COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
LEGAL AID CENTER OF SOUTHERN NEVADA

(CDBG Construction Grant)

THIS AGREEMENT is made and entered into this 2nd day of March, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and Legal Aid Center of Southern Nevada (the "Subrecipient"), a Nevada nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary business office is located at 800 S. 8th Street, Las Vegas, Nevada.

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 Program (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 those projects or programs which it has determined will meet one or more of the National Objectives defined in 24 CFR 570.208, and which are eligible for funding under the CDBG Program; and

WHEREAS, the Subrecipient has submitted a request to the City for funding under the CDBG Program of the Project more fully described below; and

WHEREAS, after reviewing the request, the City has determined that the Project qualifies for funding under the CDBG Program because it will be used to meet one or more of the three broad National Objectives defined in 24 CFR 570.208.

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

SECTION I GRANT OF CDBG FUNDS

Subject to the conditions and requirements set forth in this Agreement, the City agrees to provide a grant of CDBG funds to the Subrecipient in an amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000)(the "CDBG Funds"), which is to be used solely for purposes of the Project. The Project is described in the Project Description and Requirements, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City to the Subrecipient shall not exceed the amount of CDBG Funds set forth herein, unless the City has agreed to amend this Agreement.

The CDBG Funds are to use to reimburse the Subrecipient for Project eligible expenses incurred in connection with construction of the Project. The Project eligible expenses are set forth in the Project Budget, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement. The Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Project.

SECTION II SUBRECIPIENT RESPONSIBILITIES

In consideration of the grant of the CDBG Funds set forth in Section I above, the Subrecipient agrees to construct the Project, which will be used for the purpose of providing legal assistance to low-income individuals for the Period of Compliance set forth in the Project Description and Requirements. The Subrecipient agrees that the Project as constructed will comply with the concept drawing shown in the Project Rendering, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. In constructing the Project, the Subrecipient agrees to comply with the rules and regulations enacted by HUD for the CDBG Program, the requirements of the City's CDBG Program Manual and the requirements set forth in this Agreement.

SECTION III TERM OF AGREEMENT

This Agreement shall commence with the execution by the City (which date shall be inserted into the first paragraph above) and shall continue in force and effect until expiration of the Period of Compliance set forth in the Project Description and Requirements. The Subrecipient agrees to submit all of the Project eligible expenses by the following deadline, to wit: Sixty (60) days after the receiving the Certificate of Occupancy for the Project from the City. The Project eligible expenses incurred by the Subrecipient before commencement of this Agreement, or after the aforementioned submission deadline, are not entitled to reimbursement under this Agreement, unless approved in writing by the Director of the Economic and Urban Development Department. Any costs incurred prior to the execution of this Agreement which is submitted for reimbursement by the City must comply with the requirements of 24 CFR 570.200(h)(1)(i-vi).

The Subrecipient agrees that the Project shall proceed according to the timelines set forth in the Schedule of Performance, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement, and to complete the Project on or before December 31, 2012, unless an extension in writing has been granted by the Director of the Department of Economic and Urban Development.

SECTION IV CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT 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 prepared by the Neighborhood Development Division of the Department of Economic and Urban Development, a copy of which the Subrecipient hereby acknowledges possession thereof. The Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to construct the Project. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws including, without limitation, compliance with federal and state prevailing wage rates as may be applicable to the Project. The failure to abide by any of the above may result in forfeiture of all or a portion of the CDBG Funds provided to the Subrecipient under this Agreement.

B. SUBRECIPIENT ACTING AS INDEPENDENT CONTRACTOR

The Subrecipient has requested financial support from the City to enable it to construct the Project which will be used by the Subrecipient to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the Project, or the services contemplated herein, except for providing financial support and determining if the Subrecipient is in compliance with the requirements of this Agreement. In any and all events, the Subrecipient is acting as an independent contractor, and the construction of the Project, and the services contemplated herein provided by the Subrecipient, shall be rendered at the time, in the manner and under the circumstances determined solely and exclusively by the Subrecipient, subject only to review by the Director of the Department of Economic and Urban Development of the City, or the Director's designee, to assure continuing eligibility to receive 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. The Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include the payment of 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 provision.

D. ON-SITE MONITORING AND AUDIT OF RECORDS

The Project funded under this Agreement will be subject to on-site monitoring by duly authorized representatives of the City including, without limitation, City-contracted independent auditors, representatives of 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 Project. The representatives may, on occasion, interview Project employees who volunteer to be interviewed by the City representatives.

