COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Anthony Pollard Foundation - Rainbow Dreams Academy
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Anthony Pollard Foundation - Rainbow Dreams Academy** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 950 W. Lake Mead Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **RDA Full-Day Kindergarten Program & Freedom Schools Summer Program** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$25080** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Anthony Pollard Foundation

Diane Pollard, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-28-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide kindergarten and literacy program.

2. Tasks to be Performed:
   Provide a full day kindergarten program and summer literacy program for children from K-8.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide at least 44 low income youth with K-8 education and 100 youth access to the Freedom School Summer Program. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$25,080	25% to be spent per quarter	$6,270

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$25,080			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$25,080			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Anthony Pollard Foundation - Rainbow Dreams Academy	Month & Year	

<u>Unduplicated</u> Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	144	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Anthony Pollard Foundation - Rainbow Dreams Academy**
PROGRAM: **RDA Full-Day Kindergarten Program & Freedom Schools Summer Prgm.**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

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

As the sponsor of Rainbow Dreams Charter School, the Anthony L. Pollard Foundation will serve approximately 144 households (44 K-8 students and 100 Freedom School) through its full-day kindergarten program and summer learning program and as sponsor of the Las Vegas CDF Freedom Schools, a national program of the Children's Defense Fund. As was the case during summer 2011 participants will represent students and families primarily from the historic West Las Vegas community (e.g. participating children were students from Booker ES, 100 Academy of Las Vegas, Agassi Prep, etc.) and others who demonstrate the greatest need and potential gains from participation in these programs.

Together, these programs will improve reading skills of students in small classroom settings, increase parental engagement through weekly parent seminars and seminars and workshop that provide strategies for parents and caregivers to support student learning and literacy at home, and service learning opportunities that teach children how they can be advocates for positive social changes in their communities. We believe that through rigorous academic instruction during an extended kindergarten day and beyond the regular school year during the summer months, it will help us achieve our goal of having 100% of kindergarteners reading at or above grade level, 100% engaged in a social action project designed to improve their local community, 90% parent/caregiver participation. We expect that our kindergarten and summer program participants will demonstrate high academic gains and love of, learning compared to those students who do not participate in similar early childhood or summer learning educational opportunities.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Provision of high-quality instruction and Educational opportunities for underserved Students through a full-time kindergarten program and summer learning program at no cost to parents.	A literacy-high learning environment that Exposes and provides the curricular Materials and resources essential to improved student learning and achievement.
Curriculum development and facilitation of weekly parent seminars and meetings and social action activities for students and families.	90% attendance at parent seminars and meeting and 100% participation in social action activities from parent and caregivers.

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

Program outcomes will be measured according to the following methods and evaluation tools (1) Teacher and Intern Evaluations, (2) Student Assessments, and (3) Parent Surveys and Interviews.

Teacher Evaluations- As required by the Rainbow Dreams Academy charter sponsor, the school principal will conduct regularly classroom observations and an annual evaluation of the full-day kindergarten teachers to measure the effectiveness of their lessons, classroom instruction, and levels of student achievement and improvement as an indicator of the quality of their teaching. Similarly, the college-aged interns hired to serve as classroom teachers for the Las Vegas CDF Freedom School summer learning program will undergo evaluations by the Site Coordinator, who serves as their direct supervisor during the 6-week program.

Student Assessments – Pre-test and post-test data assessing the reading proficiency of kindergarteners will be collected at the start and conclusion of the school year to accurately measure the ways in which the instructional opportunities provided in full-day kindergarten lend themselves to measurable results for enrolled students.

Those students identified as needing additional reading and literacy support via the Northwest Evaluation Associations' Measures of Academic Progress (MAP), will be monitored weekly and complete an adaptive test at the end of the program to measure their overall achievement and growth in literacy. As a sound evaluation tool, MAP provides access to information including percentile rank, achievement scores, projected efficiency on state mandated tests and growth for each child from year to year.

Assessments for the summer learning program will be more student-centered and consist of interviews with families to develop a specialized summer educational experience for each child and family that will include outcome expectations such as improved reading skills, character development, and greater awareness concerning health and wellness issues.

Parent Surveys and Interviews - Quantitative and qualitative data measuring parent and family perspectives concerning the content and perceived value of full-day kindergarten and summer learning programs will b collected, analyzed, and interpreted by the program administrator as yet another measure of the program's outcome and effectiveness in providing meaning educational experiences for underserved children. This is particularly important data since most programs identify parental involvement as an important component to student learning, but fail to capture the voices and perspectives of parents as it pertains to the educational experiences of their children.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Blind Center of Nevada, Inc.
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Blind Center of Nevada, Inc.** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 1001 N. Bruce Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Day Program** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$25,080** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Blind Center of Nevada, Inc.

Veronica Wilson, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide social, recreational and life skills to visually impaired clients.

2. Tasks to be Performed:
Visually impaired/blind adults will be provided social, recreational, and life skills to increase self-sufficiency and opportunities for employment.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide 150 visually impared clients with day activities. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$25,080	25% to be spent per quarter	$6,270

Request #	Amount of Request	Period Covered
		From To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$10,000			
Operating Costs	$15,080			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$25,080			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Blind Center of Nevada, Inc.	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	150	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: Blind Center of Nevada, Inc.
PROGRAM: Day Program

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
The Blind Center's day Program will create a positive social setting and support system outside of the home environment for 150 blind or visually impaired Las Vegas residents.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Client outreach/assessment/placement	The Blind Center will process an average of 40 inquires a day and enroll 8 new members per month
Information, referral, advocacy	75 CLV clients will find resources to solve housing, medical, and financial problems
Scheduling a variety of programs and services to appeal to all ages	150 CLV will participate in one or more of the 24 free activities at the Center
Peer support, counseling, daily living skills training	75 CLV clients will experience less frustration and depression as they deal with vision loss
Volunteer recruitment, training, supervision	10+ sighted people will assist clients
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. -Information about the Day Program provided to callers, drop in visitors and through outreach activities in the community will be tracked by number of calls/visitors and number of events. -A master membership list will be maintained, indicating age, residency, ethnicity, and income level. -The Program Manager swill track the number of new members added per month. -The Program Manager will provide counseling and advocacy, as needed, and track the types of requests for assistance and how they were resolved. -The Executive Director will oversee volunteer recruitment and training.	

Outcome #2 *Describe how participants will benefit and how many are expected to realize this outcome.*	
The Blind Center's Day Program will offer free programs and activities, both on and off site, that encourage independence and improve the quality of life for 150 blind/visually impaired Las Vegas residents.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Transportation	120 CLV clients will use this service
Technology Training	30 CLV clients will learn to use computers
Meal Service	150 CLV clients will enjoy a free breakfast and/or lunch as part of day time activities
Shopping Trips	120 CLV clients will be able to purchase groceries, prescriptions, and personal items independently
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. -Daily logs maintained by the drivers will document the people using Blind Center transportation. -The Program Manager will maintain program attendance including those participating in breakfast/lunch, computer training, shopping, and other activities.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Boys & Girls Club of Las Vegas
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Boys & Girls Club of Las Vegas** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 2580 S. Lindell Las Vegas, NV 89126.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **College Bound** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$20,900** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000

in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

Boys & Girls Club of Las Vegas

~~Jim Richards, Executive Director~~
DULCINEA ALMAZAN, PRESIDENT/CEO

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide college prep and mentoring to low income teens.

2. Tasks to be Performed:
Provide one on one case management and mentoring to low income teens to prepare them for college.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide 25 youth, ages 14 – 16, one-on-one academic advising and mentoring to prepare them for college. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$20,900	25% to be spent per quarter	$5,225

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$20,000			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$900			
TOTAL	$20,900			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Boys & Girls Club of Las Vegas	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	25	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: Boys & Girls Club of Las Vegas
PROGRAM: College Bound

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

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

25 youth, ages 14 – 16, will benefit from one-on-one academic advising and mentoring in order to better prepare them for college.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Implement College Bound Program	Program becomes available to 25 youth.
Provide intensive case management and mentoring to youth.	25 youth will receive one-to-one academic advising, high school graduation preparation, tips for improving study skills, SAT preparation, advising on financial aid and scholarship information and participate in college tours.
Host quarterly parent/guardian activities that bring the youth and their parent/guardian together to learn about college preparation and academic success.	75% of youth enrolled in the program and their parents will attend sessions.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.
Tool: Monthly participation report.
Method: Track participation in the College Bound program to include resources provided meetings with high school counselors, coursework completed, and college tours.

Tool: Outcomes Measurement Survey
Method: Pre-post survey to determine if participants improved their likelihood to attend college based upon the case management, resources and information available to them.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Catholic Charities of Southern NV
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Catholic Charities of Southern NV** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 1501 Las Vegas Blvd. N. Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Employment Services Center - RWP** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$41,800** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Catholic Charities of Southern NV PS #1

Patrick R. Leary, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide transportation, clothing, Sheriff and Health card for homeless to gain employment

2. Tasks to be Performed:
   Provide clients with transportation to assist with employment to prevent homelessness.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide at least 350 clients shelter and job training. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$41,800	25% to be spent per quarter	$10,450

Request #	Amount of Request	Period Covered
		From To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$20,900			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$20,900			
TOTAL	$41,800			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Catholic Charities of Southern NV PS #1	Month & Year	

<u>Unduplicated</u> Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	350	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: Catholic Charities of Southern NV PS #1
PROGRAM: Employment Services Center - RWP

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
Provide approximately 350 unduplicated homeless individuals with shelter, food, case management, life skills, job coach/retention specialist skills and resources; various job search services to obtain spot/day labor, part-time, and full-time employment opportunities; assistance with transportation to/from work.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Address basic needs	Clients will be provided shelter and food. Clients will be provided a bed, access to restroom facilities, including a shower, meals daily, clothing items and personal hygiene products.
Individualized Case Management Plan	Refer clients to mainstream programs such as TANF, unemployment, child support enforcement, etc. Create transitional plan for clients to prepare for employment and independent living conditions
Assess barriers and client skills	Identify life skills barriers and determine appropriate employment opportunities. Assess client job skills needed to secure and maintain employment and become self-sufficient. Each client will enter the program with different circumstances; education and skill level; attitude; and physical and mental condition, and therefore may require a variety of services before becoming employed and self-sufficient. Determine if referrals to other service providers are necessary.
Assess clients work readiness	Ensure client is physically/mentally ready to work and possesses appropriate employer required documentation, and transportation to/from work site is made available.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.
Clients will be provided intense case management assessments with ongoing contact to assure a more stable client experience.

The established structure will serve as a positive reinforcement for individuals to restore dignity, self-esteem, and to promote, enhance, and develop the skills and abilities required to secure and maintain permanent housing, spot/day labor, part-time and full-time employment, and help them to become self-sufficient, positive, productive members of the community.

Client data and progress case notes will be kept in HMIS and BRIDGES network. Program management-level staff will review HMIS reports each month to evaluate program services, HMIS data quality, and effective use of HMIS as a client and inventory management tool.

One day employment will be identified as working at least 4-hours per day.

Outcome #2:	
Provide approximately 350 unduplicated homeless individuals with increased job skills, and connect job ready clients with employment opportunities via transportation assistance, and advocacy for training and re-certification to increase employability and secure part time/ full time employment and ultimately become self sufficient.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Provide employment assessments and job market orientations	Client is work ready and prepared to obtain and retain employment
Assist with resume writing and completion of job applications	Client obtains job related tools and is able to apply for employment
Application/interview/hiring process referral and assistance	Client obtains employment
Identify missing I-9 requirements for legal right to work in United States	Employment eligibility
Identify work specific employment documents	Obtain employment
Secure spot/day labor, and volunteer approximately 24 per week completing house duties to enhance job skills for future employment opportunities	Clients will be gradually integrated into mainstream job market and acquire relevant job skills; clients will obtain new job skills and/or certifications and become more competitive in the current job market
Provide transportation assistance	Client is able to get to/from job skills training and/or employment opportunities

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Catholic Charities of Southern NV
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Catholic Charities of Southern NV** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 1501 Las Vegas Blvd. N. Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **St. Vincent HELP Apartments** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$29260** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Catholic Charities of Southern NV

Patrick R. Leary, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide case management and transitional affordable housing to prevent homelessness.

2. Tasks to be Performed:
Provide client services such as case management and transportation to 120 clients residing in the St. Vincent HELP Apartments.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide case management to at least 190 clients who reside in transitional housing before and after services. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$29,260	25% to be spent per quarter	$7,315

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$29,260			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$29,260			

Signature _____ Date _____

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Catholic Charities of Southern NV	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	190	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

---

End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: Catholic Charities of Southern NV PS #2
PROGRAM: St. Vincent HELP Apartments

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
190 unduplicated residents (current and post-residency) will receive assistance from case management by demonstrating self-sufficiency, ability to obtain employment, basic life skills including, budgeting of income, purchase and preparation of food, and how to access community agencies within 24-months of entry into the program.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Case manager will provide initial assessment of client needs.	Client will transition into affordable, permanent, and safe housing.
Case manager will develop individualized service plans requiring monthly progress interviews with clients.	Service plans are established and/or reviewed monthly. Clients will meet with case managers to report progress and/or barriers regarding their transition to self-sufficiency.
Case manager will provide guidance and exit services during and after program participation.	Employed clients exited the program with a monthly wage increase.
Case manager will provide assistance to unemployed clients who are able to work and help them gain employment and income.	Clients that become employed will open a savings account to save funds towards transitioning into safe, affordable, and permanent housing.
Case manager will provide guidance to clients that are not able to become employed and help them locate safe, affordable, and permanent housing before their 24-month program period expires.	Clients will transition into safe, affordable, and permanent housing that best suits their individual needs and income.

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

Evaluation Tools:
- Client service plan
- Case manager contact log
- Pay stubs for employed individuals
- Employer evaluations
- Benefits provider verification for fixed income
- Medical and psychological assessments provided by outside agencies
- Monthly, quarterly and annual performance reports
- Client self-assessments

Methods:
- Face-to-face interviews
- Inspection of residents' living quarters
- Weekly staff meetings to discuss individual client performance and implementation strategies
- Physical observations

Benchmarks:
- U.S. Census Bureau demographics
- State, county and city performance criteria
- Internal year-to-date and prior-year statistical levels

Follow-up/Tracking:
- Post-residency requests for services and documentation initiated by former residents, employers and other community agencies

Project impact on participants (evaluation):
- Exit surveys
- Unsolicited feedback from community agencies
- Staff conferences for in-depth assessment of program policies and procedures

Client data and progress case notes will be kept in HMIS and BRIDGES network.
Program management-level staff will review HMIS reports each month to evaluate program services, HMIS data quality, and effective use of HMIS as a client and inventory management tool.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Catholic Charities of Southern NV
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Catholic Charities of Southern NV PS** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 1501 Las Vegas Blvd. N. Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Public Restrooms** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12,540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Catholic Charities of Southern NV

Patrick R. Leary, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide a safe and sanitary restroom environment for homeless citizens.

2. Tasks to be Performed:
   Provide public restrooms to homeless citizens on a 24 hour basis.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Allow the public safe and sanitary acces to public restrooms. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12,540	25% to be spent per quarter	$3,135

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$12540			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$12540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Catholic Charities of Southern NV PS #3	Month & Year	

<u>Unduplicated</u> Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	730	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Catholic Charities of Southern NV PS #3**
PROGRAM: **Public Restrooms**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

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

Serving between 730 to 1,850 unduplicated clients ranging from 2 to 5 new clients per day within the City of Las Vegas and surrounding areas will benefit by utilizing these public restrooms to manage their personal hygiene and attend to their basic needs. Catholic Charities will provide safe and sanitary restrooms to the homeless population 7 days a week, 24 hours a day.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Cleaning Supplies	Sanitary Environment
Housekeeping and Maintenance Staff	Sanitary and Safe Environment
Security Staff	Safety and Security

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

The public restrooms will be available 7 days a week, 24 hours a day, 365 days of the year. Housekeeping staff will ensure a sanitary environment; Maintenance staff will ensure that the restrooms are functioning properly and safely. 24-hour Security (security guards and video surveillance) will ensure that the public and the homeless community have a safe and secure environment in which to attend to their personal hygiene and basic needs.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Clark County Law Foundation
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Clark County Law Foundation** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 725 S. 8th Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Trial By Peers** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$16,720** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Clark County Law Foundation

~~Kelly Thomas-Boyers, MBA, Executive Director~~ JADE DEITRICK
PROGRAM DIRECTOR

Attest:

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

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-28-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide positive alternatives to juvenile offenders by providing a court of their peers.

