE)	
Office Supplies & Postage	
Rent/Utilities/Insurance of shelter unit(s), office	50,000
Maintenance (purchase of service, fees, etc.)	
Maintenance Supplies	
Furniture/Fixtures and Equipment	
Security	
Prepared Meals for Homeless Participants	
Other:	
TOTAL SHELTER OPERATIONS	\$50,000

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

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	INCOME NOT TO EXCEED	
		VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,800	less than \$23,000	less than \$36,800
2	less than \$15,800	less than \$26,300	less than \$42,050
3	less than \$17,750	less than \$29,600	less than \$47,300
4	less than \$19,700	less than \$32,850	less than \$52,550
5	less than \$21,300	less than \$35,500	less than \$56,800
6	less than \$22,900	less than \$38,150	less than \$61,000
7	less than \$24,450	less than \$40,750	less than \$65,200
8	less than \$26,050	less than \$43,400	less than \$69,400

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 14, 2010.

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

Month _____

Project Title: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
Unduplicated # Served this month _____ (ESG Amount ÷ Total Project Budget)

of clients requesting assistance this month _____

Participant Characteristics:

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

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

On an average day, approximate percentages of:

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

Families with Children, headed by:

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

Exhibit "E"
Parks, Recreation and Neighborhood Services
PERFORMANCE MEASURES FORM

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for FY 2011/2012 utilizing the ESG funds. Provide how many households or individuals will realize each outcome

Outcome Measurement: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the project's impact on participants be evaluated?

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

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Comprehensive intake assessment at time of admission to determine individual capacity and needs.	90% of clients will learn at least one service referral to address each casual factor identified at intake.
A case manager will be assigned within 72 hours of admission.	100% of clients will have a case manager and a case plan within 2 weeks.
For clients identifying a health concern at intake, a comprehensive medical assessment will be completed.	100% of clients assessed with medical issues will receive at least one referral to a program to address those issues and provide treatment.

The Shade Tree evaluates through the following methods: A) Bridges-database to collect and track client services. B) HMIS – Individual client data tracking system C) Multi-disciplinary Team Review Meetings D) Job Development and Life Skills/Recovery Testing – staff administers Comprehensive Adult Student Assessment System (CASAS) Employability Competency Systems (ESC) Appraisal to assess each clients workplace readiness. E) Participation logs F) ESG Logs G) Exit evaluation forms.

2015 FEB 26 10:00
DEPARTMENT
OF DEFENSE SERVICES

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
WEST CARE**

THIS AGREEMENT, 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, hereinafter referred to as "City", and WestCare Nevada nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 401 South Martin Luther King Las Vegas, NV 89106.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-ESG grant programs is 14.231; and

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

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

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

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

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

NOW, THEREFORE, 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

SUBRECIPIENT will be responsible for administering the FY 2011/2012 ESG-Funded project known as Emergency Shelter (the "Program") to provide activities eligible under the ESG Grant program (specifically Shelter Operations) pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$14,208 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A". The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with the ESG rules and regulations, and the ESG Program Manual issued by the Department of Parks, Recreation and Neighborhood Services of the CITY.

II. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2011 through June 30, 2012, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

III. CLIENT DOCUMENTATION

The Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's ESG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons, certified as homeless qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "C" attached and incorporated herein as a part of this Agreement received services. 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 ESG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to both HUD and the City of Las Vegas. City Parks, Recreation, and Neighborhood Services (PRNS) staff and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of homelessness, income, and family size must be made available to City PRNS and HUD staff during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the ESG Program Manual for components of its Program, and utilize the forms and documentation methods contained therein. The Manual is located on the City of Las Vegas Website, and will be provided on CD to the Subrecipient, if so requested.

IV. CITY GENERAL CONDITIONS

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

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Parks, Recreation and Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability

form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

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

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

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

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

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

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

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

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers

shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

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

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

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. OTHER PROGRAM REQUIREMENTS

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

1. GENERAL--24 CFR 576

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

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

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

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

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

4. 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.

5. ENVIRONMENTAL STANDARDS

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

6. NATIONAL FLOOD INSURANCE PROGRAM

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

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

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

9. LEAD-BASED PAINT

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

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR Part 576.57

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

Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. CONFLICT OF INTEREST 24 CFR Part 576.57 and (24 CFR Part 85.36(b)(3))

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

F. DRUG-FREE WORKPLACE

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

G. EXPIRATION OR REVOCATION OF AGREEMENT

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

H. ANTI-LOBBYING

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

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

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 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

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

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

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Parks, Recreation, and Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the ESG grant must be spent as follows: a minimum of fifty (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the deficiencies in the expenditure of funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. In addition to the right to reprogram the unspent ESG funds, if the Project Sponsor fails to utilize all of the ESG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for ESG funding submitted by the Project Sponsor to the City by the amount of the ESG funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Parks, Recreation, and Neighborhood Services Director or his or her designee. All funds must be expended by June 30th, of the Program year.