The Subrecipient shall allow duly authorized representatives from the City to conduct such reviews, audits, and on-site monitoring of the Project as deemed appropriate in order to determine the following:

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

E. MAINTENANCE OF RECORDS

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement according to the requirements of HUD, the City, and 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.

F. RIGHT TO REVIEW AND AUDIT

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 the 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 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 pertaining to the

Program, including the performance records that may be required by relevant directives from the funding sources of the City.

G. INSURANCE

1. Required Coverage. 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).

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. 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.

2. Certificates of Insurance. 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 insurance carrier. The certificate, and any endorsements, is to be signed by a person authorized by that insurer and licensed by the State of Nevada.

3. Insurance Company Rating. The 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.

4. Deductible. 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.

5. Notice of Cancellation. 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.

6. Lapse of Insurance. If the Subrecipient fails to carry the insurance required herein, the City shall have the option, without any obligation to do so, to (i) declare a material breach of this Agreement (ii) purchase replacement insurance and charge the costs thereof to the Subrecipient, or (iii) pay the premiums that are due under the existing policies in order that such policies may be maintained.

7. Primary Coverage. The insurance policies required herein shall be the primary coverage with respect to the City, its officer or employees. Any other insurance coverage available to the City, its officers and employees, shall be considered coverage in excess to that required of the Subrecipient, and shall not contribute with it.

H. 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, and any required IRS Form 1099 may be obtained from the IRS website.

I. 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.

J. AGREEMENT REVISIONS

Any change in the Project as described in the Project Description and Requirements must be in accordance with the CDBG Program rules and regulations, and made by a written amendment to this Agreement, which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if the change involves an increase in the CDBG Funds of $25,000 or more, or (ii) by the Director of the Department of Economic and Urban Development, or the Director's designee, if the change only involves an increase in the CDBG Funds in an amount less than $25,000. In addition, the Director of Economic and Urban Development Department is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such change to this Agreement must not jeopardize the CDBG Program funding to the City.

K. GROUNDBREAKING/GRAND OPENING EVENTS

The Subrecipient agrees to be responsible for all costs incurred for groundbreaking and grand opening ceremonies for the Project. In addition, the Subrecipient agrees to coordinate any ceremonial events concerning the Project with the City including, without limitation, review and approval of the date selected for the groundbreaking, the invitations, the invitation list, the press release, and the program for the groundbreaking. The City will be responsible for scheduling the event with City-elected officials.

L. AGREEMENT TO DEVELOPMENT CONDITIONS

The Subrecipient agrees to comply with any and all development conditions imposed or established by the City Council, the City Planning Commission, the City Board of Zoning Adjustment, and by the City Planning Department, as may be stated in the Project Description and Requirements. If necessary, the City reserves the right to amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

M. 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, on the form attached hereto as Exhibit "B", all principals, including, partners of "G" 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.

SECTION 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 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. 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 Project shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City, Program Income may be retained by Subrecipient provided that written notification is given by the Economic and Urban Development Director and that the income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

The 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 the 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) 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 and the Davis Bacon Act also apply to federally funded projects, and contractors or subcontractors performing construction work on the Project shall be paid wages at rates not less than those prevailing on similar construction projects in the locality determined by the Secretary of Labor in accordance with the requirements of 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 REPLACEMENT OF HOUSING (24 CFR 570.606)

The 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)

The 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." Such audits shall be conducted annually. The Subrecipient shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements," implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" or the related CDBG provisions.

12. CONFLICT OF INTEREST (24 CFR 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 Executive Order 12166 and title vi provisions as a condition of receiving federal funds. The failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI of the Civil Rights Act involving protections to persons based upon national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving the 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 the 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 (herein "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of ADA as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of 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.

I. 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 OMB A-133 audit.

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

If the Subrecipient falls under the requirements of OMB A-133 Auditing Rules, the Subrecipient must submit a full and complete copy of such audits to the Neighborhood Development Division of the Department of Economic and Urban Development. The Subrecipient is responsible for ensuring that such audits are completed in a proper and timely manner. The failure to submit a copy of the A-133 Audit as required herein will render the Subrecipient as non-compliant, and no funds may be drawn until the Neighborhood Development Division has received and reviewed the copy of the audit. The Subrecipient is directed to the CDBG Program Manual for further guidance on the requirements of this Section.