2. Tasks to be Performed:
Juvenile diversion program for first/second time, non-violent offenders charged with misdemeanors. Clients will learn all aspects of a trial and participate as lawyers and jurrors.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide community service, jury duty, and counseling to 200 youth, 50 of which will become peer counselors. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$16,720	25% to be spent per quarter	$4,180

Request #	Amount of Request	Period Covered
		From To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$16,720			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$16,720			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Clark County Law Foundation	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	135	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

EXHIBIT "E"
Page 2

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Clark County Law Foundation**
PROGRAM: **Trial By Peers**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1:

Approximately 20 youths charged with misdemeanors will be diverted out of the juvenile system into the Trial By Peers program. Youth will be given a second chance to stay out of the Juvenile Justice system and will also have the opportunity to take responsibility for their actions.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Community Service	20 youth diverted into Trial By Peers will avoid the Juvenile Justice system
Jury Duty	
Letters of Apology/Essays/Counseling	

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

TBP will keep record of the youth offender's progress in the program. Once they have completed the TBP imposed sentence Juvenile Service will be notified. Juvenile Justice services will keep track of those that re-offend and those that stay out of the juvenile justice system for the remainder of the time they are classified as a juvenile.

Trial By Peers impact on the juveniles and their parents/guardians will also be evaluated by surveys. After court, Trial By Peers sends the juvenile and their parents/guardians a survey/feedback form with their necessary paperwork. Forms are turned in once their sentence is completed.

Outcome #2:

Approximately 55 juveniles benefit from jury participation. Jury participants will benefit from Trial By Peers by gaining awareness and respect for their legal responsibilities to society and to afford an opportunity for the youth to play a positive role in the administration of justice.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Serve on Trial By Peers jury	55 juveniles will have served and learned
Play an active role in deciding peers guilt or innocence	about the trial process in a court case
Play an active role in deciding peers sentence	

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

TBP will keep record of the youth that participate on the TBP jury. Staff will monitor jury deliberations to ensure everyone participates.

Outcome #3:

Approximately 20 youths will attend the TBP Summer counselor Course. Participants of the course benefit by learning about the criminal justice system, court procedures, and case preparations. Once they graduate, they are sworn in as Peer Counselors in the program. Then youth will be introduced to the justice system through the hands on experience of prosecuting or defending an actual case in court in front of a real judge.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Attend class twice a week for two hours for a total of 8 to 10 weeks	20 juveniles will be trained and prepared to participate in the 2011-12 Trial by Peers program.
Complete TBP homework, attend actual court proceedings	
Participate in mock trial, take bar exam based on TBP material taught	

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

TBP staff will keep record of summer course attendance, homework assignments completed, participation in mock trial, attendance to actual court proceeding and of bar examinations.

Outcome #4:

Approximately 40 youths will attend the TBP youth enrichment classes. Participants of the course will benefit by learning about Clark County juvenile laws, character education and career education. They will also have the opportunity to continue to participate in the TBP program by becoming a peer counselor or serving on the jury.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Attend one hour class	40 juveniles will be trained and learn about the Trial by Peers program as a possible
Complete related activities	extra-curricular activity
Participate in group discussion	

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

TBP staff will keep record of class attendance and participation. After successful completion of the class TBP staff will keep track of their achievements and involvement within the TBP program.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Community Counseling Center
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Community Counseling Center** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 1120 Almond Tree Lane, Ste. #207 Las Vegas, NV 89104.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Co-occurring Disorders Program** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$51,573** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Community Counseling Center PS

Ron Lawrence, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-21-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide case management to mentally ill clients with substance abuse problems.

2. Tasks to be Performed:
Provide counseling and supportive services to 150 clients with dual diagnosis of mentally ill and drug addiction.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide counseling and supportive services to at least 142 dually diagnosed clients. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$51,573	25% to be spent per quarter	$12,893

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$51,573			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$51,573			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Community Counseling Center PS	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	25	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: Community Counseling Center PS
PROGRAM: Co-ocurring Disorders Program

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
By June 30, 2012, 25 individuals diagnosed with both mental health disorders and addiction will experience addiction recovery and display an average of a 7 point improvement in the Global Assessment of Functioning (GAF) score, as depicted in the Diagnostic and Statistical Manual (DSM-IV-TR) of the American Psychiatric Association	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Individuals referred to Community Counseling Center receive a comprehensive intake assessment and substance use screening to assess needs and appropriate course of treatment	25 individuals are admitted into the Co-occurring Program over the course of the grant year
Clients participate in intensive outpatient drug therapy, clients attend both individual and group therapy appointments 3 days per week. When indicated, clients receive referrals to additional internal and external supportive services for medications, health care, support groups, aftercare, social services, and family therapy	25 individuals receive 15 hours of intensive drug treatment and therapy per week for 8 weeks. Upon discharge, clients are referred to aftercare programs for continuum of care
Counselors regularly monitor client progress and maintain detailed records. GAF scores will be updated mid-treatment and prior to discharge. Clients will be subject to random drug testing	25 individuals experience substance abuse recovery. All will be substance free at discharge. On average, clients will experience an increase of 7 points on the GAF score, a significant improvement for individuals with dual-diagnoses.
Counselors will maintain detailed records of demographic information and progress notes for each client. Individual progress in therapy will be determined by the counselors' employment of the Global Assessment of Functioning (GAF) score, as depicted in the Diagnostic and Statistical Manual (DSM-IV-TR) of the American Psychiatric Association at assessment, after 4 weeks of treatment, and at discharge. Clients are expected to remain substance free while in the program, and will be subject to random drug testing via urinalysis. 100% will be substance- free at the time of discharge from the program. Clients will remain in the program until the counselor determines there has been a sustained period of abstinence, alleviation of symptoms, and a positive change in the GAF score. Individuals who do not show a significant improvement after the initial 8 weeks of treatment will remain in the program.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Consumer Credit Counseling Service
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Consumer Credit Counseling Service** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 2650 S. Jones Las Vegas, NV 89146.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Financial Literacy Protecting Seniors** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12,540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Consumer Credit Counseling Service

Michele Johnson, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide financial counseling to low income seniors.

2. Tasks to be Performed:
   Provide low income seniors with free financial literacy through 48 classes to keep them from being victims of financial abuse.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide 166 seniors with financial literacy information. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12540	25% to be spent per quarter	$3135

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$3270			
Operating Costs	$7540			
Program Supplies	$1730			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$12540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Consumer Credit Counseling Service	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	166	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Consumer Credit Counseling Service**
PROGRAM: **Financial Literacy Protecting Seniors**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
166 seniors residing in the City of Las Vegas will receive comprehensive financial literacy at no cost. This education will provide seniors with information that will empower and protect them from becoming victims of financial abuse, safeguarding their funds, assets and, ultimately, their independence.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
National Foundation for Credit Counseling Certified Educator to provide monthly financial literacy to seniors.	A total of 40 comprehensive financial literacy classes for seniors completed over 12 months.
Outreach to seniors residing in the City of Las Vegas regarding the financial literacy courses and the benefit of attending.	166 seniors will attend a total of 40 financial literacy classes.

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

CCCS will obtain demographic information on each of the 166 seniors attending classes and tabulate the data to provide aggregate demographics.

CCCS will measure the increase in knowledge obtained from each course through provision of both a pre- and post-test and report aggregate results with a projected increase in knowledge of 30%.

CCCS will conduct a course evaluation at the conclusion of the class for participants to rate their level of satisfaction with the financial education program and provide comments and/or suggestions as it pertains to improvements that can be made or additional topics of interest and projects 85% of seniors will be extremely satisfied with class content.

CCCS will conduct client surveys and follow-up within 30 days of the completion of a financial literacy course to determine if additional assistance from CCCS is required.

CCCS estimates 22%, or 36 seniors of the 166 served by this grant, will contact CCCS for additional services, including free tax preparation, loan modification assistance or comprehensive financial counseling.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Family and Child Treatment of Southern Nevada
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Family and Child Treatment of Southern Nevada** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 3100 W. Sahara Ste.112 Las Vegas, NV 89102.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **FACT Victim's Services Program** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$16,720** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Family and Child Treatment of Southern Nevada

Heather Gibbs, Executive Director

Attest:

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

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: 6-24-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide counseling to families who are victims of sexual assault, abuse or domestic violence.

2. Tasks to be Performed:
Provide intervention and treatment services for women, children, and their families who have been victims of sexual assault, abuse or domestice violence.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide 25 clients who are victims of domestic violence, sexual assault, and/or sexual abuse with professional treatment services As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$16,720	25% to be spent per quarter	$4,180

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$16,720			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$16,720			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Family and Child Treatment of Southern Nevada	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	25	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Family and Child Treatment of Southern Nevada**
PROGRAM: **FACT Victim's Services Program**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
FACT will provide 25 battered spouses and/or their children living in the City of Las Vegas who are victims of domestic violence, sexual assault, and/or sexual abuse with professional treatment services including individual/group counseling to remediate the effects of being in a domestic violence situation.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Identify a qualified therapist to serve the City of Las Vegas clients	City of Las Vegas women/children in domestic violence situations will have access to a qualified professional for remediation services.
Provide FACT orientation and training to ensure competent executive of agency services.	FACT's Executive Director will provide staff orientation to ensure thorough knowledge of agency policies/procedures.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. Program evaluation data will be collected, analyzed and reported for all FACT services provided to include: numbers of battered women served; numbers of abused children served; client and family demographics, income levels; sources of referrals; types of problems addressed; and, client outcomes. Consumer satisfaction surveys are routinely administered to measure client satisfaction with services provided.	

Outcome #2 *Describe how participants will benefit and how many are expected to realize this outcome.*	
Outreach activities will ensure that appropriate community health and social services agencies, physicians, hospitals, churches, and other resources are familiar with FACT services for low/moderate income battered women and children and how to refer victims for services.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Informational brochures will be widely distributed to educate city residents about the availability of services for low/moderate women/children who are victims of domestic violence and/or abuse living in the City of Las Vegas.	Approximately 1,500 FACT brochures will be distributed to City of Las Vegas referral sources (churches, health care agencies, hospitals, etc.) to enable women and children to be referred to the program.
Outreach activities will be conducted to educate the community about the availability of FACT services. Outreach will extend to community child care programs, churches, hospitals, and domestic violence shelters, etc.	A monthly average of 3 low/moderate income women/children will be referred for intervention at FACT. Services will also enable women to receive both treatment and victim services.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. Program evaluation activities will track and account for all outreach activities, including number of brochures distributed, numbers of referrals received by source and type; number of community groups/ organizations receiving outreach, and the disposition of referrals by number and type.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Family Promise
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Family Promise** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: PO Box 270128 Las Vegas, NV 891274128.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Housing Solutions** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$14,630** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL (24 CFR 570.600)**
   The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)**
   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c))** AND **SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))**
   This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)**
   Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. **ENVIRONMENTAL STANDARDS (24 CFR 570.604)**
   This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)**
   This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Family Promise

Terry Lindemann, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

By: Vicky Skilbred, CMC
Acting City Clerk

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide case management to prevent homelessness and keep families together.

2. Tasks to be Performed:
Provide case management, aftercare, and supportive services to temporarily housed families to assist them in becoming self-sufficient.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide case manaement for temporary, emergency housing to up to 29 families to alleviate homelessness. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$14,630	25% to be spent per quarter	$3,658

Request #	Amount of Request	Period Covered
		From To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$14,630			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$14,630			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Family Promise	Month & Year	

<u>Unduplicated</u> Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	29	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Family Promise**
PROGRAM: **Housing Solutions**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
Approximately 29 homeless family units, (100 unduplicated homeless individuals, fathers, mothers, children) will return to stable housing, employment and self-sufficiency within 90 to 120 days	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Case Management	Adults receive weekly goal assistance
Case Management	Adults receive employment referrals
Case Management	Adults receive housing referrals
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. Upon graduation from Family Promise of Las Vegas Transitional Shelter Program approximately 80% (23) families will have successfully achieved sustainable income and housing.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Foundation for Positively Kids, Inc.
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Foundation for Positively Kids, Inc.** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 3555 W. Reno Ave. Ste. F Las Vegas, NV 89118.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Services for Special Needs Children** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12,540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Foundation for Positively Kids, Inc.

Fred Shultz, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-24-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide respite and childcare to medically fragile children.

2. Tasks to be Performed:
   Provide respite and childcare vouchers for families with medically fragile children.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide 18 medically fragile children with respite and day care assistance. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12,540	25% to be spent per quarter	$3,135

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$12,540			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$12,540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Foundation for Positively Kids, Inc.	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	18	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Foundation for Positively Kids, Inc.**
PROGRAM: **Services for Special Needs Children**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
Positively Kids will provide in-home or center based skilled respite/medical day care for 18 low income, medically fragile and/or developmentally delayed children and their families living in the City of Las Vegas	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Recruit and maintain appropriate respite program nursing staff.	Medically fragile/developmentally delayed children will receive respite care from qualified professionals.
Conduct skilled staff training in appropriate policies and procedures.	Staff will receive eight hours annually of skills training in implementing the Positively Kids Respite Services' Policies/Procedures Manual.
Develop and maintain patient records and data collection format for required reporting.	On-going patient records will be maintained to report patient services and for evaluation purposes.

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

Personnel performance evaluations are carried out for all staff employed through this project; Pre and Post tests are used to assess knowledge gained through the training program; Program evaluation data is collected, analyzed and reported for all respite care activities to include: numbers of children served; patient and family demographics, income levels; sources of referrals; types of problems addressed; and, patient outcomes. Consumer satisfaction surveys are routinely administered to measure family satisfaction with services provided.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Greater Las Vegas After School All-Stars
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Greater Las Vegas After School All-Stars** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 3720 Howard Hughes Parkway Las Vegas, NV 89169.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **What's Cool After School** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$16,720** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Greater Las Vegas After School All-Stars

Jackie Locks, Executive Director

Attest:

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

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide after school activities for at risk youth.

2. Tasks to be Performed:
   Provide free after school tutoring and enrichment programs for at risk students at two local elementary schools.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide 900 youth with after school activities. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$16,720	25% to be spent per quarter	$4,180

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$16,720			
TOTAL	$16,720			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Greater Las Vegas After School All-Stars	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	900	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Greater Las Vegas After School All-Stars**
PROGRAM: **What's Cool After School**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1:	
At least 900 youth, in two at-risk schools (Lunt Elementary and Rex Bell Elementary) will receive comprehensive after school programs designed to help keep the students constructively engaged after school and help them achieve better attendance and higher grades in school.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Provide homework assistance, academic enrichment and tutoring.	100% of youth will receive tutoring and academic support.
Provide enrichment programming after school	100% of youth will receive tutoring and academic support.
Students will attend and actively engage in after school programs at Lunt Elementary School and Rex Bell Elementary School.	At least 900 students will achieve better attendance and higher grades in school and will be kept constructively engaged after-school as a result of the Greater Las Vegas After School All-Stars programs.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.
The Greater Las Vegas After-School All-Stars will gather program data on the students that participate to evaluate success. Data gathered will attempt to show school grades before and after enrolling in the program. Evaluation tools will include student/parent surveys, report cards, standard-based criterion reference test scores and school records. Each school that partners with the Greater Las Vegas After-School All-Stars agrees to assist with necessary data collection to determine program worth.

Outcome #2:	
At least 900 youth, in two at-risk schools (Lunt Elementary and Rex Bell Elementary) will receive a variety of enrichment activities including artistic, cultural, recreational, sports and personal growth during the crucial hours from 3:00-6:00 p.m. when youth are not in school.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Provide access to a large variety of choices of enrichment classes where new skills are introduced and taught by caring and qualified instructors.	100% of kids will learn a new skill or talent from the after-school program.
Provide opportunities for the youth involved in after-school programs to showcase their newly acquired talents and skills.	At least 50% of youth will perform at a showcase event designed to enhance their self-esteem and confidence.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome. The Greater Las Vegas After-School All-Stars will gather program data on the students that participate to evaluate involvement in enrichment activities. Data gathered will attempt to show the activities that students/parents would like to see in the after-school program. Evaluation tools will include student/parent surveys, report cards, daily school attendance records and referrals to the Dean or School Administrator. Each school that partners with the Greater Las Vegas After-School All-Stars agrees to assist with necessary data collection to determine program worth.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
HELP of Southern Nevada Youth Center
Public Service

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

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Shannon West Homeless Youth Center** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12,540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

HELP of Southern Nevada Youth Center PS #2

Terrie Stanfill D'Antonio, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide housing and support services for homeless youth and young adults16-24.