H. ACCOUNTING METHODS

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

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

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

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

VII. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

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

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

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

C. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$49,999 are involved or (2) by the Director of Parks Recreation and Neighborhood Services or the Director's designee if funding amounts of less than \$50,000 are involved. In addition, the Director of Parks Recreation and Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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E. NOTIFICATION OF AGENCY CHANGES

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

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

CITY OF LAS VEGAS

WestCare Nevada

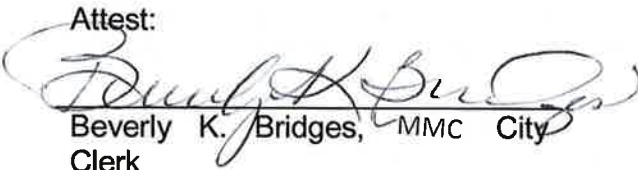


Carolyn G. Goodman, Mayor



Maurice Lee, Executive Director

Attest:



Beverly K. Bridges, MMC City
Clerk

APPROVED AS TO FORM:
Robert S. Sylvain
Deputy City Attorney



Robert Sylvain 4-11-12

Council Action

April 6, 2011

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

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

A. PROGRAM SERVICES

Services to be provided:

1. Purpose of Services:
The funding will support the operation of an Emergency Shelter for runaway homeless youth ages 10-17 years old.
2. Tasks to be Performed:
Operation of Shelter including facility rent and utilities
3. Level of Service to be Provided and Measurable Goals for Grant period:
1200 youth and their families will receive crisis intervention services, individual case management, educational and support groups, and referrals to community services. Form (Exhibit E)

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

Purpose of Services

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

Progress Reports

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

The Report shall be forwarded to the City of Las Vegas Parks, Recreation, and Neighborhood Services Department, ATTN: Community Services Division, 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 Grants Administrator assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

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

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

SUBRECIPIENT will also provide to the Parks, Recreation and Neighborhood Services Department (PRNS) Exhibit "D", "Emergency Shelter Grant Beneficiaries Monthly and Annual Report" of the Agreement, by July 30th of the fiscal year the funds are awarded reflecting services for the previous fiscal year, noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

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

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

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

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

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual

or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
WestCare Nevada**

Fiscal Year 2011-/2012- Emergency Shelter Grant Program Funds

ESG Budgets are based on the funding request submitted in the application. Agencies must base their budgets on eligible expenditures, and may not switch line items.

SHELTER OPERATIONS

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

CATEGORIES	ESG Portion Only
Salaries & Fringe related to Operations (NOTE)	
Office Supplies & Postage	
Rent/Utilities/Insurance of shelter unit(s), office	\$14,208
Maintenance (purchase of service, fees, etc.)	
Maintenance Supplies	
Furniture/Fixtures and Equipment	
Security	
Prepared Meals for Homeless Participants	
Other:	
TOTAL SHELTER OPERATIONS	\$14,208

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

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	<u>INCOME NOT TO EXCEED</u>	
		VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than \$13,800	less than \$23,000	less than \$36,800
2	less than \$15,800	less than \$26,300	less than \$42,050
3	less than \$17,750	less than \$29,600	less than \$47,300
4	less than \$19,700	less than \$32,850	less than \$52,550
5	less than \$21,300	less than \$35,500	less than \$56,800
6	less than \$22,900	less than \$38,150	less than \$61,000
7	less than \$24,450	less than \$40,750	less than \$65,200
8	less than \$26,050	less than \$43,400	less than \$69,400

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 14, 2010.

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

Project Title: _____

Number of Individuals Served:

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

Average number served daily _____
 Number of clients requesting assistance _____

Participant Characteristics:

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

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

On an average day, approximate percentages of:

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

Families with Children, headed by:

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

Exhibit "E"
Parks, Recreation and Neighborhood Services
PERFORMANCE MEASURES FORM

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for FY 2011/2012 utilizing the ESG funds. Provide how many households or individuals will realize each outcome and how each outcome will be measured. Copy page and attach to describe additional outcomes.

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this project being done? Include only the major project outcomes supported by the requested City funds.

Major Tasks: Outline the major tasks/activities to be conducted by this project (e.g. client outreach/assessment; job training, food vouchers, information/referral, counseling/case-management, etc.

Outputs: Quantifiable products of tasks, e.g. # of clients assisted, # of clients who received a referral and were helped, # of persons trained, # of children in program, etc.

Outcome Measurement: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the project's impact on participants be evaluated?

The boxes will expand as you type, please keep each Outcome on its own page.

Outcome #1

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

Provide a safe and secure shelter and supportive services for 1200 runaway and homeless youth while working toward alleviating the problems that necessitate placement.

Major Tasks Necessary to Realize Outcomes

Outputs Resulting from Tasks

Provide individual assessments within 2 hours of entering shelter to ascertain immediate needs and presenting challenges

WestCare Nevada will safely reunite 80% of all youth with their families or appropriate alternative placement within 21 days of admission.

80% of youth that return home will remain reunited with their families.

1200 youth and their families will receive crisis intervention services, individual counseling for 1-hour daily, educational and support groups 2 times daily, and referrals to appropriate community services.

1200 youth and their families will receive referrals to mainstream community support programs and eliminate the need for continued out of home placement and/or continued homelessness.

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

100% of families receiving services will complete a discharge aftercare plan documenting the resources and referrals provided to support reunification. A signed copy will be maintained in the case file, which is stored in a locked, fire-resistant file cabinet. Conduct random follow up contact at one month and six month intervals following services.

At discharge, youth will complete a brief consumer questionnaire in order to measure their level of satisfaction with services provided. The results will be used to continue to improve servies.