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

In accordance with the United States Office of Management and Budget OMB Circular A-87, "Cost Principles of State and Local Governments", and OMB Circular "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. The 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 the 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, the Subrecipient must dispose of such real property in a manner which results in the reimbursement of the City for the amount of the current fair market value of the property less the portion of the current market 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.

SECTION VI MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. ENFORCEMENT REMEDIES

The Subrecipient agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR Part 84.62. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of this Agreement shall include, but are not limited to, the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the Subrecipient or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,

2. Disallowance (such as denying the use of the CDBG funds) for all or part of the cost of the activity or action not in compliance,

3. Whole or partial suspension of the current funding award for the Project,

4. Termination of this Agreement, and recover or recapture all or a portion of the CDBG Funds provided to the Subrecipient,

5. Withholding of further funding or awards for the Project, or

6. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination of this Agreement, and/or the CDBG funding provided hereunder, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by the Subrecipient. Any notice of termination for noncompliance shall be given to the Subrecipient no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

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.

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

CITY OF LAS VEGAS

~~Carolyn G. Goodman, Mayor~~
Stavros S. Anthony
Mayor Pro Tem

Attest:

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

Council Action March 2, 2011 – Item #15

LEGAL AID CENTER OF SOUTHERN NEVADA

Barbara Buckley, Executive Director

APPROVED AS TO FORM: Robert S. Sylvain 6-21-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROJECT DESCRIPTION AND REQUIREMENTS

A. PROJECT DESCRIPTION. Subsequent to the execution of the Agreement, and subject to requirements contained therein and herein, the City will provide up to the amount of the CDBG Funds identified in Section I of the Agreement to the Subrecipient for the Project described as follows:

The Project involves the construction of a two-story, 35,000 square foot office facility which will accommodate 70 offices, cubicle space for support staff, conference areas, and classrooms including provisions described under a separate MOU to provide 5,000 square feet therein of floor space for the co-location of the Senior Citizens Law Project within the new facility to accommodate the delivery of free legal services to Seniors in the community; and, a separate 4-story parking structure which will provide 112 parking spaces including van-accessible handicap spaces ("the project").

B. PROJECT SITE. The Project shall be constructed on the real property owned by the Subrecipient, which is legally described in the Legal Description, Exhibit "D" to the Agreement and incorporated by this reference as a part hereof (the "Property").

C. PROJECT CONDITIONS. The conditions, which may enhance or constrain the ability of the Subrecipient to effectively construct the Project, are as follows:

NONE

D. PROJECT COMPLETION DATE AND SCHEDULE OF PERFORMANCE. The Subrecipient agrees to complete the Project on or before December 31, 2012, unless an extension in writing has been granted by the Director of the Department of Economic and Urban Development.

The Subrecipient agrees, to the greatest extent feasible, to provide a complete and detailed performance schedule for the Project on the Schedule of Performance, Exhibit "E" attached to the Agreement and by this reference incorporated herein as a part hereof. The Schedule of Performance shall state explicitly the deadlines for the completion of all major construction activities to be performed pursuant to the Agreement, which will be used by the City to monitor the progress of the Project. The Schedule of Performance shall be provided to the City prior to, and as a condition of, the issuance of the Notice to Proceed by the City for the Project. The Project shall proceed according to the timelines set forth in the Schedule of Performance.

E. COMPLIANCE WITH NATIONAL OBJECTIVE. For the Period of Compliance set forth in Section F below, the Subrecipient agrees that the Project will be used to provide legal assistance to abused and neglected children, victims of domestic violence, and other low-income clients, which use is a furtherance of one or more of the National Objectives set forth in 24 CFR 570.208.

F. PERIOD OF COMPLIANCE. The Subrecipient agrees to comply with all of the requirements of the Agreement, and the federal rules and regulations of the CDBG Program, or the Project, including the requirement that the Project will be used to meet one or more of the National Objectives set forth in 24 CFR 570.208 for a period of ten (10) years as required by the City plus an additional period of five years as required by HUD for a total of fifteen (15) years after the date of completion of the Project (the date the Certificate of Occupancy for the Project is issued by the City) (the "Period of Compliance"). Any change in the use of the Project during the Period of Compliance must comply with the requirements of 24 CFR 570.505.