2. Tasks to be Performed:
   Provide case management, drug and alcohol counseling, emergency and transitional housing to homeless at-risk youth and young adults between 16-24 years old.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide 25 homeless youth with shelter. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12,540	25% to be spent per quarter	$3,135

Request #	Amount of Request	Period Covered
		From To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$12,540			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$12,540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	HELP of Southern Nevada Youth Center PS #2	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	25	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: HELP of Southern Nevada Youth Center PS #2
PROGRAM: Shannon West Homeless Youth Center

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
Provide 25 unduplicated homeless youth with emergency shelter and services.	
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 assess client's immediate needs and provide emergency shelter.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. Each client's case is managed individually by trained staff to identify the effectiveness and success of treatment plans and/or services. Management conducts weekly team meetings, provide weekly progress reports and assessments. HMIS reports regarding placement and services will be provided.	

Outcome #2 *Describe how participants will benefit and how many are expected to realize this outcome.*	
100% or 25 youth will transition into long term housing at the Youth Center or will be referred out to other appropriate long term housing program.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
25 youth will receive long term housing and attend daily life skill groups.	25 youth will participate in long term housing and life skills training sessions to gain the knowledge necessary to become independent.
100% of clients entering in long term housing and 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 to measure achievements of this outcome. 1) Number of youth who participate in long term housing and life skills programs. 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.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Helping Hands of Vegas Valley, Inc.
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Helping Hands of Vegas Valley, Inc.** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 2320 Paseo Del Prado, B112 Las Vegas, NV 89102.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Senior Transportation Program & Food Pantry** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$32,230** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Helping Hands of Vegas Valley, Inc.

Dana Serrata, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide transportation for frail elderly clients.

2. Tasks to be Performed:
Volunteer program providing frail elderly low income clients transportation to medical appointments, grocery shopping, and other vital appointments.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Assist at least 408 senior clients with transportation to appointments, allowing them to remain independent. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$32,230	25% to be spent per quarter	$8,058

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$32,230			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$32,230			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Helping Hands of Vegas Valley, Inc.	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	408	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: Helping Hands of Vegas Valley, Inc.
PROGRAM: Senior Transportation Program & Food Pantry

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 Volunteer Recruitment	
At least 16 new volunteers will be recruited, trained and retained for at least 1 year, enabling Helping Hands of Vegas Valley to provide transportation to at least 408 low to moderate income seniors age 62 or over to vital medical, dental, and vision appointments, as well as maintaining their health through proper nutrition provided by grocery shopping rides.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Recruit, train and retain volunteer drivers	At least 408 of those living in the City of Las Vegas will be assisted with transportation and given appropriate referrals for other services.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. Volunteers will complete training and background check prior to beginning service. Visit reports are completed with client information, time spent and mileage used and then signed by clients and volunteers for services rendered. These are entered monthly into a database and reports are filtered for necessary analyzing of increased services. Quarterly reports of the visit reports and annual reports of the performance indicators are produced for the State of Nevada Aging and Disabled Services Division and internal evaluation are completed once a month. Clients also complete a customer satisfaction survey after each ride indicating their perceived value of service, quality of volunteer and overall improvement in independence. Volunteers receive annual refresher training with pre- and post surveys to ensure that volunteers are knowledgeable and comfortable in their duties.	

Outcome #2 Transportation	
At least 816 low to moderate income seniors age 62 or over (408 of those living in the City of Las Vegas) will be able to remain independent in their own homes, maintain their health and contribute to the community for as long as possible by utilizing our transportation services.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Recruit, train and retain volunteer drivers	At least 1,000 low to moderate income seniors age 62 or over (500 of those living in the City of Las Vegas) will be assisted with transportation and given appropriate referrals for other services.
Client outreach/assessment	100% of seniors served will receive referrals for additional services needed to assist them in maintaining their independence.

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

An initial assessment is conducted prior to seniors receiving services from Helping Hands. During the assessment a performance indicator survey is completed with questions about current transportation, health needs, adequacy of nutritional needs being met, etc. Each year on the assessment anniversary a reassessment is conducted and another performance indicator is completed to indicate the success of the program or if other services are needed. Visit reports are completed with client information, time spent and mileage used and then signed by clients and volunteers for services rendered. These are entered monthly into a database and reports are filtered for necessary analyzing of increased services. Quarterly reports of the visit reports and annual reports of the performance indicators are produced for the State of Nevada Aging and Disabled Services Division and internal evaluation are completed once a month.

Outcome #3 Food Pantry

At least 245 low to moderate income seniors age 62 or over (82 of those living in the City of Las Vegas) will be able to remain independent in their own homes, maintain their health and contribute to the community for as long as possible by utilizing our food pantry services.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Recruit, train and retain volunteer food delivery drivers	At least 245 homebound, low to moderate income seniors age 62 or over (82 of those living in the City of Las Vegas) will be assisted with non-perishable food pantry monthly delivered to their homes.
Client outreach/assessment	100% of senior served will receive referrals for additional services needed to assist them in maintaining their independence.

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

An initial assessment is conducted prior to seniors receiving services from Helping Hands. During the assessment a performance indicator survey is completed with questions about current transportation, health needs, adequacy of nutritional needs being met, etc. Each year on the assessment anniversary a reassessment is conducted and another performance indicator is completed to indicate the success of the program or if other services are needed. Visit reports are completed with client information, time spent and mileage used and then signed by clients and volunteers for services rendered. These are entered monthly into a database and reports are filtered for necessary analyzing of increased services. Quarterly reports of the visit reports and annual reports of the performance indicators are produced for the State of Nevada Aging and Disabled Services Division and internal evaluation are completed once a month.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Jewish Federation of Las Vegas
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Jewish Federation of Las Vegas** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 2317 Renaissance Dr. Las Vegas, NV 89119.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Las Vegas Senior Lifeline Program** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$45,225** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

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

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

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

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

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

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

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

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

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

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

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

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

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

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

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

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

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

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

B. CITY REMEDIES FOR DEFAULT

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

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

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

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

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

F. NOTICES

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

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

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Jewish Federation of Las Vegas

Elliot Karp, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-28-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide homemaking and vital services to low income seniors.

2. Tasks to be Performed:
   Provide supportive services such as meal delivery, transportation, prescription co-payment assistance and homemaking to low income seniors to maintain independence.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide 221 low income seniors with case management, 150 of which will receive prescription co-pay assistance. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

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

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$45,225	25% to be spent per quarter	$11,306

Request #	Amount of Request	Period Covered	
		From	To

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

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$27,347			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$17,877			
TOTAL	$45,225			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Jewish Federation of Las Vegas	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	221	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

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

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

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

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

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

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

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

AGENCY: **Jewish Federation of Las Vegas**
PROGRAM: **Las Vegas Senior Lifeline Program**

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

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1	*Describe how participants will benefit and how many are expected to realize this outcome.*
100% of eligible seniors completing an application will receive case management and linked to needed services to maintain their independence and age in place in their own homes and communities	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
The provision of case management services to link seniors to a variety of services and follow-up to assure that needed services are being provided. Intake and assessments will be provided for each client and individualized case plan will be developed for each client. Follow-up assessments will be provided for each client	221 frail and low-income seniors will receive case management services.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.
After an initial intake interview, seniors who meet the program eligibility criteria will be assessed by a LVSL case manager. Each client assessment will be conducted in person in the client's home. In order to monitor and measure the client's progress, a follow-up assessment will be conducted for each client every three months.
Statistical analysis of the program's effectiveness will be based on clients who have had an initial assessment and at least one follow-up assessment. The analysis will include demographic information of the program participants and a statistical analysis to evaluate if the proposed program outcomes have been met including the number proposed to be served. The analysis will also determine participant change in the areas of: quality of life, satisfaction with life, activities of daily living, independence, and health.

Outcome #2 *Describe how participants will benefit and how many are expected to realize this outcome.*	
90% of low income, frail seniors enrolled in the Las Vegas Senior Lifeline Program and provided with needed services will remain living independently in the community at the end of the project	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Provide transportation support for seniors to attend socialization, grocery shopping, health and wellness activities and medical appointments	50 low-income, frail seniors will be provided with transportation in order to access services
Provide a nutritional support program including Kosher Meals on Wheels program for homebound seniors and a Congregate Meals Program for those senior who suffer from food insufficiency.	45 seniors will be provided with weekly congregate meals and home delivered meals through the use of local catering services
Provide assistance with prescription co-payments and home safety modifications for frail, low-income seniors	125 low-income, frail seniors will be provided with prescription co-pay assistance and home safety modifications
To provide homemaking services older adults with medical conditions requiring assistance with personal care, housecleaning, laundry, and meal preparation.	150 low-income, frail seniors will be provided with homemaking assistance
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome. Statistical analysis of the program's effectiveness will be based on clients who have had an initial assessment and at least one follow-up assessment. The analysis will include demographic information of the program participants and a statistical analysis to evaluate if the proposed program outcomes have been met including the number proposed to be served. Client services provided will be recorded for each client and tracked by our EasyTrak database software.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Jude 22
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Jude 22** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 310 S. 9th Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Senior Nutrition Center** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12,540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

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

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

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

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

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

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

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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

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

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

G. IRS REGULATIONS

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

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

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

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

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

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely

revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Jude 22

Leslie Connolly, Operations Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide food to low income seniors.

2. Tasks to be Performed:
   Provide low income seniors with emergency food for pantry.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Assist at least 126 seniors with food, liquid supplements and sundries. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12,540	25% to be spent per quarter	$3,135

Request #	Amount of Request	Period Covered	
		From	To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$12,540			
TOTAL	$12,540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Jude 22	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	126	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: Jude 22
PROGRAM: Senior Nutrition Center

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*

Lack of funds has caused Jude 22 to stop excepting new clients and start a waiting list for seniors in need of food. Currently the list contains 126 seniors waiting to be fed by the Senior Nutrition Center. With City funding we will open the waiting list and feed the seniors and hopefully not need to create the waiting list again in the near future.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Purchase more food	Feed 126 seniors who are waiting to be fed by Jude 22
Contact each individual on the waiting list	Enable seniors who are not qualified for other food programs to receive food from the Nutrition Center
Register qualified seniors from the list and continue to receive funding to keep the waiting list from being opened again	Continue to feed seniors in need with out having to turn qualified seniors away from our services

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

The Center will measure achievements by tracking how many clients will be able to be taken off of the waiting list and the amount of time it will take for the entire list to be empty. A report of this will be tracked by imputing information into the S.A.M.S. database on a monthly basis.

Outcome #2 *Describe how participants will benefit and how many are expected to realize this outcome.*

For the past 6 months Jude 22 has been giving seniors' only one unit of food assistance. With City funding the Center will be able to provide 2 units of food as was given in the past.
The Center will also be able to provide more nutritious food.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Purchase more canned goods	Will be able to provide nutritious food in 2nd unit
Provide 2 units of food to each client	Enable seniors to have food for a least 3 weeks
Purchase water, juice and snacks	Provide clients with supplemental nutritious food to eat between meals.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

The Center will measure this outcome by tracking how many canned goods are given in a unit to each client during the distribution process and tallying how many units of food were given each day, week, month on the S.A.M. S. database.

Outcome #3 *Describe how participants will benefit and how many are expected to realize this outcome.*	
For the past 6 months, Jude 22 has needed to discontinue delivering food to several senior apartment complexes included in the Center's Outreach program due to lack of funding for food and gasoline costs. With City funding, the Center will be able to re-continue delivering and distributing food to 1 or 2 complexes, which is 60 people.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Purchase more food	60 seniors who were previously receiving food from our delivery services will be able to receive food once again.
Purchase gasoline for travel	The Center will be able to travel to apartment complexes and deliver food to seniors who are handicapped and/or invalid.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.	
The Center will measure this outcome by tracking how many senior apartments will be put back onto our Outreach program and the amount of time it will take to distribute food to at least 2 complexes which are no longer receiving food. The result of this will be shown in quarterly reports to the State and City as requested.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Las Vegas Natural History Museum
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Las Vegas Natural History Museum** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 900 Las Vegas Blvd. N. Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Children's Education Fund** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12,540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Las Vegas Natural History Museum

Marilyn Gillespie, Executive Director

Attest:

~~Beverly K. Bridges, MMC, City Clerk,~~ By: **Vicky Skilbred, CMC**
Acting City Clerk

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide scholastic field trips to at-risk, low income elementary students.

2. Tasks to be Performed:
Provide at risk elementary students field trips to the museum by paying for their bus transportation in partnership with the Clark County School District.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide at least 3,000 at risk elementary students with museum field trips. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12,540	25% to be spent per quarter	$3,135

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$5,540			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$7,000			
TOTAL	$12,540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Las Vegas Natural History Museum	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	3,000	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: Las Vegas Natural History Museum
PROGRAM: Children's Education Fund

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
3,000 economically disadvantaged elementary students will be exposed to the natural sciences programs at the Las Vegas Natural History Museum, which contributes to their academic success.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
The Education Director works with the school's teachers to process their requests, schedule field trips, and coordinate schedules.	The at-risk schools receive information about the program. The Museum provides a transportation subsidy to 50 buses and admission fees for 3,000 students.
Museum staff is trained in developmentally appropriate practices to ensure students receive appropriate content.	Staff presents developmentally appropriate tours for students. 3,000 students benefit from the learning environment of the Museum by gaining access to information and educational services they would not otherwise have.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

The program will be promoted to teachers through INTERACT, the website for the school district. The Education Director will be responsible for scheduling tours, coordinating transportation, and ensuring the students have a high quality experience while at the Museum. Schools are required to complete subsidy applications. Data of attendance will be maintained by the Education Director such as school names, number of students, grade levels, number of adult chaperones and budget coding information. All information is kept in a computer database housed at the Museum. Teachers are surveyed and asked to evaluate the program's content and facilitation.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Lied Discovery Children's Museum
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Lied Discovery Children's Museum** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 833 Las Vegas Blvd. N. Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Youthworks** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12,540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Lied Discovery Children's Museum

Linda Quinn, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide low income children with job training and tutoring to enhance education by learning to be musem docents.

2. Tasks to be Performed:
Provide low income youth job skills training and life skills. Expected number of youth for program is 107. 7 students will be paid docents, 100 will become volunteers at the museum.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
At least 107 participants will achieve 100% High School graduation for participants in the program. Provide job skills, leadership, science exhibit and cultural diversity training to program participants. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12,540	25% to be spent per quarter	$3,135

Request #	Amount of Request	Period Covered	
		From	To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$12,500			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$40			
TOTAL	$12,540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Lied Discovery Children's Museum	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	107	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

---

End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: Lied Discovery Children's Museum
PROGRAM: Youthworks

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1:

3 Teen Interns (paid)
Achieve a 100% high school graduation rate for high school seniors participating in the YouthWorks program.*

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Meet individually with all participants to prepare plans for current schooling, higher education and future careers.	Each participant creates a tangible set of goals (for school and YouthWorks) and/or education plan.
Provide tutoring and counseling as needed to all participants to nurture academic success.	All high school seniors earn high school diplomas.
Help participants review and revise career and education plans on an ongoing basis.	Museum staff serves as advocates and education "coaches" for each individual participant.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

- Monitor school performance and education progress of program participants.
- Each June, calculate percentage of high school seniors who graduated with high school diplomas or otherwise completed their high school education (i.e. GED).

In addition, Youthworks offers *College Connections* when funding is available. *College Connections* is open to YouthWorks juniors and seniors who are interested in attending college and have proven their commitment through school performance, their work at the Museum and leadership activities. This program is designed to enable first-generation, college-capable participants to visit college campuses, both locally and outside of the state of Nevada (accompanied by the manager of YouthWorks), participate in campus tours, meet current students and admissions representatives, receive guidance on financial aid and scholarship options and leave with a better understanding of the college experience. Students emerge with not only a far greater likelihood of attending college, but also a clearer sense of their own potential.

* The Museum does anticipate some of the YouthWorks program volunteers to be seniors and graduate from high school; however, due to the unpredictability of the volunteers and their length of stay in the program, we are not confident in providing a number goal.

Outcome #2:	
4 Teen Interns (paid) 100 Teen Volunteers (unpaid) Achieve a 100% rate for YouthWorks participants remaining in high school during the term of their stay in the program.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Meet individually with all participants to prepare plans for current schooling, higher education and future careers.	Each participant creates a tangible set of goals (for school and YouthWorks) and/or education plan.
Provide tutoring and counseling as needed to all participants to nurture academic success.	All participants remain enrolled in school.
Help participants review and revise career and education plans on an ongoing basis.	Museum staff serves as advocates and education "coaches" for each individual participant.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome. • Monitor school performance of all program participants (100+ students). • Monitor education progress of all program participants (100+ students).	

Outcome #3:	
7 Teen Interns (paid) 100 Teen Volunteers (unpaid) To provide job skills and leadership training for at-risk youth.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Recruit and provide general and specific job training to program participants.	Program participants are fully trained and able to work on the Museum floor as exhibit presenters, experience facilitators, activity leaders, demonstrators, office support staff and exhibit maintenance assistants.
Conduct workshops in areas including, but not limited to, Leadership Skills, Technical Skills and Cultural Diversity for program participants.	With jobs skills and other training, YouthWorks participants are better prepared to enter the working world upon high school graduation than their peers who have not been involved in such a program.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome. • Monitor job performance at Museum of each participant. • Encourage Teen Leaders to take on additional responsibility, leadership roles and learn new skills to be used in their job at the Museum. • Provide opportunities for participants to meet and work with adults from a variety of professions (including past YouthWorks participants). • Encourage and provide opportunities for Teen Leaders to attend job and college fairs. • Provide assistance in job searches and completing job applications. • Provide assistance with research about colleges, scholarships and completing college applications. • Keep detailed records and calculations related to summer jobs, career choices and colleges attended for each YouthWorks participant.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Rebuilding Together of SNV
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Rebuilding Together of SNV** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 611 S. 9th St. Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Emergency Home Rehabilitation, Repairs and National Rebuilding Day** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$26,852** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. **GENERAL (24 CFR 570.600)**
   The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. **CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)**
   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. **HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c))** AND **SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))**
   This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)**
   Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. **ENVIRONMENTAL STANDARDS (24 CFR 570.604)**
   This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)**
   This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**

Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to

such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation,

the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Rebuilding Together of SNV

Cynthia Baca, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provde housing rehabilitation and emergency repairs to low income seniors

2. Tasks to be Performed:
   Repair and rehabilitate the homes of low-income seniors, the disabled, and families with children. Project will provide for rehabilitation of 18 homes within the City of Las Vegas.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide outreach and rehab services to low income citizens in the City of Las Vegas. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$26,852	25% to be spent per quarter	$6,713

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$26,852			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$26,852			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Rebuilding Together of SNV	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	25	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: **Rebuilding Together of SNV**
PROGRAM: **Emergency Home Rehabilitation, Repairs and National Rebuilding Day**

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*

We project assisting a minimum of 25 low-income homeowners who are seniors, disabled or veterans. Providing emergency home repairs and modifications as well as lighter rehabilitation will allow clients to remain in their homes, maintaining their independence for as long as possible without becoming a burden to their families or taxpayers. Further, our services contribute to the viability of the neighborhood in which our clients reside thereby deterring urban blight.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
• Community outreach	We anticipate rehabilitation of a minimum of 25 clients' properties.
• Client identification	• Emergency home repairs
• Client intake and application process	• National Rebuilding Day
• Site documentation of necessary repairs	• Heroes at Home (NRD)
• Supervision of volunteers	
• Selection of skilled & licensed contractors	
• Purchase of materials	
• Project administration	
• Grant management	

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

- Client files contain complete documentation from intake through client sign-off when the work is satisfactorily completed,
- Monthly reports are submitted to the City of Las Vegas

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
The Salvation Army
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **The Salvation Army** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: PO Box 28369 Las Vegas, NV 89126.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Vocational Training** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$25,080** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk,

The Salvation Army

~~Robert Lloyd, Executive Director~~

VICTOR R. DOUGLIN **Treasurer**

Tom Melott Assistant Treasurer

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 7-14-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide homeless prevention services and housing.

2. Tasks to be Performed:
   Provide case management, life skills, housing and supportive services to homeless clients.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide job training for 40 homeless Veteran clients and case management and housing to 200 to assist them with self sufficiency. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$25080	25% to be spent per quarter	$6270

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$25,080			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$25,080			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	The Salvation Army	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	3942	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: The Salvation Army
PROGRAM: Vocational Training

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1	
Serve 40 homeless veterans with vocational training services including essential employment skills, life skills, financial management skills, on-the-job training and job search and job placement.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Conduct essential employment skills training	40 homeless veterans will learn skills to improve their employability
Conduct life skills and money management skills classes	40 homeless veterans will learn skills to become more self sufficient in daily living skills.
30 homeless veterans will complete an on-the-job training experience	25 homeless veterans will learn work ethics and job skills through on-the-job training.
Conduct computer literacy classes, job search and job placement through the job developer, in-house software and Nevada JobConnect.	40 homeless veterans will learn job search skills and locate employment sources.
Identify potential employers and provide job referrals	20 homeless veterans will locate jobs to achieve a living income.
Case managers will help homeless veterans identify transitional, permanent or supportive housing	20 homeless veterans will relocate to transitional, permanent or supportive housing.
Provide onsite transitional housing so that clients can devote full time to the vocational program.	40 homeless veterans will live in the Lied Transitional Housing on the Owens Homeless campus and receive 3 meals a day.

Outcome #2	
Serve 200 homeless consumers with vocational training services including essential employment skills, life skills, financial management skills, on-the-job training, and job search and job placement.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Conduct essential employment skills training	145 homeless persons will learn skills to improve their employability
Conduct life skills and money management skills classes	200 homeless persons will learn skills to become more self sufficient in daily living skills.
Homeless persons will complete an on-the-job training experience	145 homeless persons will learn work ethics and job skills through on-the-job training.
Conduct classes in computer literacy, job search and job placement through the job developer, in-house software and Nevada JobConnect.	145 homeless persons will learn computer literacy, job search skills, locate employment sources and obtain job interviews.
Place homeless veterans in jobs	100 homeless persons will locate jobs to achieve a living income.
Casemanagers will help homeless clients identify transitional, permanent or supportive housing	60 homeless persons will relocate to transitional, permanent or supportive housing.
Provide onsite transitional housing so that clients can devote full time to the vocational program.	200 homeless individuals will live in the Lied Transitional Housing on the Owens Homeless campus and receive 3 meals a day.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Shade Tree
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Shade Tree** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: PO Box 669 Las Vegas, NV 891250669.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **TST Homeless Prevention Program** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$16,720** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Shade Tree

Marlene Richter, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-28-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide emergency shelter for homeless women and children.

2. Tasks to be Performed:
   Provide support and services for homeless women and their children to assist them in becoming self-sufficient and obtain affordable housing.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Proivde emergency shelter to 2,475 women and their children. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$16,720	25% to be spent per quarter	$4,180

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$16,720			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$16,720			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Shade Tree	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	2,475	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: **Shade Tree**
PROGRAM: **TST Homeless Prevention Program**

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*	
The Shade Tree (TST) anticipates approximately 3,300 unduplicated homeless women (2,475) and children (825) will be provided with emergency housing and facility-based transitional housing.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Develop individualized case plans for each resident	100% of residents will receive an individualized case plan within 1 week of admission. The plan will identify causal factors, known barriers, specific action steps to be taken and expected completion dates to facilitate the attainment of independence and self-sufficiency.
Provide a comprehensive assessment on each client identified during initial intake as being victims of violence.	100% Victims of violence will be assigned a Victim's Advocate within 72 hours of admission to address her individual needs.
Provide Job Development Classes	50% of employable residents will be enrolled in, or have completed a job training program within 45 days of admission.
Provide Life Skills & Education Classes	100% of residents who are assigned a Case Manager will be enrolled in life skills training program(s) within 14 days of admission.
Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.	
Evaluation Tools and Methods Data will be collected from individual intake assessments, individualized case plans and referrals to TST Programs (i.e., Survivor Services, Job Development Program, Life Skills & Education classes, Housing Assistance, Mental Health Coordination Services, and the Children's Activity Center) through the following methods: 1) Bridges – TST uses this database to collect and track client service delivery for internal and external statistical accountability.	
2) Homeless Management Information System (HMIS) – TST uses this computerized database to 1) collect individual client information (gender, age, ethnicity, etc.); 2) collect household information (housing status, services provided, income, etc.); and 3) to produce reports required by HUD and other funding agencies.	
3) MDT Review Meetings – Meetings are facilitated by the Program Directors and attended by Case Managers, Client Advocates, Survivor Advocates, Job Developers, Mental Health Case Manager, Noah's Animal House Manager, Clinic Manager, Director of Life Skills & Education, and Children's Activity Center Manager; are held on a weekly basis. Each client's case will be reviewed to assess progress towards defined goals. The Team also evaluates each client's motivation and level of commitment toward reaching stability and self-sufficiency.	
4) Job Development and Life Skills Testing – Program staff administers the federally approved Comprehensive Adult Student Assessment System (CASAS) test to determine the level of employability and life skills of each client. 5) Participation Logs – Records are kept regarding all Job Development and Life Skills & Education classes and services provided to clients.	

6) Emergency and Transitional Shelter Occupancy Logs – Indicates the number of clients who are provided beds in the shelter and the duration of occupancy.
7) Exit Evaluation Forms – All departing adult clients are asked to complete a comprehensive Exit Evaluation upon discharge. This evaluation form is broken down by program area to allow clients to evaluate services received by numerical rating scales and/or written comment areas. The Executive Director reviews all completed forms.

Benchmarks
1) 100 percent of clients assigned a Case Manager will receive an individualized case plan within 7-10 days of admission.
2) 100 percent of abused survivors will be assigned a Survivor's Advocate within 72 hours of admission.
3) 50 percent of employable clients will be enrolled in a job training program within 30 days of admission.
4) 100 percent of clients assigned a Case Manager will attend one Life Skills class within 14 days of admission.
5) 100 percent of clients will be evaluated for housing opportunities within two to four weeks of admission.
6) 80 percent of eligible clients will receive assistance to complete at least one public/subsidized application within 30-45 days of admission.
Monthly reports are reviewed by Lead Case Manager, Program Director, and Executive Director to identify the trends and to monitor programs, compliances with the project benchmarks.

Outcome #2:

The Shade Tree anticipates 30 percent of 3,300 clients will enter with children who will be enrolled in school, 65 percent of clients assessed with mental health issues will receive referrals, and 75 percent of anticipated clients will complete public/subsidized/low-income housing applications.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Provide housing assessment during intake and at periodic intervals	100 percent of clients will be evaluated for permanent housing opportunities within 2-4 weeks of admission and 75 percent of clients as well as receive assistance to complete at least (1) public/subsidized application.
Complete a comprehensive Mental Health Assessment on each client identified as having mental health issues.	65 percent of clients assessed with mental health issues will receive at least one (1) referral to a program to addressing services/treatment.
Provide assessment of educational and other special needs for school-age children	100 percent School-age children will be enrolled in an education program or referred to the appropriate authorities within 30 days of admission.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.
Data will be collected from individual intake assessments, individualized case plans and referrals to TST Programs (i.e., Survivor Services, Job Development Program, Life Skills & Education classes, Housing Assistance, Mental Health Coordination Services, and the Children's Activity Center) through the following methods:
1) Bridges – TST uses this database to collect and track client service delivery for internal and external statistical accountability.
2) Homeless Management Information System (HMIS) – TST uses this computerized database to 1) collect individual client information (gender, age, ethnicity, etc.); 2) collect household information (housing status, services provided, income, etc.); and 3) to produce reports required by HUD and other funding agencies.

3) MDT Review Meetings – Meetings are facilitated by the Program Directors and attended by Case Managers, Client Advocates, Survivor Advocates, Job Developers, Mental Health Case Manager, Noah's Animal House Manager, Clinic Manager, Director of Life Skills & Education, and Children's Activity Center Manager; are held on a weekly basis. Each client's case will be reviewed to assess progress towards defined goals. The Team also evaluates each client's motivation and level of commitment toward reaching stability and self-sufficiency.

4) Housing Assistance Records – The number of clients who participate in housing classes receive assistance to complete subsidized/low-income housing applications, destinations upon exit are tracked regardless if housing is secured.
5) 65 percent of clients assessed with mental health issues will receive at least one referral to a program for services/treatment.

Benchmarks:
1) 100 percent of clients assigned a Case Manager will receive an individualized case plan within 7-10 days of admission.
2) 100 percent of abused survivors will be assigned a Survivor's Advocate within 72 hours of admission
3) 100 percent of school-age children will be enrolled in an education program or referred to the appropriate authorities within 30 days of admission.
Monthly reports are reviewed by Lead Case Manager, Program Director, and Executive Director to identify the trends and to monitor programs, compliances with the project benchmarks.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Southern NV Public Televison Friends of Channel 10
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Southern NV Public Televison Friends of Channel 10** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 3050 E. Flamingo Las Vegas, NV 89146.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Ready To Learn** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$13,771** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in

the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Southern NV Public Televison Friends of Channel 10

Thomas Axtell, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: Robert S. Sylvain 6-29-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide at risk low income families with literacy program.

2. Tasks to be Performed:
Provide low income families with books for literacy program in partnership with the Clark County School District.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
Provide books and outreach to 980 low income children and their families. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$13,771	25% to be spent per quarter	$3,443

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$			
Operating Costs	$			
Program Supplies	$13,771			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$13,771			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Southern NV Public Televison Friends of Channel 10	Month & Year	

<u>Unduplicated</u> Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	980	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

		INCOME NOT TO EXCEED	
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: **Southern NV Public Televison Friends of Channel 10**
PROGRAM: **Ready To Learn**

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*

Workshops will raise literacy levels and promote life-long learning of participating children and parents of English and non-English speaking families, by providing families with books, educational tools and strategies necessary to successfully advance through school and beyond.

We anticipate the involvement of 980 low-income families in the Ready To Learn (RTL) family literacy program conducted in the City of Las Vegas. This number represents a 10% decrease of last year's projected expectations due to a reduction in the number of CCSD Title I tots and Pre-K Programs because of a reduction in federal funding.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Conduct multiple literacy enhancement workshops.	Increased family literacy involvement, word knowledge, reading comprehension, and ongoing literacy strategies.
Supply families with educational resources and literacy materials.	Raise parent's literacy level. Increase parental involvement in their child(ren)'s education. Increase at-home libraries.
Increase parental use of accessible home-based educational technologies.	Instill a joy of reading and learning through the whole family.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

Quantitative and qualitative assessment tools will be used to evaluate workshops effectiveness. Quantitative tools include; pre- and post-tests, workshop counts, educational materials and book distribution counts, and on-line resource utilization. Qualitative tools include; anecdotal evidence and interview of workshop participants. Evaluations will focus on increased family interaction.

Outcome #2 *Describe how participants will benefit and how many are expected to realize this outcome.*	
Each client will benefit from skills developed through taking part in the seven part literacy program such as reading comprehension, word identification, study skills, and increased weekly family reading time. Ready To Learn aims to reach a minimum of 1,800 participants during the 2011-2012 year. This number represents a 10% decrease of last year's projected expectations due to a reduction in the number of CCSD Title I tots and Pre-K Programs because of a reduction in federal funding.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Improve literacy level of children and parents.	Increased academic performance amongst participating children. Increased parental involvement in child(ren)'s education. Increase readiness for school.
Provide a minimum or seven additional educational resources to each family.	Parents empowered with information and resources needed to aid in their child's education.
Utilize educational television programming that correlates to RTL objectives as a motivational tool. Give children NEW books to take home and read. Create and broadcast public service announcements.	Children supplement reading activities with quality educational programming. Foster a love for reading at an early age, which aids in educational success Motivate community participation in program.
Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome. Quantitative and qualitative assessment tools will be used to evaluate workshops effectiveness. Quantitative tools include; pre- and post-tests, workshop counts, educational materials and book distribution counts, and on-line resource utilization. Qualitative tools include; anecdotal evidence and interview of workshop participants. Evaluations will focus on increased family interaction.	

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Spread the Word Nevada Kids to Kids
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Spread the Word Nevada Kids to Kids** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 260 E. Desert Rose Henderson, NV 89015.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Kids to Kids** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$29,260** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with

City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000 in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Spread the Word Nevada Kids to Kids

Lisa Habighorst, President

Attest:

~~Beverly K. Bridges, MMC, City Clerk~~ By: Vicky Skilbred, CMC
Acting City Clerk

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: 6-28-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
Provide literacy program to low income and at risk students and families.