G. REPAYMENT OF CDBG FUNDS. If, during the Period of Compliance, any of the following occurs:

(i) the Subrecipient ceases to use the Project to meet the National Objective as described in Section E above,
(ii) the Subrecipient loses its rights, title or interest in, or legal possession of, the Property through sale, foreclosure, transfer in lieu of foreclosure or any other circumstance, or
(iii) the Subrecipient does not comply with the requirements of the Agreement, including, without limitation, the insurance requirements of Section V (G) of the Agreement,

(iv) then, in such event, upon the request of the City, the Subrecipient will repay to the City, without interest, the entire amount of the CDBG Funds received from the City pursuant to this Agreement, or that amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the Property, whichever is greater, after notice and the expiration of any applicable cure period allowed or required by law. In the event that the Subrecipient fails to repay the CDBG Funds as required herein, the City shall be entitled to foreclose on the Property pursuant to the CDBG Deed of Trust required pursuant to Section H below.

H. CDBG DEED OF TRUST: SECURITY FOR REPAYMENT OF CDBG FUNDS. The City requires reasonable assurances securing the Subrecipient's performance including, without limitation repayment of the CDBG Funds pursuant to 24 CFR 570.505, in the event the Subrecipient fails to perform as required under the Agreement. The Subrecipient, as the owner for the above described property which is the site for the construction of the Project being financed with the CDBG Funds, agrees to execute the security instrument in the form of the Short Form Deed of Trust (the "CDBG Deed of

Trust"), Exhibit "C" attached to the Agreement and incorporated by this reference as a part thereof. The CDBG Deed of Trust shall serve to provide the City with a secured interest in the above described property.

I. SUBORDINATION. The City acknowledges that the above described property is or will be encumbered by one or more deeds of trust (collectively the "First Deeds of Trust") created for the benefit of private lenders who are providing the construction financing and/or the permanent take out financing of the Project, which documents will be recorded as part of the official records of Clark County Recorder's Office prior to recordation of the CDBG Deed of Trust. The City acknowledges and agrees that the CDBG Deed of Trust, and all rights of City as the Beneficiary and Trustee thereunder, are and will be subject and subordinate to the liens of the First Deeds of Trust and to all rights and remedies of the beneficiaries and trustees under the First Deeds of Trust and their successors and assigns including, without limitation, any purchaser at a trustee's sale under the First Deeds of Trust, and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations under the CDBG Deed of Trust or this Agreement. The CDBG Deed of Trust will not be subject or subordinate to any replacement of any of the First Deeds of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

The Subrecipient shall record the CDBG Deed of Trust as part of the official records of the Clark County Recorder's Office prior to and a condition of the City issuing a Notice to Proceed for the Project, which document secures performance by the Subrecipient according to the requirements of the Agreement.

The Subrecipient agrees to provide a Preliminary Title Report to the City and a CLTA Title Insurance Policy in a minimum amount of the CDBG Funds, which will specifically protect the City interest from losses, damages or claims concerning title of the above described property.

J. PROJECT REIMBURSEMENT REQUIREMENTS

1. Documentation of Expenses. All Project costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, 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.

2. Financial Recordkeeping. The Project eligible expenses charged to the City, or paid for with the CDBG Funds, will be accounted for separately from all other expenses and revenue sources of the Project by the Subrecipient. These records shall

be maintained by Subrecipient. The Project 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 the City pursuant to Section IV (F) above.

3. Program Budget. Project eligible expenses submitted for payment by the Subrecipient to the City will be in accordance with the Project Budget and subject to any conditions imposed in the Project Description and Requirements. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

4. Method of Payment. The City shall reimburse only valid invoices for approved Project eligible expenses. Before any payment thereof, the City will review the invoice to determine if the costs set forth therein are consistent with the Project Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not CDBG Program eligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include completion of the reports and narratives as detailed in the Project Description and Requirements attached of this Agreement.

K. CONSTRUCTION COMPLIANCE REQUIRED. In constructing the Project pursuant to the Agreement, the Subrecipient agrees that such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes.

L. PERFORMANCE BOND. For all construction activities, the Subrecipient must carry a performance bond in an amount acceptable to the City ensuring performance by any and all private contractors retained to complete the construction of the Project funded under this Agreement. Evidence of the performance bond must be provided to the Neighborhood Development Division of the Department of Economic and Urban Development. The specific amount of any bond shall be consistent with the Project Budget, Exhibit "F" attached hereto.