2. Tasks to be Performed:
Provide literacy program to low income youth and their familes, specifically at Title XX schools in partnership with the Clark County School District.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
At least 3,942 children from at risk City of Las Vegas Elementary schools will receive free books and tote bags. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$29,260	25% to be spent per quarter	$7,315

Request #	Amount of Request	Period Covered	
		From	To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$			
Operating Costs	$			
Program Supplies	$29,260			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$29,260			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Spread the Word Nevada Kids to Kids	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	3,942	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

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End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

* *Photo ID, for head of household.*
* *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
* *Other income documentation (child support, alimony, welfare, etc)*
* *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: **Spread the Word Nevada Kids to Kids**
PROGRAM: **Kids to Kids**

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome #1:

During the 2011-2012 school years 3,942 students at 7 City of Las Vegas elementary schools will receive one book each month to take home and add to their home libraries. Kindergarten students as well as any other students new to the program will also receive a book bag and five books at the beginning of the year.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
1. Conduct community wide book drives throughout the year to ensure an adequate supply of books.	Books will be delivered monthly to all 7 City of Las Vegas schools for distribution to the 3,942 students.
2. Work with the schools administration and teachers to ensure proper scheduling and book delivery.	Each student will visit the library on the designated day once a month and choose the book that they would like to keep.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

The Kids to Kids program coordinator keeps track of the number of books collected and the number of books distributed at each school. She also meets with the school administration to ensure the program is running smoothly and will make any changes that are necessary. One of the main elements of the success of our program is that book distributions are hosted at the elementary schools during the school day. This makes it very easy for at-risk children and their families to receive our services.

Outcome #2:	
By participating in the Kids to Kids program, it is anticipated that no fewer than 450 of the 3,942 elementary school students served will increase their reading and comprehension skills by one grade level in the 2011/2012 academic school year as measured by pre- and post-program test scores.	
Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
1. Work with community partners to conduct book drives.	New and gently used books will be collected and stored until needed for delivery.
2. Volunteers from senior centers, NCL, and business partners will clean and sort the gently used books	Books will be in excellent condition as well as grade-level appropriate and ready for distribution to the schools.
3. Deliver and distribute books once a month to each school.	3,942 students will receive one book each month for the entire school year.

Outcome Measurements: Describe evaluation tools, methods and benchmarks used to measure this outcome.

Each child's reading and comprehension levels will be assessed at the time they enroll in the program and at the end of the school year. Teachers will assist in the collection of this data, which will be derived using standardized educational assessment instruments. At the end of the school year, students are given the Criterion Referenced Test (CRT'S), which encompasses all of the skills taught to students throughout the school year. Since literacy is interwoven in all facets of education, we believe our program success will be measured through the test scores in current and succeeding grades and that literacy improvements will continue throughout a child's elementary school career.
To gauge effectiveness of our program we conduct an end of the year survey at each of our schools. The surveys are written for the various program participants including students, parents, teachers, and administrators. These surveys, presented in both English and Spanish allow us to evaluate the literacy advancements made by the children and their families.

The following areas are highlighted in the surveys:

- Have language abilities improved?
- Does the child demonstrate improved reading skills in class?
- Does the child participate in reading in class more?
- Does the child spend more time reading at home?
- Does the family spend more time reading together?
- Do other family members share the books they received?
- Does the child demonstrate a greater enjoyment of reading?

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN CITY OF LAS VEGAS AND
Women's Development Center
Public Service

THIS AGREEMENT is made and entered into this 1st day of July, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and **Women's Development Center** (the "Subrecipient"), a nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is, as follows: 4020 Pecos McLeod Las Vegas, NV 89121.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant, ("CDBG") Program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended. For reference the Catalog of Federal Domestic Assistance number for HUD-CDBG grant programs is 14.218; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund the Subrecipients program more fully described below which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds from HUD by securing services which support the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. SUBRECIPIENT PROGRAM

The Subrecipient will be responsible for administering the FY2011-2012 CDBG-funded Program known as **Transitional Housing and Affordable Rental Program** that provides activities eligible for federal funding under the Community Development Block Grant Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City under this Agreement shall not exceed **$12540** in CDBG funds (the "CDBG Funds"), which are to be allocated in accordance with the Program Budget/Request For Funds detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The Subrecipient agrees to conduct the Program as described in the Program Description and in accordance with CDBG regulations, and the Parks, Recreation and Neighborhood Services (PRNS) CDBG Public Service Program Manual (the "CDBG Program Manual".

II. TIME OF PERFORMANCE

This Agreement provides the CDBG Funds for the payment of the Program expenses per the attached Program Budget/Request for Funds detailed in Exhibit "B of the Program from July 1, 2010 through June 30, 2011 (the "Program Year"). The Program expenses incurred by the Subrecipient before or after the Program Year are not entitled to payment under this Agreement. The City shall bear no liability to fund or provide payment for the Program in the event that CDBG Funds are not allocated or received for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the extent that CDBG Funds are received by the City. The Program expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with 24 CFR 570.200(h)(1)(i-vi).

III. CLIENT DOCUMENTATION

Each Subrecipient is required to maintain documentation on clients benefiting from activities and programs funded through the City's CDBG program. As a condition of receiving the HUD grant, the City, and in turn the Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on Exhibit "D", Client Eligibility HUD Section 8 Income Guidelines. HUD also requires the following client data: race and ethnic background; number of female head of households; verification of City of Las Vegas residency; and, number of very- low income clients. All CDBG clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to the City and HUD. See Exhibit "E" for an example of verification of income and eligibility. The City PRNS and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to the City and HUD during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Subrecipient must follow the requirements of the CDBG Program Manual as it pertains to the Program, and utilize the forms and documentation methods contained therein. The CDBG Program 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 CDBG PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual concerning CDBG Programs, a copy of which the Subrecipient acknowledges possession thereof. Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG funds provided to Subrecipient under this Agreement.

B. SUBRECIPIENT EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Subrecipient has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the CDBG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and

7. Whether all of the activities of the Program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Subrecipient agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), finds that the books or records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the Subrecipient's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance

carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. AGREEMENT REVISIONS

Any change in the Program as outlined in the Program Description must be in accordance with CDBG Program regulations, made by written amendment to this Agreement which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if funding amounts over $24,999 are involved or (ii) by the Director of PRNS or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of PRNS is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the CDBG Program funding to the City.

J. THIRD PARTY CONTRACTS

The Subrecipient shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of this Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City. Such advance notice shall demonstrate the necessity of such

services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. DEFINITION AND DISPOSITION OF PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. The Subrecipient agrees to notify the PRNS Department Director of any Program Income generated by the Program. The Program Income shall be recorded separately from other income generated by the Program. The Program Income is to be given to the City unless the City has approved a written request from the Subrecipient to use the Program Income exclusively for the benefit of the Program. Any written request submitted to the City to retain the Program Income must be accompanied by the certification from the Subrecipient that the Program Income will be used only for the benefit of the Program. Any Program Income retained by the Subrecipient must be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) AND EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602) AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c)) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c))

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. (This does not apply to Public Service Activities)

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 570.606)**
Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)**
Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT (24 CFR 570.608)**
This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)**
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)**
The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Subrecipients shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

12. **CONFLICT OF INTEREST (24 CFR 570.611)**
This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to

CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to the provisions of Executive Order 13166 and Title VI of the Civil Rights Act as a condition of receiving federal funds. The failure to ensure access of a limited English proficiency (LEP) person to HUD benefits may violate the protections of the Title VI of the Civil Rights Act which prohibits discrimination based on national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving CDBG funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations"

as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

VI. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds, conduct an A-133 audit.

Any agency that expends between $200,000 through $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the PRNS Department. 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 PRNS has received and reviewed the copy of the audit. Please refer to the CDBG Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement, including, without limitation the CDBG Program Manual.

E. PROGRAM BUDGET

Any invoice submitted to the City by the Subrecipient requesting payment of Program expenditures must be for expenditures within in the Program Budget and must comply with any conditions imposed in the Program Description. The invoice must be accompanied by the forms and reports required pursuant to Section B of the Program Description. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget expenditures only. Before paying such expenses, the City will review the invoice to determine if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses that are CDBG-ineligible or that are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in the Program Description.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department, twenty-five percent (25%) of the CDBG Funds must be spent at least quarterly. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th of the Program Year, fifty (50%) must be expended by December 31st of the Program Year, and seventy-five percent (75%) must be expended by March 30th of the Program Year, or the deficiencies in the expenditure of the Program Funds will be reprogrammed by the City. The Request for Release of Funds Form and the Monthly Client Reporting Form, Exhibits C and D attached hereto, respectively, must be received for the first quarter by October 15th; for the second quarter by January 10th, and for the third quarter by March 15th. In addition to the right to reprogram the unspent CDBG funds, if the Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the CDBG 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 PRNS Director or his or her designee. All funds must be expended by June 30th, of the Program Year with the Request for Release of Funds Forms and the Monthly CDBG Reporting Forms submitted by July 10th of the Program Year. Unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Each expense charged to City or paid with CDBG Funds will be accounted for separately from all other revenue sources of the Subrecipient. These records shall be maintained by Subrecipient.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that Subrecipient uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner which results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFINITION OF DEFAULT

If, during the term of this Agreement, the Subrecipient:

(i) fails to operate the Program in the manner represented to the City in its application requesting funding under the CDBG Program and as required under this Agreement;

(ii) fails to defend, indemnify and hold the City harmless as required pursuant to Section IV C above;

(iii) fails to provide or maintain the insurance required in Section IV F above;

(iv) a petition in bankruptcy is filed by or against the Subrecipient, an assignment by the Subrecipient is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the Subrecipient or the Property, or the Subrecipient is adjudicated to be bankrupt; or

(v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Subrecipient pursuant to Section VII F below, then the City may declare the Project Sponsor to be in default of this Agreement.

B. CITY REMEDIES FOR DEFAULT

The Subrecipient hereby acknowledges and agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR 85.43. Upon the occurrence of any default described in Section VII A above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the CDBG Funds pending correction of the default by the Subrecipient;

(ii) Disallow use of the CDBG Funds for all or part of the cost of the Program activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Suspend the performance of this Agreement, in whole or in part, and temporarily suspend any further disbursement of CDBG Funds for the Program;

(iv) Withhold further awards for the Program or any other program of the Subrecipient;

(v) Terminate the Agreement and permanently cease any further disbursement of the CDBG Funds hereunder;

(vi) Impose any penalty that HUD has imposed against the City or has requested the City to impose against the Subrecipient; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VII A above, any remedy selected by the City shall be implemented by written notice to the Subrecipient stating the effective date of the remedy. The City reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are consistent with the provisions of 24 CFR 85.43 and are appropriate for the noncompliance of the Subrecipient. If the City elects to terminate this Agreement as provided herein, the Subrecipient agrees, if so demanded by the City, to repay the CDBG Funds to the City within ten days after receipt of the written notice of termination.

C. MODIFICATION OR AMENDMENT

The Subrecipient and the City hereby agree to modify or otherwise amend this Agreement if such modification or amendment is required by HUD or any applicable federal, state or local laws, rules or regulations. Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by the Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase of $25,000 or more in the amount of the CDBG Funds to be provided under this Agreement, or (ii) the Director of the PRNS Department, if the amendment provides an increase of less than $25,000

in the amount of the CDBG Funds to be provided under this Agreement, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

F. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iii) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Women's Development Center

Tina Prieto, Executive Director

Attest:

~~Beverly K. Bridges, MMC, City Clerk,~~ By: Vicky Skilbred, CMC
Acting City Clerk

Council Action April 6, 2011 – Item #48

APPROVED AS TO FORM: 6-28-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROGRAM DESCRIPTION

A. PROGRAM SERVICES

1. Purpose of Services:
   Provide transitional and affordable housing to low income citizens.

2. Tasks to be Performed:
   Transitional housing for homeless families with children, and affordable rental units for low and very low-income clients.

3. Level of Service to be Provided and Measurable Goals for Grant Period:
   Provide 12 families transitional and affordable housing with case management. As outlined in the Goals and Objectives Form (Exhibit F)

4. Program Conditions:
   The following are either opportunities which may enhance, or constraints which may limit the ability of the Subrecipient to effectively implement the Program in the City of Las Vegas.

   All clients served, must be verified as low or moderate income residents of the City of Las Vegas. The Subrecipient hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Subrecipient will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning July 1st of the Program Year or the effective date of the Agreement, through June 30th of the Program Year unless the Agreement is modified in writing by the City and the Subrecipient. The Subrecipient shall submit, no later than the 7th of each month, the Monthly Status Report (the "Report"), using the form attached as Exhibit "C" of the Agreement. The report shall provide Program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit the Report in a timely manner may delay reimbursement to Subrecipient for grant-eligible Program expense. The Report shall contain, but not be limited to, the following data:

1. Total unduplicated (new) clients served including: race and ethnic breakdown, number and percentage of low- and moderate-income clients served (see Exhibit "D" of the Agreement for current HUD Section 8 income guidelines)
2. Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.
3. Statement of Program year goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said Report.

The Report shall be forwarded to the City of Las Vegas, ATTN: Parks, Recreation & Neighborhood Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by the Subrecipient within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.B. of the Agreement.

C. CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The information required for the Monthly Status Report, may be obtained by utilizing the Client Certification of Household Composition and Income form, attached as Exhibit "E" to the Agreement.

EXHIBIT "B"
CITY OF LAS VEGAS
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Parks, Recreation & Neighborhood Services Department for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.* Funds must be used in accordance with the application submitted during the Request For Applications Process for this fiscal year. Agency may not use CDBG funds for line items not included in the application for funds.

Per the Program Budget Form included in the application the following costs are summarized for your convenience:

- Operating Costs consist of: Rent, Utilities, Phone, Insurance, Office Supplies, Audit, Bookkeeping, etc.
- Program Supplies: must be necessary for the implementation of the program for which funds were awarded
- Direct Client Services: include items such as Sheriff Cards or other work cards, NV ID's, bus passes, scholarships, food & sundries, medical co-pays, etc.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed.

Additionally, unless requested and approved in writing, agencies are expected to spend and request reimbursement of a minimum of 25% of their allocation per quarter. Failure to do so will cause funds to be removed from the agency as specified by the CDBG Agreement with the City.

Award	$12540	25% to be spent per quarter	$3135

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Wages & Benefits	$12540			
Operating Costs	$			
Program Supplies	$			
Direct Client Services (Scholarships, Food etc.)	$			
TOTAL	$12540			

Signature Date

EXHIBIT "C"
MONTHLY AND ANNUAL CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

Use Both Page 1 And Page 2 for Monthly Reports and Page 3 for Annual Recap
Parks, Recreation & Neighborhood Services Department
CDBG City of Las Vegas Program Funded Client Count Only

Agency & Program:	Women's Development Center	Month & Year	

Unduplicated Clients Served & Program Goals Met This Month
Failure to meet these goals may result in funds being removed from agency.

Per Agreement Agency should serve	12	Clients Annually

This form is to be used to report on the CDBG City of Las Vegas eligible clients served for the program for which the agency was awarded funds. You may only count those clients.

Clients can only be counted once if assisted more than one time, or on a continuous basis. If you assist the same clients each month, then your year to date total will match the monthly total. When this occurs, state no new clients served this month. When new clients are added, the monthly and yearly total will change to reflect the amount of new clients served.

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. The other common error is to report 21 White and 4 Hispanic for 25 served, which does not document the proper number. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers reported for each monthly column of clients served to date.

Income categories: The gross annual income of each client served must also be documented. Please use the categories below, and list the number of clients served in each appropriate column. The monthly and year to date totals must match the monthly (B) and year to date (D) numbers provided under race in these columns.

A Race Category	B Monthly New Client Total	C Monthly New Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Activities/Objectives	This Month	Year To Date	Goal

The following is the format we would like you to use. Please use a blank form to fill in your program information.

AUGUST 2011- PROGRAM ACCOMPLISHMENTS ***(Sample)***

Activity 1. Youth Enrollment

* Distributed 2,000 program flyers to North, South and Central High
* Sponsored an Open House on August 15th to attract youth
* 65 youth attended Open House and 27 formally enrolled in program

Activity 2. Mentor Recruitment

- Contracted Clark County Adult Probation Department to explain program
- Received two youth referrals fulfilling Community Service hours
- Interviewed two youths for Mentorship, received formal commitments

Activity 3. Case Management

- Request for assistance forms were available at Orientation
- Five families completed intake form requesting assistance
- Three families had follow up visits at the center for assistance

Activity 4. Tutoring Services

- Contacted UNLV & Community College to identify student tutor volunteers
- Three tutors were interviewed and attended Open House
- Tutoring classes held in Math, Science, English (schedule available)

Activity 5. Peer Support Meetings

- Identified meeting topics/agenda
- Recruited student facilitator and set schedule

11 attended first meeting, 9 in attendance second meeting

Page 3
End of Year Client Statistics Recap – City of Las Vegas CDBG Program Clients Only

This portion of the report is to be submitted when the agency has expended all CDBG PS program funds or with the final June CDBG PS Request For Funds, whichever occurs first. Please attach to page 1 and 2. Please keep to one page.

Please provide a brief synopsis of program success below. Please be specific and do not use more than half of the page as marked below. This is a one (1) page form. If Program has more than one component, please list them separately.

For example:

- 35 of the 50 program participants obtained gainful employment due to the job training element.
- 40 of the 50 program participants achieved their goal of self sufficiency and obtained/maintained affordable housing.
- 20 of the 50 clients graduated from substance abuse counseling

---

End of Year Leveraging Chart

Please fill out the chart to indicate the leveraging the agency received during this fiscal year to administer/operate the program for which CDBG funds were utilized. For this chart, do not include in-kind.

Source	Amount ($)
Other Federal Funds	
State/Local Funds	
Private Funds	
Agency Funds (non grant – Fund Raising	
Other Funds	
TOTAL	

EXHIBIT "D"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,700	less than $22,800	less than $36,500
2	less than $15,650	less than $26,050	less than $41,700
3	less than $17,600	less than $29,300	less than $46,900
4	less than $19,550	less than $32,550	less than $52,100
5	less than $21,150	less than $35,200	less than $56,300
6	less than $22,700	less than $37,800	less than $60,450
7	less than $24,250	less than $40,400	less than $64,650
8	less than $25,850	less than $43,000	less than $68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 31, 2011.

EXHIBIT "E"
CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

HOUSEHOLD SIZE Please check the box next to the total number of people that live in the household.	**HOUSEHOLD INCOME**[1] Please check the box next to the total income of your household. Count all income of all household members.		
☐ 1 person	☐ less than $13,700	☐ less than $22,800	☐ less than $36,500
☐ 2 people	☐ less than $15,650	☐ less than $26,050	☐ less than $41,700
☐ 3 people	☐ less than $17,600	☐ less than $29,300	☐ less than $46,900
☐ 4 people	☐ less than $19,550	☐ less than $32,550	☐ less than $52,100
☐ 5 people	☐ less than $21,150	☐ less than $35,200	☐ less than $56,300
☐ 6 people	☐ less than $22,700	☐ less than $37,800	☐ less than $60,450
☐ 7 people	☐ less than $24,250	☐ less than $40,400	☐ less than $64,650
☐ 8 people	☐ less than $25,850	☐ less than $43,000	☐ less than $68,800

[1] Based on HUD median incomes as of May 31, 2011.

Print Names of everyone in the house with income. Include the person requesting assistance. If assistance is for a minor child please list the child's information also.

First Name	Last Name	D.O.B.	M/F	Head of household: Y/N	Monthly Income Per Person

Please check the box next to the race category that best describes your race, please also indicate if you consider your ethnicity to be Hispanic.

	White		Black/African American		Asian		American Indian/Alaskan
	Native Hawaiian/Other Pac. Islander		American Indian Alaskan Native & White		Asian & White		Black & White
	American Indian/Alaskan Native & Black		Asian/Pacific Islander		Other Multi Racial		Hispanic

INCOME INFORMATION

Items needed (copies):

- *Photo ID, for head of household.*
- *Monthly income for each member of the house with income (paycheck stubs, income tax statement.)*
- *Other income documentation (child support, alimony, welfare, etc)*
- *A letter from a Public Housing Manager, or copy of a current Section 8 Lease, will suffice as proof of income.*

Please answer each of the following questions. For each "yes," please provide documentation.

YES	NO	Does *any* member of your household:
❑ Yes	❑ No	1. Live in Public Housing or receive Section 8 rental assistance?
❑ Yes	❑ No	2. Work full-time, part-time, or seasonally?
❑ Yes	❑ No	3. Expect to work for any period during the next year?
❑ Yes	❑ No	4. Work for someone who pays them cash?
❑ Yes	❑ No	5. Now receive or expect to receive unemployment benefits?
❑ Yes	❑ No	6. Now receive or expect to receive child support?
❑ Yes	❑ No	7. Now receive or expect to receive alimony?
❑ Yes	❑ No	8. Now receive or expect to receive public assistance (welfare)?
❑ Yes	❑ No	9. Now receive or expect to receive Social Security or other retirement benefits?

APPLICANT CERTIFICATION

I/We certify that the information given on household composition and income is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of assistance. *I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.*

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Address including zip code _____ Phone # _____

Agency Representative _____ Date _____

Verified by: _____ **Date** _____

Income verification* and type _____ **Date** _____

***ie. Any letter from an agency that verifies your client's low-income status is acceptable, a letter from Public Housing, Food Stamps, Welfare, check stubs, etc.**

EXHIBIT "F"
PARKS, RECREATION & NEIGHBORHOOD SERVICES DEPARTMENT
PERFORMANCE MEASURES FORM

AGENCY: **Women's Development Center**
PROGRAM: **Transitional Housing and Affordable Rental Program**

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2011/2012. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

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? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. 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, affordable childcare, 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?

Outcome # 1 12 Homeless families will obtain permanent housing

9 (75%) of the 12 homeless households will achieve "residential stability" by obtaining permanent housing upon exiting the program.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
• Transitional Housing • Case Management • Housing/Budgeting Counseling • Tenant/Landlord Responsibilities • Rent Burden Assumptions • Life Skills Coaching • Social Service Referrals	• 12 families will receive a furnished apartment upon entering the program • 8 adults will participate in weekly case management sessions • 8 adults will participate in budgeting sessions • 8 adults will participate in housing counseling sessions

Outcomes will be measured through information obtained during case management sessions. WDC anticipates that residents will have stable employment and permanent housing upon exiting the program. Information regarding housing applications is tracked by the case worker and is included in appropriate reports. Case files and program outcomes are reviewed continually to ensure compliance with funding and grant requirements.

Outcome #2 Income will be maintained or increased by clients

9 (75%) of 12 transitional housing residents will maintain and/or increase their income through participation in job readiness training, stable employment, SSI/SSDI, etc. while residing in the program.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
• Case Management Services • Job Development • Employment Retention • Living Skills Coaching • Service Coordination	• 12 adults will participate in weekly case management meetings • 8 adults will participate in weekly job development sessions • 8 adults will participate in living skills workshops and coaching

Outcome Measurements:
Tracking activities such as job readiness training, employment status & retention, living skill workshops and coaching, verifiable job searches, income, and application status are integrated into monthly reports to determine outcome measurements. WDC anticipates that residents will have stable employment when they exit from the program. Case files and program outcomes are reviewed continually to ensure compliance with funding and grant requirements.

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
WITH
Rebuilding Together with Christmas in April, Southern Nevada

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT WITH Rebuilding Together with Christmas in April, Southern Nevada, (this "Agreement") is made and entered into this 1st day of June, 2011, by and between the City of Las Vegas, a municipal corporation within the State of Nevada, hereinafter referred to as "City", and Rebuilding Together with Christmas in April, Southern Nevada, a Nevada corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "Subrecipient", whose primary mailing address at the date of execution is 611 South 9th St., Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant (hereinafter the "CDBG Program") under Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting projects or programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund Subrecipient's program (more fully described below), which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds received from HUD by securing services which support and help achieve the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, for and in consideration of the premises above and the mutual promises and agreements set forth below, the parties hereto agree to the following;

I. CITY ALLOCATION OF CDBG FUNDS

In consideration for the performance of the Program (described below) by Subrecipient, the City agrees to allocate funds received from HUD under the CDBG Program in an amount not to exceed one hundred twenty five thousand dollars ($125,000) (the "CDBG Funds"). The CDBG Funds will be used to reimburse Subrecipient for eligible Program expenses, which expenses are set forth in the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Subrecipient understands and agrees that the allocation of the CDBG Funds hereunder

shall not exceed the amount set forth herein, and any expenses incurred in excess thereof shall the responsibility of Subrecipient.

II SUBRECIPIENT RESPONSIBILITIES

In consideration for the allocation set forth in Section I above, Subrecipient agrees to use the CDBG Funds to operate and administer a program which rehabilitates the residential homes of homeowners who are in need of such rehabilitation and qualify for such assistance under the requirements of the CDBG Program and this Agreement (the "Program"). The Program is more fully described in the Program Description and Requirements; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. Subrecipient agrees to conduct the Program as described in the Program Description and to adhere to the requirements set forth in the Program Description and Requirements and in the applicable CDBG regulations. The CDBG Funds are provided herein are part of the City's program commonly known and referred to as the "Single Family Rehab Program." Subrecipient hereby agrees that the CDBG Funds made available pursuant to this Agreement will be used to supplement rather than to supplant or replace funds otherwise available to Subrecipient for the performance of the Program.

III. TIME OF PERFORMANCE

This Agreement shall become effective of the date set forth in the first paragraph (which date shall be the date of execution by the City) and continue in force and effect until performance by Subrecipient of all of its obligations under this Agreement. Only Program eligible expenses incurred by Subrecipient for the period from July 1, 2011 through June 30, 2012, inclusive, (the "Program Year") shall be eligible for reimbursement by the City. Any expenses incurred by Subrecipient in connection with the Program before or after the Program Year are not entitled to payment under this Agreement. Notwithstanding the foregoing, any Program expenses incurred after July 1st of the Program Year for which the CDBG Funds were allocated, but prior to execution of this Agreement, may be reimbursed if and Subrecipient conforms with the requirements of 24 CFR 570.200(h)(1)(i-vi) and such reimbursement is approved in writing by the City.

The City shall bear no liability to fund the Program as agreed to under this Agreement if the CDBG Funds allocated herein are not allocated or received from HUD for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the amount of the CDBG funding provided to the City by HUD.

IV. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUES AND REGULATIONS

Subrecipient acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the CDBG Subrecipient Construction/Rehabilitation Program Manual. Subrecipient shall obtain any and all Federal, State, and Local permits

and licenses required to execute the implement the Program as described in the Program Description and Requirements. Subrecipient further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG Funds to be provided Subrecipient under this Agreement.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

Subrecipient has requested the financial support of the City to enable Subrecipient to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Economic and Urban Development Director or other designee to assure continuing eligibility for CDBG funding.

C. INDEMNIFICATION

Subrecipient agrees to protect, defend, indemnify and save harmless the City from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to the 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:

(i) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;

(ii) Whether the objectives of the Program are being achieved;

(iii) Whether the Program is being operated in an efficient and effective manner;

(iv) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(v) Whether the financial operations of the Program are being conducted properly;

(vi) Whether the periodic reports to the City contain accurate and reliable information; and

(vii) 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. MAINTANCE OF RECORDS AND RIGHT TO AUDIT

1. Maintenance of Records. Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of five (5) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. In the event Subrecipient goes out of existence, Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. Right to Audit. 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. Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by Subrecipient are incomplete, Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to Subrecipient's offices to inspect, audit, and retrieve the complete records. Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this Program relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. Required Insurance Policies. 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 Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

b. General Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

c. Automobile Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by Subrecipient (owned or hired) in the performance of the services under this Agreement.

d. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, Subrecipient shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance policies required under this Section are in addition to, and not in lieu of, Subrecipient's indemnification obligation provided under Section IV.C above. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverage required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, Subrecipient shall have on file with the City current certificates of insurance evidencing the coverage required herein.

a. Subrecipient shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare Subrecipient in default of its obligation under this Section.

b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverage required under this section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Subrecipient, including the

rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If Subrecipient fails to maintain any of the insurance coverage required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverage may be maintained. Subrecipient is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from Subrecipient or deduct the amount paid from any sums due Subrecipient under this Agreement.

5. Primary Coverage. Subrecipient's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of Subrecipient and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by Subrecipient must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid $600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

Subrecipient may not assign any part of its rights in this Agreement without consent of City. Any such assignment of rights without consent of City shall result in the forfeiture of all compensation, or any part thereof, as determined by City.

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved by both Subrecipient and the Las Vegas City Council (and executed by the Mayor) if funding amounts over $24,999 are involved or by the Director of Economic and Urban Development or the Director's designee if funding amounts of less than $25,000

are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize CDBG funding to the City.

J. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, Subrecipient warrants that it has disclosed to the City at the time of the submission of its application for funding under the CDBG Program, on the form provided by the City, all principals, including, partners of Subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES 24 CFR 570.207

Subrecipient will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

Subrecipient further agrees that none of the personnel employed in the administration of the Program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the provisions of Chapter 15, Title 5, U.S. Code.

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.500

For purposes of this Agreement, Program Income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

(ii) Proceeds from the disposition of equipment purchased with CDBG funds;

(iii) Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;

(iv) Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

(v) Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and

(vi) Interest earned on Program Income pending its disposition.

Any Program Income generated by the Program shall be recorded separately and returned to the City for further disposition. Subrecipient may retain the Program Income for exclusive use in the Program provided written request has been made to and approved by the Director of the Economic and Urban Development Director, and such use complies with HUD rules, regulations and guidelines for the use of such income.

E. OTHER PROGRAM REQUIREMENTS 24 CFR

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600--570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 570.600

Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1774--24 CFR 570.602, AGE DISCRIMINATION ACT OF 1975--24 CFR 570.602(c), SECTIONS 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. **LABOR STANDARDS AND DAVIS BACON ACT 24 CFR 570.603**

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

5. **ENVIRONMENTAL STANDARDS 24 CFR 570.604**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. **DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606**

Subrecipient shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, Subrecipient understands and agrees that there must be a one-for-one replacement of any occupied or vacant, low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.

8. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.**607

Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with

existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT, 24 CFR 570.**608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards. The Neighborhood Development Division of the Department of Economic and Urban Development of the City will provide lead-based paint testing, clearance tests and risk assessments when required for CDBG funded housing rehabilitation projects that are to be undertaken by Subrecipient, which projects are located within the City. All lead-based paint activities shall be performed by a U. S. EPA certified Risk Assessor. If the City has no certified Risk Assessor employed by it, the City is not obligated to conduct any lead-based paint activities, which shall become the responsibility of Subrecipient.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**

Subrecipient shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**

This Agreement is subject to the general rule that no person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

F. DRUG FREE WORKPLACE

As a Subrecipient of CDBG funds, and in connection with public services offered, Subrecipient agrees that it shall comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, Subpart F, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to City any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

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 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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over $500,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit.

Any agency that expends between $200,000-$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the City. The funds expended may be from one or multiple federal sources.

If Subrecipient falls under the requirements of OMB A-133 Auditing Rules, Subrecipient must submit a full and complete copy of such audits to the Economic and Urban Development Department. Subrecipient is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render Subrecipient as non-compliant. This means that no funds may be drawn until the City of Las Vegas Economic and Urban Development Department has received and reviewed the copy of the audit. Please refer to the CDBG Construction/Rehabilitation Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Supporting backup material must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from Subrecipient's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires.

E. PROGRAM BUDGET

Any invoice requesting reimbursement for Program expenditures must be in accordance with the Program Budget and subject to any conditions imposed in the Program Description and Requirements, to include monthly reports and narratives when seeking reimbursement from the City for eligible Program costs. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. Subrecipient shall not make any changes in the Program Budget. Line items of the Program Budget may be revised if approved in writing by the Economic and Urban Development Department Director.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program expenditures identified in the Program Budget attached to this Agreement. Before paying such expenses, the City will review invoiced expenditures to determine their consistency with the Program Budget and any other applicable requirements of this Agreement. The City reserves the right to refuse reimbursement for CDBG-ineligible expenses, or which are not within the scope of this Agreement. Monthly reimbursement requests shall include the Monthly Status Report as required by Section C of the Program Description and Requirement, Exhibit "A" attached to this Agreement.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Economic and Urban Development and according to the agreed upon arrangement, fifty percent (50%) of the allocation of the CDBG Funds must be spent by March 31, 2011 and one hundred percent (100%) by June 30, 2011. The Monthly Client Status Report , Exhibits "C", must be submitted monthly and the Request for Release of Funds, Exhibit "D", must be submitted with your invoices for payment. All funds must be expended by June 30th, of the Program Year with the final Request for Release of Funds and the Monthly Client Status Report submitted by July 10th following expiration of the Program Year.