M. APPRAISAL OF PROPERTY. The Subrecipient understands that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

N. NOTICE TO PROCEED/CONSTRUCTION CONTROL. For any construction activities financed in whole or in part by the CDBG Funds pursuant to this Agreement, the Subrecipient agrees not to commence construction of the Project until the Director of the Department of Economic and Urban Development issues to the Subrecipient a Notice to Proceed in writing. The Subrecipient further agrees that the City may require the Subrecipient use a licensed voucher control company approved by the City to monitor and review the Project expenses eligible for reimbursement under this Agreement, unless specified otherwise in writing by the Director. Subsequent to receipt of the Notice to Proceed, the Subrecipient must provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received by the Subrecipient.

O. NOTIFICATIONS. All required notices hereunder, or communications regarding interpretation of or changes to the terms of this Agreement, shall be made by mailing the notice or communication, registered or certified mail, return receipt requested, postage prepaid and address to the City or the Subrecipient as follows:

CITY:	Bill Arent, Director Economic and Urban Development Department City of Las Vegas 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101
SUBRECIPIENT	Ms. Barbara Buckley, Executive Director Legal Aid Center of Southern NV 800 S.8th Street Las Vegas, NV 89101

EXHIBIT "B"
PROJECT RENDERING

(next page)

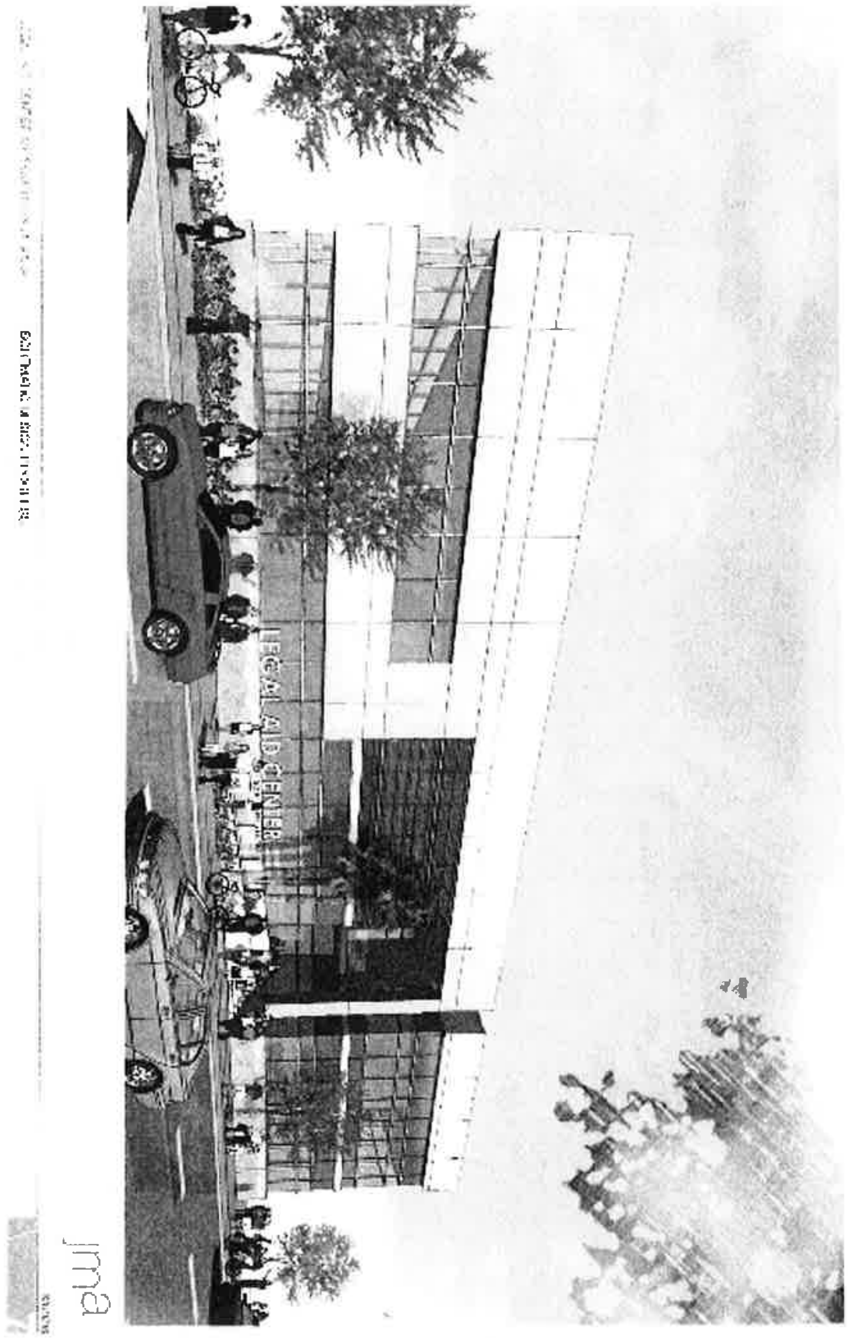

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EXHIBIT "C"
SHORT FORM DEED OF TRUST

(next page)

APN: 139-34-410-244
APN: 139-34-410-245

WHEN RECORDED MAIL TO:

Neighborhood Development Division
Economic and Urban Department
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX BILL TO:
Legal Aid Center of Southern Nevada
800 S. 8th Street
Las Vegas, NV 89101

SHORT FORM DEED OF TRUST

THIS SHORT FORM DEED OF TRUST (this "Deed of Trust") is made this ___ day of _________, 2011, between Legal Aid Center of Southern Nevada, whose principal office is located at 800 S. Eighth Street, Las Vegas, NV 89101, herein called "Trustor" and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Economic and Urban Development Department, herein called "Trustee" and "Beneficiary".

WITNESSETH:

Trustor has received a grant of CDBG funding in the amount of $2,500,000 (the "CDBG Funds") from Beneficiary and, as a condition thereof, has agreed to faithfully perform certain obligations as required by that certain Community Development Block Grant Agreement of even date herewith executed by and between Trustor and Beneficiary (the "Agreement");

NOW, THEREFORE, for the purpose of securing each obligation of Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property and improvements thereon located in the City of Las Vegas, Clark County, State of Nevada legally described as:

See Exhibit "A" attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement and this Deed of Trust; Trustor agrees to construct the Project (described in the Agreement) according to the requirements of the Agreement; Trustor agrees that the Project will be used to meet one or more of the National Objectives (defined in 24 CFR 570.204) for the Period of Compliance (defined in the Agreement); Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to abide by any and all applicable CDBG Program rules and regulations set forth in 24 CFR Part 570; Trustor agrees to transfer title of above described property to Beneficiary if, after proper notice and due process, Trustor is found to be in material violation of the Agreement.

Notwithstanding the rights of Beneficiary to the above described property under this Deed of Trust, if, during the Period of Compliance, (i) the above described property acquired by Trustor ceases to meet one or more of the National Objectives as required by the Agreement, or (ii) Trustor loses its rights, title or interest in, or legal possession of, the above described property through sale, foreclosure, sale in lieu of foreclosure, or any other circumstance, then, in such event, upon the request of Beneficiary, Trustor will repay to Beneficiary, without interest, the entire amount of the CDBG Funds received from Beneficiary pursuant to the Agreement, or that amount equal to the current market value of the above described property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the above described property, whichever is greater. In the event that Trustor fails to repay Beneficiary as required herein, Trustee shall be entitled to foreclose on the above described property pursuant to this Deed of Trust.

So long as Trustor shall well and truly perform its obligations herein and under the Agreement, the obligations of Trustor herein and under the Agreement will terminate, including the obligation of repayment of the CDBG Funds, with the expiration of the Period of Compliance set forth in the Agreement, and thereafter Trustee under this Deed of Trust, its successors and assigns, on request by Trustor, or assigns, shall reconvey to Trustor, or assigns, all the estate in the above described property conveyed to Trustee by Trustor under this Deed of Trust.

Trustee and Beneficiary hereby acknowledge that the above described property is or will be encumbered by a one or more deeds of trust (collectively the "First Deeds of Trust") executed for the benefit of one or more private lenders who have or will be providing financing or funding for construction of the Project, which documents will be recorded in the official records of Clark County Recorder's Office prior to recordation of this Deed of Trust. Trustee acknowledges and agrees that this Deed of Trust, and all rights of Trustee and Beneficiary hereunder, are and will be subject and subordinate to the liens of the First Deeds of Trust and to all rights and remedies of the beneficiaries and trustees under the First Deeds of Trust and their successors and assigns including, without limitation, any purchaser at a trustee's sale under the First Deeds of Trust, and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations under this Deed of Trust.