Any unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by Subrecipient. 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 Department of Economic and Urban Development Director or his or her designee. In addition to the right to reprogram the unspent CDBG Funds, if Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by Subrecipient to the City by the amount of the CDBG Funds not been spent pursuant to this Agreement.

If Subrecipient realizes that the CDBG Funds allocated under the Agreement will not be spent in accordance with the spending requirements set forth herein, Subrecipient must request and attend a technical assistance meeting within fifteen (15) days of notifying the Neighborhood Program Officer. The time and date of the meeting will be determined by the City.

H. ACCOUNTING METHODS

Each expenditure incurred during the Program Year, and the CDBG Funds used to reimburse Subrecipient, must be accounted for separately from all other expenditures and revenue sources of Subrecipient. Subrecipient shall maintain these records pursuant to Section IV E above.

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:

(i) 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.

(ii) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

(iii) 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 Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

(iv) 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, 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.

(v) Pursuant to 24 CFR Part 570.503, Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFAULT AND REMEDIES

If Subrecipient fails to fulfill in a timely and proper manner any of its obligation under this Agreement, or shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure is not remedied within ten (10) days after written notice of default has been provided by the City to Subrecipient at the address set forth in Section VII C below, the City shall have the right to pursue any of the following remedies: the remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to, the following:

(i) Suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43;

(ii) Temporary withhold disbursement of the CDBG Funds pending correction of the deficiency by Subrecipient;

(iii) Disallow payment for all or part of the cost of the activity or action not in compliance;

(iv) Suspend or terminate, in whole or in part, the current award of CDBG Funds for the Program under the Agreement;

(v) Withhold any further awards to Subrecipient for other programs or projects;

(vi) Impose such actions or penalties as may be required by U.S. Department of Housing and Urban Development, as the awarding federal agency;

(vii) Adopt or pursue such other legal or equitable remedies as may be available to the City.

The City reserves the right to set the terms and conditions for any suspension or termination provided such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance on the part of Subrecipient.

B. AMENDMENT OR REVISION

Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase in the CDBG Funds in an amount of $25,000 or more, or (ii) the Director of the Economic and Urban Development Department, if the amendment provides an increase in the CDBG Funds in an amount which is below $25,000, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder. The Parties hereto hereby agree to amend or otherwise amend or revise this Agreement if HUD or any applicable federal statute or regulation requires such modification.

C. NOTICES.

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

City:
William Arent
Director of the Department of Economic and Urban Development
City of Las Vegas
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax No. 702-598-3938

Subrecipient
Cynthia Baca, Executive Director
Rebuilding Together of Southern Nevada
611 S. 9TH Street
Las Vegas, Nevada 89101
Fax No.702-259-8600

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein.

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.

C. 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 Subrecipient.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

7/13/2011
~~Oscar B. Goodman~~ Date
~~Mayor~~
Stavros S. Anthony, Mayor Pro Tem

Attest:

7/13/2011
~~Beverly K. Bridges, MMC~~ Date
~~City Clerk~~
By: Vicky Skilbred, CMC
Acting City Clerk

Approved as to form:

6-30-11
Robert S. Sylvain Date
Deputy City Attorney

Rebuilding Together with Christmas in April, Southern Nevada

7/11/11
Cynthia Baca, Executive Director Date

Council Action April 6, 2011 – Item #48

EXHIBIT "A"
PROGRAM DESCRIPTION AND REQUIREMENTS

A. PROGRAM DESCRIPTION

1. Program Purpose. The Program operated by Subrecipient is intended to correct housing deficiencies and other needs deemed essential for basic health, safety and energy conservation for single family homes owned by homeowners whose incomes are at 80% or below Area Median Income. Subject to receipt of the CDBG funding from HUD, the City will provide up to the amount of CDBG funding identified in I.A. of the Agreement to Subrecipient for the purposes of the Program.

2. Program Tasks to be Performed. Subrecipient will be responsible for determining if a homeowner qualifies for funding under this Program. If qualified, Subrecipient will be responsible for providing the necessary materials and labor, or for hiring the appropriate contractor or subcontractor who will provide the necessary materials and labor, to complete the rehabilitation of the single family home of the qualified homeowner.

In addition to the above, Subrecipient shall perform the following additional tasks:

Provide 25 households with home repairs and/or property cleanup

3. Program Conditions. The conditions that may enhance or limit the ability of Subrecipient to effectively implement the Program are as follows:

They typically leverage their public funds with private contributions as well as in-kind donations from sponsors/volunteers and discounts from our vendors and contractors. This allows them to serve a greater number of clients than the 25 projected.

4. Program Stipulations. The parties agree that the following stipulations shall be in effect in connection with the Program:

Materials purchased should be at a reasonable cost. No upgraded materials will be allowed. Whenever possible, energy efficient products should be used. Will use only licensed contractors who have their certificate of insurance and registration on file with them.

B. SUBRECIPIENT TASKS AND OUTCOMES. Within ten (10) days after the execution of the Agreement, Subrecipient will complete and submit to the City the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement. The Program will adhere to the outcomes, major tasks, outputs, and outcome measurements stated in the Performance Measures Form.

C. MONTHLY STATUS REPORTS. Commencing with the effective date of this Agreement, and for each month thereafter of the Program Year (July 1st through June 30th), Subrecipient agrees to provide a written status report of the Program on the Monthly Status Report, Exhibit C attached to the Agreement. Subrecipient shall submit the Report to the City no later than the 7th day of each month of the Program Year and by the 7th day of the month following the expiration of the Program Year for the last month of the Program Year. The Monthly Status Report shall described the accomplishments of the Program for the prior month, provide the Program statistics required herein and include a narrative demonstrating how the Program meets one or

all of the National Objectives of the CDBG Program set forth in 24 CFR 570.208. The failure to submit the Monthly Status Report in a timely manner may delay the reimbursement of Subrecipient for eligible Program expenses.

The Monthly Status Report shall contain, but is not limited to, the following data:

(i) Identify the total unduplicated (new) clients served by the Program, including such information as the ethnic breakdown, the number and percentage of low- and moderate-income clients (see Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached to the Agreement for the current HUD Section 8 income guidelines), and the number of female heads-of-households.

(ii) Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.

(iii) A Statement of the Program goals cited in Subrecipient's application submitted to the City for funding and the measurable accomplishments made toward achieving those goals for the period of time up to the date of the Report.

The Monthly Status Report shall be forwarded to the City of Las Vegas Department of Economic and Urban Development, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Subrecipient within a time permitted under Section VI A after notification thereof, then the City will entitled to any of the remedies set forth in Section VI A of the Agreement determined to be appropriate.

D. CLIENT DOCUMENTATION. Subrecipient agrees to maintain documentation on the clients benefiting from activities and programs funded through the CDBG Program. As a condition of receiving the HUD CDBG grant, the City, and in turn Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on the parameters set forth in the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached to the Agreement. HUD also requires the City, and in turn Subrecipient provide the following client data: (i) race and ethnic background; (ii) number of female head of households; (iii) verification of City of Las Vegas residency; and (iv) the number of very- low income clients, which are served by the Program. All CDBG 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. See Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached to the Agreement for an example of verification of income and eligibility. The staff of the City NDD staff and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to City NDD and HUD staff during monitoring visits to validate Program eligibility. Any information regarding clients of the Program funded through federal monies shall be held in strict confidence by Subrecipient.

EXHIBIT "B"
PROGRAM BUDGET

Organization: Rebuilding Together

Program: Community Development Block Grant, Fiscal Year $125,000

Account	Description	Amount Authorized
991105	Single Family Rehab	$125,000
Roofing/Repair		$60,000
HVAC-Heat/AC		$30,000
Electrical		$5,000
Plumbing		$25,000
Structural		$5,000
	Total Amount	$125,000

EXHIBIT "C"
MONTHLY CLIENT STATUS REPORT

THIS FORMAT MUST BE FOLLOWED EXACTLY. USE BOTH PAGES 1 AND 2. WHEN COMPLETED PLEASE SUBMIT TO THE FOLLOWING: Economic and Urban Development Department – Neighborhood Development Division, 400 Stewart, 2nd Floor Las Vegas, Nevada 89101

RE: Agency/Program: Rebuilding Together / Single Family Rehab_____
Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

**Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.*

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients then the monthly and yearly total will change to reflect the amount of new clients.

A Race Category	B Monthly Client Total	C Monthly Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Asian/Pacific Islander				
Other Multi Racial				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

EXHIBIT "D"
REQUEST FOR THE RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2009/2010 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of cancelled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Rebuilding Together	Phone: 702-259-8600
Program: Emergency Home Repair/National Rebuilding Day/Heroes at Home	FAX: 702-259-8600
Contact Person: Cynthia Baca	e-mail: cbaca@rtsnv.org

Account Title	Budgeted Amount	Request Amount	Previous Drawdown's	Remaining Funds
Roofing/Repair	$60,000			
HVAC-Heat/AC	$30,000			
Electrical	$ 5,000			
Plumbing	$25,000			
Structural	$ 5,000			
TOTAL	$125,000			

Signature **Date**

EXHIBIT "E"
CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

(These figures are subject to annual update by HUD)

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$13,700 or less	$22,800	$36,500
2	$15,650 or less	$26,050	$41,700
3	$17,600 or less	$29,300	$46,900
4	$19,550 or less	$32,550	$52,100
5	$21,150or less	$35,200	$56,300
6	$22,700or less	$37,800	$60,450
7	$24,250or less	$40,400	$64,650
8	$25,850or less	$43,o00	$68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May, 2011.

EXHIBIT "F"
PERFORMANCE MEASURES FORM

AGENCY: **Rebuilding Together**
PROGRAM: **Home Repairs**

Anticipated Program Outcomes: Complete the chart below to describe the most significant outcome(s) the Program is expected to accomplish involving its participants for year 2010/2011. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this Program being done? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. Include only the major Program outcomes supported by the requested City funds.

Major Tasks: Outline the major tasks/activities to be conducted by this Program (e.g. client outreach/assessment; job training, affordable childcare, 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 Program's impact on participants be evaluated?

Outcome #1	Describe how participants will benefit and how many are expected to realize this outcome.
We project assisting a minimum of 25 low-income homeowners who are seniors, disabled or veterans. Providing emergency home repairs and modifications as well as lighter rehabilitation will allow clients to remain in their home, maintaining their independence for as long as possible without becoming a burden to their families or taxpayers. Further, their services contribute to the viability of the neighborhood in which their clients reside thereby deterring urban blight.	

Major Tasks Necessary to Realize Outcomes	**Outputs Resulting from Tasks**
Community Outreach	Anticipate rehabilitation of a minimum of 25 clients' properties
Client Identification	Emergency Home Repairs
Client intake and application process	National Rebuilding Day
Site documentation of necessary repairs	Heroes at Home (NRD)
Supervision of volunteers	
Selection of skilled & licensed contractors	
Purchase of materials	
Project administration	
Grant management	

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

Client files contain complete documentation from intake through client sign-off when the work is satisfactorily completed

Monthly reports are submitted to the City of Las Vegas

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
WITH
JAMES SEASTRAND HELPING HANDS OF NORTH LAS VEGAS, INC.

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT WITH James Seastrand Helping Hands of North Las Vegas, Inc. (this "Agreement") is made and entered into this 1st day of July, 2011, by and between the City of Las Vegas, a municipal corporation within the State of Nevada, hereinafter referred to as "City", and James Seastrand Helping Hands of North Las Vegas, Inc., a Nevada corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "Subrecipient", whose primary mailing address at the date of execution is 3640 North 5th St., Ste. 130, North Las Vegas, NV 89030.

WITNESSETH

WHEREAS, the City has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant (hereinafter the "CDBG Program") under Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting projects or programs whose proposed activities will benefit low and moderate income persons, and which activities are eligible for funding under the CDBG Program; and

WHEREAS, the City desires to fund Subrecipient's program (more fully described below), which will benefit low and moderate income persons, and which will assist the City in utilizing its allocation of CDBG funds received from HUD by securing services which support and help achieve the CDBG Program's National Objectives defined in 24 CFR Part 570.208.

NOW, THEREFORE, for and in consideration of the premises above and the mutual promises and agreements set forth below, the parties hereto agree to the following;

I. CITY ALLOCATION OF CDBG FUNDS

In consideration for the performance of the Program (described below) by Subrecipient, the City agrees to allocate funds received from HUD under the CDBG Program in an amount not to exceed ten thousand dollars ($10,000) (the "CDBG Funds"). The CDBG Funds will be used to reimburse Subrecipient for eligible Program expenses, which expenses are set forth in the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Subrecipient understands and agrees that the allocation of the CDBG Funds hereunder shall not exceed the amount set forth

herein, and any expenses incurred in excess thereof shall the responsibility of Subrecipient.

II SUBRECIPIENT RESPONSIBILITIES

In consideration for the allocation set forth in Section I above, Subrecipient agrees to use the CDBG Funds to operate and administer a program which rehabilitates the residential homes of homeowners who are in need of such rehabilitation and qualify for such assistance under the requirements of the CDBG Program and this Agreement (the "Program"). The Program is more fully described in the Program Description and Requirements, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. Subrecipient agrees to conduct the Program as described in the Program Description and to adhere to the requirements set forth in the Program Description and Requirements and in the applicable CDBG regulations. The CDBG Funds are provided herein are part of the City's program commonly known and referred to as the "Single Family Rehab Program." Subrecipient hereby agrees that the CDBG Funds made available pursuant to this Agreement will be used to supplement rather than to supplant or replace funds otherwise available to Subrecipient for the performance of the Program.

III. TIME OF PERFORMANCE

This Agreement shall become effective of the date set forth in the first paragraph (which date shall be the date of execution by the City) and continue in force and effect until performance by Subrecipient of all of its obligations under this Agreement. Only Program eligible expenses incurred by Subrecipient for the period from July 1, 2011 through June 30, 2012, inclusive, (the "Program Year") shall be eligible for reimbursement by the City. Any expenses incurred by Subrecipient in connection with the Program before or after the Program Year are not entitled to payment under this Agreement. Notwithstanding the foregoing, any Program expenses incurred after July 1st of the Program Year for which the CDBG Funds were allocated, but prior to execution of this Agreement, may be reimbursed if and Subrecipient conforms with the requirements of 24 CFR 570.200(h)(1)(i-vi) and such reimbursement is approved in writing by the City.

The City shall bear no liability to fund the Program as agreed to under this Agreement if the CDBG Funds allocated herein are not allocated or received from HUD for the aforementioned Program Year. Furthermore, the City shall be liable only for payment proportional to the amount of the CDBG funding provided to the City by HUD.

IV. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUES AND REGULATIONS

Subrecipient acknowledges and agrees to abide with all Policies, Regulations and CDBG program criteria as specified in the CDBG Subrecipient Construction/Rehabilitation Program Manual. Subrecipient shall obtain any and all Federal, State, and Local permits

and licenses required to execute the implement the Program as described in the Program Description and Requirements. Subrecipient further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the CDBG Funds to be provided Subrecipient under this Agreement.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

Subrecipient has requested the financial support of the City to enable Subrecipient to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Economic and Urban Development Director or other designee to assure continuing eligibility for CDBG funding.

C. INDEMNIFICATION

Subrecipient agrees to protect, defend, indemnify and save harmless the City from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to the 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:

(i) Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the CDBG Program;

(ii) Whether the objectives of the Program are being achieved;

(iii) Whether the Program is being operated in an efficient and effective manner;

(iv) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(v) Whether the financial operations of the Program are being conducted properly;

(vi) Whether the periodic reports to the City contain accurate and reliable information; and

(vii) 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. MAINTANCE OF RECORDS AND RIGHT TO AUDIT

1. Maintenance of Records. Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of five (5) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. In the event Subrecipient goes out of existence, Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. Right to Audit. 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. Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by Subrecipient are incomplete, Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to Subrecipient's offices to inspect, audit, and retrieve the complete records. Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this Program relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. Required Insurance Policies. 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 Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

b. General Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

c. Automobile Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by Subrecipient (owned or hired) in the performance of the services under this Agreement.

d. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, Subrecipient shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance policies required under this Section are in addition to, and not in lieu of, Subrecipient's indemnification obligation provided under Section IV.C above. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverage required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, Subrecipient shall have on file with the City current certificates of insurance evidencing the coverage required herein.

a. Subrecipient shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare Subrecipient in default of its obligation under this Section.

b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverage required under this section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Subrecipient, including the

rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

4. Lapse of Insurance. If Subrecipient fails to maintain any of the insurance coverage required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverage may be maintained. Subrecipient is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from Subrecipient or deduct the amount paid from any sums due Subrecipient under this Agreement.

5. Primary Coverage. Subrecipient's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of Subrecipient and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by Subrecipient must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid $600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

Subrecipient may not assign any part of its rights in this Agreement without consent of City. Any such assignment of rights without consent of City shall result in the forfeiture of all compensation, or any part thereof, as determined by City.

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved by both Subrecipient and the Las Vegas City Council (and executed by the Mayor) if funding amounts over $24,999 are involved or by the Director of Economic and Urban Development or the Director's designee if funding amounts of less than $25,000

are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize CDBG funding to the City.

J. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, Subrecipient warrants that it has disclosed to the City at the time of the submission of its application for funding under the CDBG Program, on the form provided by the City, all principals, including, partners of Subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

V. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES 24 CFR 570.207

Subrecipient will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

Subrecipient further agrees that none of the personnel employed in the administration of the Program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the provisions of Chapter 15, Title 5, U.S. Code.

D. DISPOSITION OF PROGRAM INCOME 24 CFR 570.500

For purposes of this Agreement, Program Income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

(ii) Proceeds from the disposition of equipment purchased with CDBG funds;

(iii) Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;

(iv) Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

(v) Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and

(vi) Interest earned on Program Income pending its disposition.

Any Program Income generated by the Program shall be recorded separately and returned to the City for further disposition. Subrecipient may retain the Program Income for exclusive use in the Program provided written request has been made to and approved by the Director of the Economic and Urban Development Director, and such use complies with HUD rules, regulations and guidelines for the use of such income.

E. OTHER PROGRAM REQUIREMENTS 24 CFR

Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600--570.612, except that Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 570.600

Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT--24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1774--24 CFR 570.602, AGE DISCRIMINATION ACT OF 1975--24 CFR 570.602(c), SECTIONS 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT 24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

5. ENVIRONMENTAL STANDARDS 24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING 24 CFR 570.606

Subrecipient shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, Subrecipient understands and agrees that there must be a one-for-one replacement of any occupied or vacant, low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with

existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. **LEAD-BASED PAINT, 24 CFR 570.608**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards. The Neighborhood Development Division of the Department of Economic and Urban Development of the City will provide lead-based paint testing, clearance tests and risk assessments when required for CDBG funded housing rehabilitation projects that are to be undertaken by Subrecipient, which projects are located within the City. All lead-based paint activities shall be performed by a U. S. EPA certified Risk Assessor. If the City has no certified Risk Assessor employed by it, the City is not obligated to conduct any lead-based paint activities, which shall become the responsibility of Subrecipient.

10. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 570.610**

Subrecipient shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

12. **CONFLICT OF INTEREST 24 CFR 570.611**

This Agreement is subject to the general rule that no person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

F. DRUG FREE WORKPLACE

As a Subrecipient of CDBG funds, and in connection with public services offered, Subrecipient agrees that it shall comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, Subpart F, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to City any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

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 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. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over $500,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit.

Any agency that expends between $200,000-$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the City. The funds expended may be from one or multiple federal sources.

If Subrecipient falls under the requirements of OMB A-133 Auditing Rules, Subrecipient must submit a full and complete copy of such audits to the Economic and Urban Development Department. Subrecipient is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render Subrecipient as non-compliant. This means that no funds may be drawn until the City of Las Vegas Economic and Urban Development Department has received and reviewed the copy of the audit. Please refer to the CDBG Construction/Rehabilitation Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Supporting backup material must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from Subrecipient's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires.

E. PROGRAM BUDGET

Any invoice requesting reimbursement for Program expenditures must be in accordance with the Program Budget and subject to any conditions imposed in the Program Description and Requirements, to include monthly reports and narratives when seeking reimbursement from the City for eligible Program costs. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements, payroll sheets. Subrecipient shall not make any changes in the Program Budget. Line items of the Program Budget may be revised if approved in writing by the Economic and Urban Development Department Director.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program expenditures identified in the Program Budget attached to this Agreement. Before paying such expenses, the City will review invoiced expenditures to determine their consistency with the Program Budget and any other applicable requirements of this Agreement. The City reserves the right to refuse reimbursement for CDBG-ineligible expenses, or which are not within the scope of this Agreement. Monthly reimbursement requests shall include the Monthly Status Report as required by Section C of the Program Description and Requirement, Exhibit "A" attached to this Agreement.

G. UNEXPENDED FUNDS

The CDBG Funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by the Department of Economic and Urban Development, Twenty-Five Percent (25%) of the allocation of the CDBG Funds must be spent at least quarterly during the Program Year. To ensure compliance with this requirement, the CDBG Funds must be spent as follows: To ensure compliance with this requirement, the CDBG Funds must be spent as follows: At least 1/12 of the funding allocation must be spent each month. A minimum of Twenty-Five Percent (25%) by September 30th, Fifty Percent (50%) by December 31st, and Seventy-Five Percent (75%) by March 30th, each a deadline of the Program Year. The Monthly Client Status Report and the Request for Release of Funds, Exhibits "C" and "D", respectively,

attached hereto and incorporated herein as a part of this Agreement, for the first, second and third quarters must be completed and received by October 15th, January 10th, and April 15th, respectively, each a deadline of the Program Year. All funds must be expended by June 30th, of the Program Year with the final Request for Release of Funds and the Monthly Client Status Report submitted by July 10th following expiration of the Program Year.

Any unspent CDBG Funds cannot be carried forward to a new Program Year and are forfeited by Subrecipient. 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 Department of Economic and Urban Development Director or his or her designee. In addition to the right to reprogram the unspent CDBG Funds, if Subrecipient fails to utilize all of the CDBG funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by Subrecipient to the City by the amount of the CDBG Funds not been spent pursuant to this Agreement.

If Subrecipient realizes that the CDBG Funds allocated under the Agreement will not be spent in accordance with the spending requirements set forth herein, Subrecipient must request and attend a technical assistance meeting within fifteen (15) days of notifying the Neighborhood Program Officer. The time and date of the meeting will be determined by the City.

H. ACCOUNTING METHODS

Each expenditure incurred during the Program Year, and the CDBG Funds used to reimburse Subrecipient, must be accounted for separately from all other expenditures and revenue sources of Subrecipient. Subrecipient shall maintain these records pursuant to Section IV E above.

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:

(i) 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.

(ii) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

(iii) 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 Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

(iv) 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, 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.

(v) Pursuant to 24 CFR Part 570.503, Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Subrecipient must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VII. DEFAULT, REMEDIES AND MODIFICATION OF AGREEMENT

A. DEFAULT AND REMEDIES

If Subrecipient fails to fulfill in a timely and proper manner any of its obligation under this Agreement, or shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure is not remedied within ten (10) days after written notice of default has been provided by the City to Subrecipient at the address set forth in Section VII C below, the City shall have the right to pursue any of the following remedies: the remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include, but are not limited to, the following:

(i) Suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43;

(ii) Temporary withhold disbursement of the CDBG Funds pending correction of the deficiency by Subrecipient;

(iii) Disallow payment for all or part of the cost of the activity or action not in compliance;

(iv) Suspend or terminate, in whole or in part, the current award of CDBG Funds for the Program under the Agreement;

(v) Withhold any further awards to Subrecipient for other programs or projects;

(vi) Impose such actions or penalties as may be required by U.S. Department of Housing and Urban Development, as the awarding federal agency;

(vii) Adopt or pursue such other legal or equitable remedies as may be available to the City.

The City reserves the right to set the terms and conditions for any suspension or termination provided such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance on the part of Subrecipient.

B. AMENDMENT OR REVISION

Any change in the provisions of this Agreement, including the exhibits or attachments hereto, may be made only pursuant to a written amendment which is executed by Subrecipient and by (i) the Mayor, with City Council approval, if the amendment provides for an increase in the CDBG Funds in an amount of $25,000 or more, or (ii) the Director of the Economic and Urban Development Department, if the amendment provides an increase in the CDBG Funds in an amount which is below $25,000, or merely revises the language of the Agreement without any impact on the amount of the CDBG Funds provided hereunder. The Parties hereto hereby agree to amend or otherwise amend or revise this Agreement if HUD or any applicable federal statute or regulation requires such modification.

C. NOTICES.

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

City:
William Arent
Director of the Department of Economic and Urban Development
City of Las Vegas
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax No. 702-598-3938

Subrecipient
Marina Gonzalez, Executive Director
James Seastrand Helping Hands of North Las Vegas, Inc.
3640 North 5th St.
Ste. 130
Las Vegas, Nevada 89030

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein.

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.

C. 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 Subrecipient.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Date

James Seastrand Helping Hands of North Las Vegas, Inc.

Marina Gonzalez, Executive Director

Date

Attest:

Beverly K. Bridges, MMC
City Clerk

7/6/11
Date

Approved as to form:

Robert S. Sylvain
Deputy City Attorney

6-29-11
Date

Council Action April 6, 2011 – Item #48

EXHIBIT "A"
PROGRAM DESCRIPTION AND REQUIREMENTS

A. PROGRAM DESCRIPTION

1. Program Purpose. The Program operated by Subrecipient is intended to make home repairs to correct housing deficiencies and other needs deemed essential for basic health, safety and energy conservation for single family homes owned by homeowners whose incomes are at or below 80% of the Area Median Income. Subject to receipt of the CDBG funding from HUD, the City will provide up to the amount of CDBG funding identified in I.A. of the Agreement to Subrecipient for the purposes of the Program.

2. Program Tasks to be Performed. Subrecipient will be responsible for determining if a homeowner qualifies for funding under this Program. If qualified, Subrecipient will be responsible for providing the necessary materials and labor, or for hiring the appropriate contractor or subcontractor who will provide the necessary materials and labor, to complete the rehabilitation of the single family home of the qualified homeowner.

In addition to the above, Subrecipient shall perform the following additional tasks:

Provide 325 households with home repairs

3. Program Conditions. The conditions that may enhance or limit the ability of Subrecipient to effectively implement the Program are as follows:

4. Program Stipulations. The parties agree that the following stipulations shall be in effect in connection with the Program:

Materials purchased should be at a reasonable cost. No upgraded materials will be allowed. Whenever possible, energy efficient products should be used.

B. SUBRECIPIENT TASKS AND OUTCOMES. Within ten (10) days after the execution of the Agreement, Subrecipient will complete and submit to the City the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement. The Program will adhere to the outcomes, major tasks, outputs, and outcome measurements stated in the Performance Measures Form.

C. MONTHLY STATUS REPORTS. Commencing with the effective date of this Agreement, and for each month thereafter of the Program Year (July 1st through June 30th), Subrecipient agrees to provide a written status report of the Program on the Monthly Status Report, Exhibit C attached to the Agreement. Subrecipient shall submit the Report to the City no later than the 7th day of each month of the Program Year and by the 7th day of the month following the expiration of the Program Year for the last month of the Program Year. The Monthly Status Report shall described the accomplishments of the Program for the prior month, provide the Program statistics required herein and include a narrative demonstrating how the Program meets one or all of the National Objectives of the CDBG Program set forth in 24 CFR 570.208. The failure to submit the Monthly Status Report in a timely manner may delay the reimbursement of Subrecipient for eligible Program expenses.

The Monthly Status Report shall contain, but is not limited to, the following data:

(i) Identify the total unduplicated (new) clients served by the Program, including such information as the ethnic breakdown, the number and percentage of low- and moderate-income clients (see Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached to the Agreement for the current HUD Section 8 income guidelines), and the number of female heads-of-households.

(ii) Overall number of clients served within the City of Las Vegas corporate limits, delineated monthly by new clients and existing clients with a running total for the Program Year.

(iii) A Statement of the Program goals cited in Subrecipient's application submitted to the City for funding and the measurable accomplishments made toward achieving those goals for the period of time up to the date of the Report.

The Monthly Status Report shall be forwarded to the City of Las Vegas Department of Economic and Urban Development, 400 Stewart Avenue, Las Vegas, Nevada, 89101. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Subrecipient within a time permitted under Section VI A after notification thereof, then the City will entitled to any of the remedies set forth in Section VI A of the Agreement determined to be appropriate.

D. CLIENT DOCUMENTATION. Subrecipient agrees to maintain documentation on the clients benefiting from activities and programs funded through the CDBG Program. As a condition of receiving the HUD CDBG grant, the City, and in turn Subrecipient, must certify that low- and moderate-income persons and/or families are being served based on the parameters set forth in the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached to the Agreement. HUD also requires the City, and in turn Subrecipient provide the following client data: (i) race and ethnic background; (ii) number of female head of households; (iii) verification of City of Las Vegas residency; and (iv) the number of very- low income clients, which are served by the Program. All CDBG 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. See Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached to the Agreement for an example of verification of income and eligibility. The staff of the City NDD staff and HUD must also have access to the names and addresses of the clients. Client's name, address, income, and family size must be made available to City NDD and HUD staff during monitoring visits to validate Program eligibility. Any information regarding clients of the Program funded through federal monies shall be held in strict confidence by Subrecipient.

EXHIBIT "B"
PROGRAM BUDGET

Organization:
Program:

$10,000

Account	**Description**	**Amount Authorized**
Supplies		$10,000
Replace windows Replace/fix A/C Replace/Fix Furnaces Replace doors Replace Appliances Door Knobs Replace Swamp Coolers		
	Total Amount	$10,000

EXHIBIT "C"
MONTHLY CLIENT STATUS REPORT

THIS FORMAT MUST BE FOLLOWED EXACTLY. USE BOTH PAGES 1 AND 2. WHEN COMPLETED PLEASE SUBMIT TO THE FOLLOWING: Economic and Urban Development Department – Neighborhood Development Division, 400 Stewart, 2nd Floor Las Vegas, Nevada 89101

RE: Agency/Program: James Seastrand Helping Hands of North Las Vegas, Inc.
Represents Month _____

Below are the HUD race categories, which must be reported for clients served with CDBG funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

**Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: ie: female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.*

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients then the monthly and yearly total will change to reflect the amount of new clients.

A Race Category	B Monthly Client Total	C Monthly Hispanic Total*	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Asian/Pacific Islander				
Other Multi Racial				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

EXHIBIT "D"
REQUEST FOR THE RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Community Development Block Grant (CDBG) funds expended for the 2011/2012 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of cancelled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency.James Seastrand Helping Hands of North Las Vegas, Inc.	Phone:702-649-7853
Program: Home Repairs	FAX:
Contact Person: Marina Gonzalez	e-mail: jshhnlv1@aol.com

Account Title	Budgeted Amount	Request Amount	Previous Drawdown's	Remaining Funds
Supplies				
Replace windows				
Replace/Fix A/C				
Replace/Fix Furnaces				
Replace doors				
Replace Appliances				
Bathtubs				
Door Knobs				
Replace Swamp Coolers				
TOTAL	$10,000			

Signature **Date**

EXHIBIT "E"
CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

(These figures are subject to annual update by HUD)

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	$13,700 or less	$22,800	$36,500
2	$15,650 or less	$26,050	$41,700
3	$17,600 or less	$29,300	$46,900
4	$19,550 or less	$32,550	$52,100
5	$21,150or less	$35,200	$56,300
6	$22,700or less	$37,800	$60,450
7	$24,250or less	$40,400	$64,650
8	$25,850or less	$43,000	$68,800

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May, 2011.

EXHIBIT "F"
PERFORMANCE MEASURES FORM

AGENCY: James Seastrand Helping Hands of N. LV
PROGRAM: Home Maintenance & Repair

Anticipated Program Outcomes: Complete the chart below to describe the most significant outcome(s) the Program is expected to accomplish involving its participants for year 2010/2011. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this Program being done? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. Include only the major Program outcomes supported by the requested City funds.

Major Tasks: Outline the major tasks/activities to be conducted by this Program (e.g. client outreach/assessment; job training, affordable childcare, 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 Program's impact on participants be evaluated?

Outcome #1	Describe how participants will benefit and how many are expected to realize this outcome.
Complete minor repairs for 325 senior citizens at no cost to them, so they can continue living in their own home safely.	

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Purchase parts to complete repairs	Clients live safely
Complete Repairs at no cost to seniors	Clients have additional monies to use on other necessities.

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

Initial assessment. Complete repairs at no cost.
Follow up with clients within 4-6 weeks after repairs are completed, to ensure repairs, were done to their satisfaction.