This Deed of Trust will not be subject or subordinate to any replacement of the First Deeds of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of Trustee set forth in this Deed of Trust also constitute agreements or acknowledgments of Beneficiary.

The following Covenant Nos. 1, 2 (full replacement value), 3, 4 (3.5% or as otherwise required by the CDBG Program), 5, 6, 7 (reasonable rate), 8, and 9 of Nevada Revised States (NRS) 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth in the first paragraph.

TRUSTOR:

Legal Aid Center of Southern Nevada,
a Nevada non-profit corporation

BY: Barbara Buckley, Executive Director

State of Nevada)
)
County of Clark)

On this 21st day of June 2011, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Barbara Buckley, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

NICOLE THANOS-HODGSON
Notary Public, State of Nevada
Appointment No. 07-4674-1
My Appt. Expires Sep 22, 2011

EXHIBIT "D"

LEGAL DESCRIPTION

APN Numbers: 139-34-410-244 and 139-34-410-245

Situated in the City of Las Vegas, County of Clark, State of Nevada, to wit:

Parcel One (1): South Addition Lots 30-32 in block 34 of Wardie Addition Pt Block B, and Pt Vac Rd GEOID: PT SE4 SW4 SEC 34 20 61.

Parcel Two (2): Wardie Addition S 82, ½ of block B; South Addition Lots 23-25; Irregular Lots 22, 26-29 in Block 29; Block 34 GEOID: PT SE4 SW4 SEC 34 20 61.

EXHIBIT "E"
SCHEDULE OF PERFORMANCE

	ACTION	DATE
1.	Site Control (Site Purchased)	Completed
2.	Phase I Environmental Review	Completed
3.	Architect Selection:	Completed
4.	Engineer Selection:	Completed
5.	Schematic Design / Working Drawings	Completed
6.	Local Building Code Review	Completed
7.	Final Plans and Specifications Approval	Completed
8.	Construction Loan Commitment Received	08/2011
9.	Permanent Financing Commitment Received	08/2011
10.	Contractor(s) Selection	N/A
11.	Start Construction of Office Building	08/2011
12.	Complete Construction of Office Building	07/2012
13.	Demolition of Existing Office Building	08/2012
14.	Start Construction of Parking Garage	08/2012
15.	Complete Construction of Parking Garage	12/2012
16.	Permanent Financing Loan Closing	12/2012
17.	Grand Opening (Office Building)	01/2013

EXHIBIT "F"

PROJECT BUDGET

Organization: Legal Aid Center of Southern Nevada

Project: Capital Project

Program: Community Development Block Grant, Fiscal Year 2010/2011

Project Budget

Account	Description	Amount Authorized
N52206	New Building Costs	$2,500,000

Budget Summary

Item	Estimated Cost	CDBG Funded
Land	$3,030,000	$0
New Building Costs	$7,976,389	$2,500,000
Off-Site Improvements	$291,163	$0
Permits/Fees	$213,970	$0
Construction Control	$574,482	$0
Architectural Fees	$258,513	$0
Total Estimated Costs	**$12,344,517**	**$ 2, 500,000**

EXHIBIT "G"
~~ATTACHMENT~~ G

DISCLOSURE OF PRINCIPALS

The principals and partners of *Legal Aid Center of Southern Nevada, a Nevada non-profit corporation and all persons and entities holding more* than 1% interest in or any principal of *Legal Aid Center of Southern Nevada* are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. N/A	NO OWNERS -	NO PRINCIPALS
2. See Attached Board of Directors' Listing		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

By: **Barbara Buckley**

Title: **Executive Director**

Subscribed and sworn to before me this
21st day of June 2011.

Notary Public

NICOLE THANOS-HODGSON
Notary Public, State of Nevada
Appointment No. 07-4674-1
My Appt. Expires Sep 22, 2011

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
BOARD OF DIRECTORS
800 SOUTH EIGHTH STREET
LAS VEGAS, NEVADA 89101

BARBARA BUCKLEY, EXECUTIVE DIRECTOR

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Dean A. Hardy, Esq.
HARDY & HARDY
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Facsimile: (702) 384-6016
E-mail: dean@hardylawlv.com

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KEMP, JONES & COULTHARD, LLP
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